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# **UNITED PILOT AGREEMENT**

## **AGREEMENT**

**BETWEEN**



**UNITED AIRLINES, INC.**



**AND THE**

**AIR LINE PILOTS**

**IN THE SERVICE OF**

**UNITED AIRLINES, INC.**

**AS REPRESENTED BY THE**

**AIR LINE PILOTS ASSOCIATION, INTERNATIONAL**

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## **Section 1 - Recognition, Scope and Career Security**

### **1-A Recognition**

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

### **1-B Scope**

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

#### **1-B-1 Company Flying**

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

#### **1-B-2 Not Included in Company Flying**

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

#### **1-B-3 Pilot Training**

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

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

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

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

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

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

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

### **1-C-1 United Express Flying**

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

**1-C-1-a-(1)** Prior to January 1, 2014, United Express Carriers may operate United Express Flying under the limitations of Sections 1-K-10 and 1-K-22 of the 2003 Agreement between United Airlines and the Air Line Pilots Association (the "2003 United/ALPA CBA") and the provisions of Sections 1-C-1-b through 1-C-1-f, 1-C-1-i and 1-C-1-j.

**1-C-1-a-(2)** On or after January 1, 2014 United Express Carriers may operate United Express Flying under the following limitations:

**1-C-1-a-(2)-(a)** 37-Seat Turboprop Aircraft; and

**1-C-1-a-(2)-(b)** 50-Seat Aircraft, provided that such aircraft do not number more than ninety percent (90%) of the number of single aisle aircraft in the Company Fleet; and

**1-C-1-a-(2)-(c)** Up to a total of 255 76-Seat Aircraft plus 70-Seat Aircraft (“76/70-Seat Aircraft”), of which up to 130 may be 76-Seat Aircraft, and then, on or after January 1, 2016, up to 153 76-Seat Aircraft.

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

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

**1-C-1-d Hubs**

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

**1-C-1-e Connecting Operations**

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

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

**1-C-1-f-(1)** In any Rolling Twelve-Month Period ending the first full calendar month following date of signing of this Agreement or later, the Company shall not Schedule or permit the Scheduling of aircraft block hours of United Express Flying (excluding block hours operated by 37-Seat Turboprop Aircraft) exceeding the maximum percentage of Scheduled aircraft block hours of Company Flying on single-aisle Company Aircraft (“Max. % of UAXBH to SBH”) set forth in the following chart. Cells 1 to 8 state the number of 76-Seat Aircraft operated in United Express Flying (cells 2 through 8 show an

increase in the number of such 76-Seat Aircraft if added under Section 1-C-1-g). Cells 9 through 16 state the Max. % of UAXBH to SBH that the Company must maintain based on the number of 76-Seat Aircraft in cells 1 through 8. The measurement for the twelve (12) months in any Rolling Twelve-Month Period shall be made on a weighted basis by the number of 76-Seat Aircraft in United Express Flying in each month.

Number of 76-Seat Aircraft Operated In United Express Flying	Max. % of UAXBH to SBH
1. Zero to 153	9. 120%
2. 154-163	10. 111%
3. 164-173	11. 104%
4. 174-183	12. 97%
5. 184-193	13. 90%
6. 194-203	14. 83%
7. 204-213	15. 76%
8. 214-223	16. 68%

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

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

If the Company adds New Small Narrowbody aircraft to the Company Fleet, then on or after January 1, 2016, the number of permitted 76-Seat Aircraft may increase from 153 (as permitted under Section 1-C-1-a-(2)-(c)) up to a total of 223 76-Seat Aircraft, and the number of permitted 76/70-Seat Aircraft may increase from 255 (as permitted under Section 1-C-1-a-(2)-(c)) up to a total of 325 76/70-Seat Aircraft, except that once the number of 76/70-Seat Aircraft exceeds 255, then the number of 70-Seat Aircraft may not be more than 102. 76-Seat Aircraft (above 153 such Aircraft) may be added on a one 76-Seat Aircraft for each one and one quarter New Small Narrowbody Aircraft (1:1.25) ratio (rounded to the closest integer). In addition, in the event more than 153 76-Seat Aircraft are in United Express Flying, the Company shall remove from United Express Flying a number of 50-Seat Aircraft determined as follows:

1. "FSFC" is the number of 50-Seat Aircraft in United Express Flying on the date that the 154th 76-Seat Aircraft enters United Express Flying.
2. Subtract 125 from FSFC.
3. Divide the number resulting from step 2 by seventy (70). This results in a factor "X" rounded to the second decimal place.

4. For each 76-Seat Aircraft added to United Express Flying above 153, remove from United Express Flying a number of 50-Seat Aircraft no less than X, with the resulting number of 50-Seat Aircraft to be removed, rounded to the closest integer.
5. Example 1: If the number of 50-Seat Aircraft in United Express Flying is 334, then FSFC-125 equals 209; when 209 is divided by seventy (70), then X = 2.99
6. Example 2: If the number of 50-Seat Aircraft in United Express Flying is 488, then FSFC-125 equals 363; when 363 is divided by seventy (70), then X = 5.19.

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

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

**1-C-1-h Effect of Furlough**

If a Pilot on the Seniority List with an employment date prior to the date of signing of this Agreement is placed on furlough, the Company shall convert all 76-Seat Aircraft for operation as 70-Seat Aircraft. The number of such aircraft shall continue to be limited as though they were being operated as 76-Seat Aircraft. The Company may again commence operating such Aircraft as 76-Seat Aircraft effective on the date that the most junior Pilot protected by the first sentence of this Section 1-C-1-h is recalled from furlough.

**1-C-1-i United Express Carrier Branding**

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

**1-C-1-j Hiring of Furloughed Pilots**

Pursuant to Letter of Agreement LOA 11, no Domestic United Express Carrier which does not comply with the requirements of Letter of Agreement LOA 11 with respect to the hiring of furloughed United Pilots may operate 70-Seat Aircraft or 76-Seat Aircraft.

**1-C-2 Domestic Code Share Agreements**

The Company or a Company Affiliate may enter into or maintain a Code Sharing Agreement with Domestic Code Share Carriers that permit such carriers to apply the Company’s Designator Code to their operations only in accordance with this Section 1-C-2. For purposes of this Section 1-C-2, Flights conducted by Affiliates of the Domestic Code Share Carrier or United Express Carriers under agreement with and under the Designator Code of the

Domestic Air Carrier shall be considered Flights conducted by that Domestic Air Carrier to the extent they are conducted pursuant to the applicable Domestic Code Sharing Agreement.

**1-C-2-a** The Company may maintain the existing Domestic Code Sharing Agreements with i) US Airways (in accordance with Letter of Agreement LOA 17), and ii) Great Lakes, Gulfstream/Silver Airways, and Cape Air, provided the Domestic Air Carriers listed in ii) of this Section 1-C-2-a only operate Regional Aircraft.

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

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

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

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

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

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

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

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

For each Domestic Code Share Carrier, a ratio (the “Domestic Code Share Carrier ASM Ratio”) will be determined by dividing the number of ASMs scheduled to be operated by the Domestic Code Share Carrier in aircraft other than Regional Aircraft by the number



of ASMs of all flights scheduled to be operated by the Company during the twelve (12) full calendar months immediately prior to the effective date of the Code Share Agreement with the Domestic Code Share Carrier. The last day of the applicable twelve (12) month period shall be the “Ratio Date” with respect to such Domestic Code Share Carrier.

For each Rolling Twelve-Month Period measured each calendar month (with the first (1<sup>st</sup>) measurement occurring the twelfth (12<sup>th</sup>) calendar month after the Ratio Date), the ratio between the number of ASMs of Domestic Code Sharing Agreement Flights scheduled by the Domestic Code Share Carrier bearing the Company’s designator code in aircraft other than Regional Aircraft and the number of ASMs of Domestic Code Sharing Agreement Flights scheduled by the Company bearing the Domestic Code Share Carrier’s designator code (the “Domestic Code Share Carrier Schedule Ratio”) shall not exceed 115% of the Domestic Code Share Carrier ASM Ratio. For example, if the Domestic Code Share Carrier ASM Ratio is 1.5 (i.e., the Domestic Code Share Carrier had fifty percent (50%) more scheduled ASMs in aircraft other than Regional Aircraft than the Company in the measurement period), then the number of ASMs scheduled to be operated by the Domestic Code Share Carrier bearing the Company’s Designator Code in aircraft other than Regional Aircraft may not be more than 1.725 times the number of ASMs scheduled to be operated by the Company bearing the Domestic Code Share Carrier’s Designator Code. As a further example, if the Domestic Code Share Carrier ASM Ratio is 0.5 (i.e., the Domestic Code Share Carrier has one-half (1/2) of the scheduled ASMs of the Company in the measurement period in aircraft other than Regional Aircraft), then the number of ASMs scheduled to be operated by the Domestic Code Share Carrier bearing the Company’s Designator Code in such aircraft may not be more than 0.575 times the number of ASMs scheduled to be operated by the Company bearing the Domestic Code Share Carrier’s Designator Code.

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

**1-C-2-d Identity**

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

may operate aircraft up to three percent (3%) of the Company fleet bearing the livery of the alliance in which the Company participates, including the names, colors, and logos of all of the alliance’s airlines.

**1-C-3 Foreign Air Carrier Code Share Agreements**

In any Rolling Twelve-Month Period the Company shall not Schedule or permit the Scheduling of aggregate ASMs of Foreign Code Share Flying operated by any Foreign Air Carrier that is not party to a Revenue Share Agreement with the Company or Company Affiliate between the United States and Territories and a Foreign Airport exceeding 125% of the aggregate Scheduled ASMs of Company Flying bearing that Foreign Air Carrier’s Designator Code. Further, the Company or a Company Affiliate may enter into or maintain Code Share Agreements and Revenue Share Agreements with Foreign Air Carriers that permit such carriers to utilize the Company’s Designator Code on such carriers’ Flights between the United States and Territories and Foreign Airports or between two Foreign Airports (“Foreign Code Share Flying”) only in accordance with Sections 1-C-3-a through 1-C-3-c. For clarification purposes, the first sentence of Section 1-C-3 applies to a Foreign Code Share Agreement where there is no Revenue Share Agreement; Sections 1-C-3-a, 1-C-3-b(1), and 1-C-3-b(2) apply to Flights operated under either a Foreign Code Share Agreement or a Revenue Share Agreement with a Foreign Air Carrier, and Sections 1-C-3-b(3) and 1-C-3-c apply where the Flights are operated under both a Foreign Code Share Agreement and a Revenue Share Agreement with the applicable Foreign Air Carrier.

**1-C-3-a Geographical Limits**

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

**1-C-3-b Flying Ratios**

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

**1-C-3-b-(1)-(a)** During the twelve (12) full calendar months immediately prior to the effective date of this Agreement (if the Foreign Air Carrier was a party to a Code Share Agreement on the effective date of this Agreement), or

**1-C-3-b-(1)-(b)** During the twelve (12) full calendar months immediately prior to the effective date of the Code Share Agreement with the Foreign Air Carrier (if the

Foreign Air Carrier was not a party to a Code Share Agreement on the effective date of this Agreement).

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

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

**1-C-3-b-(2)-(b)** If during a subsequent Rolling Twelve-Month Period the Company had three (3) flights between EWR and CDG, all with the Foreign Air Carrier’s Designator Code, then the Company could place its Designator Code on a maximum of nine (9) of the Foreign Air Carrier Flights between EWR and CDG. This maximum of nine (9) of the Foreign Air Carrier Flights between EWR and CDG in this example is derived by adding 4 (the Foreign Air Carrier Flight Differential) plus 3 (the number of Company Flights bearing the Foreign Air Carrier’s Designator Code) plus two (2) (the Section 1-C-3-b-(2) limit).

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

**1-C-3-b-(3)-(a)** During the twelve (12) full calendar months immediately prior to the effective date of this Agreement (if the Foreign Air Carrier was a party to a Revenue Share Agreement on the effective date of this Agreement) (a “Base Period”), or

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

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

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

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

For example, if, during a Rolling Twelve-Month period, 1) total revenue onboard Company Flights between the United States and Foreign Airports or between Foreign Airports covered by a Revenue Share Agreement equals \$5.872B, and 2) the Company receives an additional \$100M under the applicable Revenue Share Agreement associated with these same Flights (meaning that the Company receives total revenue under the Revenue Share Agreement associated with these Flights of \$5.972B), then 3) the percentage of the Company’s revenue associated with these Flights under the Revenue Share Agreement (\$5.972B) would be 101.7%. of the Company’s onboard revenue for these Flights (\$5.872B), because \$5.972B divided by \$5.872B results in 101.7%. Since this 101.7% would be smaller than the 130% limit, the Company in this example would be in compliance with Section 1-C-3-c.

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

**1-C-3-d Identity**

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

**1-C-3-e Cabotage**

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

**1-C-3-f Control**

Without limitation to any other restriction set forth in this Section 1 and only as a clarification regarding limits on Company operations under this Section 1, the Company

shall not continue any portion of an existing agreement or arrangement, or enter into any new agreement or arrangement, for creation of a new Foreign Air Carrier over which the Company has Control, and which operates Flights between the United States and Territories and any Foreign Airport (e.g., Aer Lingus joint venture).

**1-C-4 Block Space**

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

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

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

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

**1-C-5 Enforcement**

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

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

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

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

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

**1-C-5-c** If the Company, a Domestic Code Share Carrier or a Foreign Air Carrier merges with another air carrier so as to form a single carrier with a single pilot seniority list and a single pilot collective bargaining agreement, the ASM Ratios, the Hub ASM Ratios and the Foreign Air Carrier Flight Differential provided for in Sections 1-C-2-c-(1), 1-C-2-c-(2), 1-C-3, 1-C-3-b-(2), or 1-C-3-b-(3), shall be appropriately adjusted by adding the relevant numbers of the other air carrier party to the merger (and any flights of Domestic Code Share Flying

scheduled to be operated by the Domestic Code Share Carrier in aircraft other than Regional Aircraft whose ASMs are counted as Domestic Code Share Carrier ASMs pursuant to Sections 1-C-2-c-(1) or 1-C-2-c-(2)) to the relevant numbers of the Company or the Domestic Code Share Carrier, as the case may be, with such numbers to be measured during the twelve (12) full calendar months immediately prior to the effective date of the merger. In connection with such adjustment, in addition to the other carrier's Hubs and Company Hubs, each Hub of the air carrier party to the merger shall be considered a Company Hub or a Hub of the other carrier, as the case may be, if such air carrier scheduled during any month in such six month period an average of fifty (50) or more daily departures therefrom.

## **1-D Successorship**

### **1-D-1 Successorship Transactions**

The Company and its Parent shall require any successor, assign, assignee, transferee, administrator, executor and/or trustee of the Company or its Parent (a "Successor") resulting from the transfer (in a single transaction or in multistep transactions) to the Successor of the ownership of fifty percent (50%) or more of the Equity of the Company or Parent or fifty percent (50%) or more of the value of the assets of the Company, or Control of the Company (a "Successorship Transaction"), to continue to recognize and treat with the Association as the representative of the United Pilots, to employ or cause the Company or Successor, as applicable, to continue to employ the United Pilots in accordance with the provisions of the Agreement and to assume and be bound by the Agreement, and, if the Successor is an air carrier or an Entity that Controls an air carrier, to abide by the Merger Transaction provision set forth in Section 1-D-4.

### **1-D-2 Successorship Agreements.**

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

### **1-D-3 Competing Proposal**

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

### **1-D-4 Merger Transactions**

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

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

**1-D-4-a-(1)** The flight operations of the Company and the Other Air Carrier shall remain separated, with pilots employed by each carrier operating each carrier’s pre-merger aircraft under the existing collective bargaining agreement(s) and seniority lists, until the implementation of an integrated seniority list pursuant to Section 1-D-4-a-(2) and a single collective bargaining agreement (the “Operational Merger Date”).

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

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

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

Until the effective date of a single collective bargaining agreement or as otherwise agreed by the Association, the Agreement shall continue to apply to the United Pilots.

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

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

**1-D-4-a-(7)** The Carrier Parties shall assure that, in each Rolling Twelve-Month Period until the effective date of the integrated pilot seniority list, the ratios of Scheduled aircraft block hours of Company Flying (i) on single-aisle aircraft, and (ii) on twin-aisle aircraft, to Scheduled aircraft block hours operated by each air carrier in the Air Carrier Transaction (x) on single-aisle aircraft, and (y) on twin-aisle aircraft, respectively, shall in each case equal or exceed ninety-five percent (95%) of the same ratio determined for the period of twelve (12) consecutive calendar months immediately preceding the closing of the Air Carrier Transaction. The Company shall be excused from compliance with such minimum Scheduled aircraft block hours for the period of time that either a Circumstance Beyond the Company's Control or the retirement of aircraft in the normal course of business as scheduled before the agreement that led to the Air Carrier Transaction causes the Company to reduce or cancel service, or a governmental agency requirement causes the Company to reduce or cancel service as a condition of approval of the Air Carrier Transaction, and that the listed event is the cause of such non-compliance.

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

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



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

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

## **1-E Other Labor Protective Provisions**

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

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

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

### **1-E-2 Seniority Integration**

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

### **1-F Labor Disputes**

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

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

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

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

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

### **1-G Foreign Ownership and Bases**

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

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

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

### **1-H Board Seat**

**1-H-1** Consistent with the provisions of Article Fourth, Part II of the amended and restated certificate of incorporation of UCH in effect on July 1, 2012 (the "Restated Certificate"), the Association's United Airlines Master Executive Council ("MEC") shall be entitled to elect one director (a "Pilot Director") to the UCH Board of Directors (or a successor corporation solely to the extent specifically set forth in Article Fourth, Part II of the Restated Certificate). The parties acknowledge and agree that the provisions of Article Fourth, Part II of the Restated Certificate satisfy the requirements of the preceding sentence and that such entitlement shall

be subject to all of the terms and conditions set forth in Article Fourth, Part II of the Restated Certificate.

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

## **1-I General Furlough Protection**

**1-I-1** No Pilot on the Seniority List as of the date of signing of this Agreement shall be placed on furlough on less than ninety (90) days advance written notice.

**1-I-2** No Pilot on the Seniority List as of the date of signing of this Agreement shall be placed on furlough if the staffing at the time of notice or at time of furlough is less than the manpower requirements of Section 8 for any position.

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

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

## **1-J Review Committee**

**1-J-1** A standing committee, consisting of two (2) Association representatives and two (2) Company representatives (plus additional representatives if deemed appropriate by the Association and the Company) (the "Related Carrier Review Committee" or "RCRC") shall be maintained by the parties. The RCRC may establish such subcommittees as it deems appropriate. The RCRC and its subcommittees shall meet as often as they deem necessary, but no less than quarterly, in order to implement and monitor compliance with this Section 1.

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

**1-J-3** The RCRC shall review all new and modified agreements concerning the Company's relationships with other air carriers as governed by this Section 1 in order to ensure compliance with the terms of this Section 1. In reviewing agreements with United Express

Carriers, the RCRC shall make such recommendations to the Company as the RCRC deems appropriate for the purpose of strengthening the Company's contractual relationships with United Express Carriers and protecting the Company's feed.

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

## **1-K Remedies**

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

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

## **1-L Definitions**

The following definitions shall apply to the capitalized terms in this Section 1:

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

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

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

**1-L-4** “Company” means United Airlines, Inc.

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

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

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

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

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

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

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

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

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

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

**1-L-11** “Domestic Code Share Carrier” means a Domestic Air Carrier other than the Company that engages in flying under a Code Share Agreement with the Company (but not under or

pursuant to a Livery Agreement or Revenue Share Agreement with the Company or a Company Affiliate), and also means any Domestic Air Carrier that conducts Flights using the Designator Code and brand name of that Domestic Code Share Carrier (e.g., US Airways Express) under a Revenue Share Agreement to the extent such Flights are operated with Regional Aircraft.

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

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

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

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

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

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

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

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

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

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

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

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

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

**1-L-25** “New Small Narrowbody Aircraft” means a CS100, E190 or E195 aircraft, provided that such aircraft is neither in the Company Fleet as of the date of signing of this Agreement nor acquired through merger or acquisition of another air carrier.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## Section 2 - Definitions

**2-A Active Employment, Active Service, Active Pilot** means a Pilot is available for assignment, on sick leave or on vacation for any part of a Bid Period, including any “Pilot in Active Service” within the meaning of Section 24-A-2-a-(1) but excluding Pilots described in Sections 24-A-4 or 24-A-5.

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

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

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

**2-E Basic Flight** means a Flight that operates within the fifty (50) United States, Canada, Mexico, Central America, that portion of South America which is north of fifteen (15) degrees south latitude, Bermuda, and the Caribbean Islands.

**2-F Base** means a geographical location designated by the Company where pilots are based.

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

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

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

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

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

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

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

**2-N Class 3 Crew Rest Facility** means a crew rest facility that meets the definition of Class 3, as established by either FAR 117 or an approved FRMS.

**2-O Day** means the period of time from 0100 on a calendar day to 0059 on the next calendar day.

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

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

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

**2-S Equipment** means aircraft or an aircraft grouping.

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

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

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

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

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

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

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

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

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

**2-CC Global Flight** means a Flight that is not a Basic Flight.

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

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

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

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

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

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

**2-HH-2** All Line Credit value included in Monthly Schedule Preferencing in the schedules of pilots used in the denominator (e.g., Line Credit for absences, activities, carry-in Trips, vacation, training including Recurrent Ground Training).

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

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

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

**2-LL Monthly Schedule Preferencing** means the process by which pilots are awarded a schedule for a Bid Period. Monthly Schedule Preferencing begins when bidding for schedule preferencing first opens and ends when schedules are loaded into the crew management system.

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

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

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

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

**2-QQ Pilot** means a Captain or First Officer.

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

**2-SS Reserve** means a Pilot who is not a Lineholder.

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

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

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

**2-WW Trip** means a series of Flight Segments and/or Surface Deadheads, starting at the report time before the first Departure from the Pilot's Base and ending at the release time after the final Arrival at the Pilot's Base.

## Section 3 - Compensation

### 3-A Pay Rates

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

#### Captain Pay Rates on First Day of Bid Period in which Date of Signing Occurs

Aircraft	Longevity											
	1	2	3	4	5	6	7	8	9	10	11	12
A380	302.98	305.43	307.94	310.41	312.90	315.36	317.84	320.30	322.79	325.23	327.71	330.20
A350	215.43	217.17	218.95	220.71	222.48	224.23	225.99	227.74	229.51	231.25	233.01	234.78
A330	215.43	217.17	218.95	220.71	222.48	224.23	225.99	227.74	229.51	231.25	233.01	234.78
747	215.43	217.17	218.95	220.71	222.48	224.23	225.99	227.74	229.51	231.25	233.01	234.78
777	215.43	217.17	218.95	220.71	222.48	224.23	225.99	227.74	229.51	231.25	233.01	234.78
787	215.43	217.17	218.95	220.71	222.48	224.23	225.99	227.74	229.51	231.25	233.01	234.78
767-400	215.43	217.17	218.95	220.71	222.48	224.23	225.99	227.74	229.51	231.25	233.01	234.78
767-200/300	178.04	179.55	181.01	182.50	184.03	185.46	186.84	188.38	189.73	191.76	193.81	195.82
757-300	178.04	179.55	181.01	182.50	184.03	185.46	186.84	188.38	189.73	191.76	193.81	195.82
757-200	173.47	174.81	176.19	177.63	179.05	180.48	181.89	183.29	184.71	186.12	187.56	188.97
737-800/900	173.47	174.81	176.19	177.63	179.05	180.48	181.89	183.29	184.71	186.12	187.56	188.97
A320/321	173.47	174.81	176.19	177.63	179.05	180.48	181.89	183.29	184.71	186.12	187.56	188.97
MD80/90	173.47	174.81	176.19	177.63	179.05	180.48	181.89	183.29	184.71	186.12	187.56	188.97
A319	166.17	167.54	168.92	170.28	171.65	173.02	174.39	175.76	177.13	178.50	179.87	181.24
737-500/700	166.17	167.54	168.92	170.28	171.65	173.02	174.39	175.76	177.13	178.50	179.87	181.24
CS300	166.17	167.54	168.92	170.28	171.65	173.02	174.39	175.76	177.13	178.50	179.87	181.24
EMB195	130.70	131.67	132.76	133.84	134.88	135.96	137.01	138.09	139.15	140.23	141.33	142.38
EMB190	111.19	112.02	112.94	113.85	114.73	115.66	116.55	117.48	118.38	119.30	120.23	121.12
CRJ900	111.19	112.02	112.94	113.85	114.73	115.66	116.55	117.48	118.38	119.30	120.23	121.12

#### First Officer Pay Rates on First Day of Bid Period in which Date of Signing Occurs

Aircraft	Longevity											
	1	2	3	4	5	6	7	8	9	10	11	12
A380	60.92	163.41	191.23	195.87	200.56	205.62	211.36	216.19	218.53	221.50	223.49	225.53
A350	60.92	116.19	135.97	139.27	142.60	146.20	150.28	153.72	155.38	157.49	158.91	160.36
A330	60.92	116.19	135.97	139.27	142.60	146.20	150.28	153.72	155.38	157.49	158.91	160.36
747	60.92	116.19	135.97	139.27	142.60	146.20	150.28	153.72	155.38	157.49	158.91	160.36
777	60.92	116.19	135.97	139.27	142.60	146.20	150.28	153.72	155.38	157.49	158.91	160.36
787	60.92	116.19	135.97	139.27	142.60	146.20	150.28	153.72	155.38	157.49	158.91	160.36
767-400	60.92	116.19	135.97	139.27	142.60	146.20	150.28	153.72	155.38	157.49	158.91	160.36
767-200/300	60.92	96.06	112.41	115.16	117.95	120.92	124.24	127.17	128.44	130.59	132.18	133.74
757-300	60.92	96.06	112.41	115.16	117.95	120.92	124.24	127.17	128.44	130.59	132.18	133.74
757-200	60.92	93.52	109.41	112.09	114.78	117.67	120.96	123.73	125.05	126.75	127.91	129.07
737-800/900	60.92	93.52	109.41	112.09	114.78	117.67	120.96	123.73	125.05	126.75	127.91	129.07
A320/321	60.92	93.52	109.41	112.09	114.78	117.67	120.96	123.73	125.05	126.75	127.91	129.07
MD80/90	60.92	93.52	109.41	112.09	114.78	117.67	120.96	123.73	125.05	126.75	127.91	129.07
A319	60.92	89.63	104.88	107.44	110.04	112.81	115.97	118.64	119.92	121.56	122.67	123.79
737-500/700	60.92	89.63	104.88	107.44	110.04	112.81	115.97	118.64	119.92	121.56	122.67	123.79
CS300	60.92	89.63	104.88	107.44	110.04	112.81	115.97	118.64	119.92	121.56	122.67	123.79
EMB195	60.92	70.45	82.44	84.45	86.46	88.65	91.11	93.22	94.20	95.50	96.39	97.24
EMB190	60.92	60.92	70.14	71.84	73.55	75.41	77.51	79.30	80.14	81.24	82.00	82.72
CRJ900	60.92	60.92	70.14	71.84	73.55	75.41	77.51	79.30	80.14	81.24	82.00	82.72

### Captain Pay Rates on January 1, 2014

Aircraft	Longevity											
	1	2	3	4	5	6	7	8	9	10	11	12
A380	328.73	331.39	334.11	336.79	339.50	342.17	344.86	347.53	350.23	352.87	355.57	358.27
A350	233.74	235.63	237.56	239.47	241.39	243.29	245.20	247.10	249.02	250.91	252.82	254.74
A330	233.74	235.63	237.56	239.47	241.39	243.29	245.20	247.10	249.02	250.91	252.82	254.74
747	233.74	235.63	237.56	239.47	241.39	243.29	245.20	247.10	249.02	250.91	252.82	254.74
777	233.74	235.63	237.56	239.47	241.39	243.29	245.20	247.10	249.02	250.91	252.82	254.74
787	233.74	235.63	237.56	239.47	241.39	243.29	245.20	247.10	249.02	250.91	252.82	254.74
767-400	233.74	235.63	237.56	239.47	241.39	243.29	245.20	247.10	249.02	250.91	252.82	254.74
767-200/300	193.17	194.81	196.40	198.01	199.67	201.22	202.72	204.39	205.86	208.06	210.28	212.46
757-300	193.17	194.81	196.40	198.01	199.67	201.22	202.72	204.39	205.86	208.06	210.28	212.46
757-200	188.21	189.67	191.17	192.73	194.27	195.82	197.35	198.87	200.41	201.94	203.50	205.03
737-800/900	188.21	189.67	191.17	192.73	194.27	195.82	197.35	198.87	200.41	201.94	203.50	205.03
A320/321	188.21	189.67	191.17	192.73	194.27	195.82	197.35	198.87	200.41	201.94	203.50	205.03
MD80/90	188.21	189.67	191.17	192.73	194.27	195.82	197.35	198.87	200.41	201.94	203.50	205.03
A319	180.29	181.78	183.28	184.75	186.24	187.73	189.21	190.70	192.19	193.67	195.16	196.65
737-500/700	180.29	181.78	183.28	184.75	186.24	187.73	189.21	190.70	192.19	193.67	195.16	196.65
CS300	180.29	181.78	183.28	184.75	186.24	187.73	189.21	190.70	192.19	193.67	195.16	196.65
EMB195	141.81	142.86	144.04	145.22	146.34	147.52	148.66	149.83	150.98	152.15	153.34	154.48
EMB190	120.64	121.54	122.54	123.53	124.48	125.49	126.46	127.47	128.44	129.44	130.45	131.42
CRJ900	120.64	121.54	122.54	123.53	124.48	125.49	126.46	127.47	128.44	129.44	130.45	131.42

### First Officer Pay Rates on January 1, 2014

Aircraft	Longevity											
	1	2	3	4	5	6	7	8	9	10	11	12
A380	66.10	177.30	207.48	212.52	217.61	223.10	229.33	234.57	237.11	240.33	242.49	244.70
A350	66.10	126.07	147.53	151.11	154.72	158.63	163.05	166.79	168.59	170.88	172.42	173.99
A330	66.10	126.07	147.53	151.11	154.72	158.63	163.05	166.79	168.59	170.88	172.42	173.99
747	66.10	126.07	147.53	151.11	154.72	158.63	163.05	166.79	168.59	170.88	172.42	173.99
777	66.10	126.07	147.53	151.11	154.72	158.63	163.05	166.79	168.59	170.88	172.42	173.99
787	66.10	126.07	147.53	151.11	154.72	158.63	163.05	166.79	168.59	170.88	172.42	173.99
767-400	66.10	126.07	147.53	151.11	154.72	158.63	163.05	166.79	168.59	170.88	172.42	173.99
767-200/300	66.10	104.23	121.96	124.95	127.98	131.20	134.80	137.98	139.36	141.69	143.42	145.11
757-300	66.10	104.23	121.96	124.95	127.98	131.20	134.80	137.98	139.36	141.69	143.42	145.11
757-200	66.10	101.47	118.71	121.62	124.54	127.67	131.24	134.25	135.68	137.52	138.78	140.04
737-800/900	66.10	101.47	118.71	121.62	124.54	127.67	131.24	134.25	135.68	137.52	138.78	140.04
A320/321	66.10	101.47	118.71	121.62	124.54	127.67	131.24	134.25	135.68	137.52	138.78	140.04
MD80/90	66.10	101.47	118.71	121.62	124.54	127.67	131.24	134.25	135.68	137.52	138.78	140.04
A319	66.10	97.25	113.79	116.57	119.39	122.40	125.83	128.72	130.11	131.89	133.10	134.31
737-500/700	66.10	97.25	113.79	116.57	119.39	122.40	125.83	128.72	130.11	131.89	133.10	134.31
CS300	66.10	97.25	113.79	116.57	119.39	122.40	125.83	128.72	130.11	131.89	133.10	134.31
EMB195	66.10	76.44	89.45	91.63	93.81	96.19	98.85	101.14	102.21	103.62	104.58	105.51
EMB190	66.10	66.10	76.10	77.95	79.80	81.82	84.10	86.04	86.95	88.15	88.97	89.75
CRJ900	66.10	66.10	76.10	77.95	79.80	81.82	84.10	86.04	86.95	88.15	88.97	89.75

### Captain Pay Rates on January 1, 2015

Aircraft	Longevity											
	1	2	3	4	5	6	7	8	9	10	11	12
<b>A380</b>	338.59	341.33	344.13	346.89	349.69	352.44	355.21	357.96	360.74	363.46	366.24	369.02
<b>A350</b>	240.75	242.70	244.69	246.65	248.63	250.59	252.56	254.51	256.49	258.44	260.40	262.38
<b>A330</b>	240.75	242.70	244.69	246.65	248.63	250.59	252.56	254.51	256.49	258.44	260.40	262.38
<b>747</b>	240.75	242.70	244.69	246.65	248.63	250.59	252.56	254.51	256.49	258.44	260.40	262.38
<b>777</b>	240.75	242.70	244.69	246.65	248.63	250.59	252.56	254.51	256.49	258.44	260.40	262.38
<b>787</b>	240.75	242.70	244.69	246.65	248.63	250.59	252.56	254.51	256.49	258.44	260.40	262.38
<b>767-400</b>	240.75	242.70	244.69	246.65	248.63	250.59	252.56	254.51	256.49	258.44	260.40	262.38
<b>767-200/300</b>	198.97	200.65	202.29	203.95	205.66	207.26	208.80	210.52	212.04	214.30	216.59	218.83
<b>757-300</b>	198.97	200.65	202.29	203.95	205.66	207.26	208.80	210.52	212.04	214.30	216.59	218.83
<b>757-200</b>	193.86	195.36	196.91	198.51	200.10	201.69	203.27	204.84	206.42	208.00	209.61	211.18
<b>737-800/900</b>	193.86	195.36	196.91	198.51	200.10	201.69	203.27	204.84	206.42	208.00	209.61	211.18
<b>A320/321</b>	193.86	195.36	196.91	198.51	200.10	201.69	203.27	204.84	206.42	208.00	209.61	211.18
<b>MD80/90</b>	193.86	195.36	196.91	198.51	200.10	201.69	203.27	204.84	206.42	208.00	209.61	211.18
<b>A319</b>	185.70	187.23	188.78	190.29	191.83	193.36	194.89	196.42	197.96	199.48	201.01	202.55
<b>737-500/700</b>	185.70	187.23	188.78	190.29	191.83	193.36	194.89	196.42	197.96	199.48	201.01	202.55
<b>CS300</b>	185.70	187.23	188.78	190.29	191.83	193.36	194.89	196.42	197.96	199.48	201.01	202.55
<b>EMB195</b>	146.06	147.15	148.36	149.58	150.73	151.95	153.12	154.32	155.51	156.71	157.94	159.11
<b>EMB190</b>	124.26	125.19	126.22	127.24	128.21	129.25	130.25	131.29	132.29	133.32	134.36	135.36
<b>CRJ900</b>	124.26	125.19	126.22	127.24	128.21	129.25	130.25	131.29	132.29	133.32	134.36	135.36

### First Officer Pay Rates on January 1, 2015

Aircraft	Longevity											
	1	2	3	4	5	6	7	8	9	10	11	12
<b>A380</b>	68.08	182.62	213.70	218.90	224.14	229.79	236.21	241.61	244.22	247.54	249.76	252.04
<b>A350</b>	68.08	129.85	151.96	155.64	159.36	163.39	167.94	171.79	173.65	176.01	177.59	179.21
<b>A330</b>	68.08	129.85	151.96	155.64	159.36	163.39	167.94	171.79	173.65	176.01	177.59	179.21
<b>747</b>	68.08	129.85	151.96	155.64	159.36	163.39	167.94	171.79	173.65	176.01	177.59	179.21
<b>777</b>	68.08	129.85	151.96	155.64	159.36	163.39	167.94	171.79	173.65	176.01	177.59	179.21
<b>787</b>	68.08	129.85	151.96	155.64	159.36	163.39	167.94	171.79	173.65	176.01	177.59	179.21
<b>767-400</b>	68.08	129.85	151.96	155.64	159.36	163.39	167.94	171.79	173.65	176.01	177.59	179.21
<b>767-200/300</b>	68.08	107.36	125.62	128.70	131.82	135.14	138.84	142.12	143.54	145.94	147.72	149.46
<b>757-300</b>	68.08	107.36	125.62	128.70	131.82	135.14	138.84	142.12	143.54	145.94	147.72	149.46
<b>757-200</b>	68.08	104.51	122.27	125.27	128.28	131.50	135.18	138.28	139.75	141.65	142.94	144.24
<b>737-800/900</b>	68.08	104.51	122.27	125.27	128.28	131.50	135.18	138.28	139.75	141.65	142.94	144.24
<b>A320/321</b>	68.08	104.51	122.27	125.27	128.28	131.50	135.18	138.28	139.75	141.65	142.94	144.24
<b>MD80/90</b>	68.08	104.51	122.27	125.27	128.28	131.50	135.18	138.28	139.75	141.65	142.94	144.24
<b>A319</b>	68.08	100.17	117.20	120.07	122.97	126.07	129.60	132.58	134.01	135.85	137.09	138.34
<b>737-500/700</b>	68.08	100.17	117.20	120.07	122.97	126.07	129.60	132.58	134.01	135.85	137.09	138.34
<b>CS300</b>	68.08	100.17	117.20	120.07	122.97	126.07	129.60	132.58	134.01	135.85	137.09	138.34
<b>EMB195</b>	68.08	78.73	92.13	94.38	96.62	99.08	101.82	104.17	105.28	106.73	107.72	108.68
<b>EMB190</b>	68.08	68.08	78.38	80.29	82.19	84.27	86.62	88.62	89.56	90.79	91.64	92.44
<b>CRJ900</b>	68.08	68.08	78.38	80.29	82.19	84.27	86.62	88.62	89.56	90.79	91.64	92.44

### Captain Pay Rates on January 1, 2016

Aircraft	Longevity											
	1	2	3	4	5	6	7	8	9	10	11	12
A380	348.75	351.57	354.45	357.30	360.18	363.01	365.87	368.70	371.56	374.36	377.23	380.09
A350	247.97	249.98	252.03	254.05	256.09	258.11	260.14	262.15	264.18	266.19	268.21	270.25
A330	247.97	249.98	252.03	254.05	256.09	258.11	260.14	262.15	264.18	266.19	268.21	270.25
747	247.97	249.98	252.03	254.05	256.09	258.11	260.14	262.15	264.18	266.19	268.21	270.25
777	247.97	249.98	252.03	254.05	256.09	258.11	260.14	262.15	264.18	266.19	268.21	270.25
787	247.97	249.98	252.03	254.05	256.09	258.11	260.14	262.15	264.18	266.19	268.21	270.25
767-400	247.97	249.98	252.03	254.05	256.09	258.11	260.14	262.15	264.18	266.19	268.21	270.25
767-200/300	204.94	206.67	208.36	210.07	211.83	213.48	215.06	216.84	218.40	220.73	223.09	225.39
757-300	204.94	206.67	208.36	210.07	211.83	213.48	215.06	216.84	218.40	220.73	223.09	225.39
757-200	199.68	201.22	202.82	204.47	206.10	207.74	209.37	210.99	212.61	214.24	215.90	217.52
737-800/900	199.68	201.22	202.82	204.47	206.10	207.74	209.37	210.99	212.61	214.24	215.90	217.52
A320/321	199.68	201.22	202.82	204.47	206.10	207.74	209.37	210.99	212.61	214.24	215.90	217.52
MD80/90	199.68	201.22	202.82	204.47	206.10	207.74	209.37	210.99	212.61	214.24	215.90	217.52
A319	191.27	192.85	194.44	196.00	197.58	199.16	200.74	202.31	203.90	205.46	207.04	208.63
737-500/700	191.27	192.85	194.44	196.00	197.58	199.16	200.74	202.31	203.90	205.46	207.04	208.63
CS300	191.27	192.85	194.44	196.00	197.58	199.16	200.74	202.31	203.90	205.46	207.04	208.63
EMB195	150.44	151.56	152.81	154.07	155.25	156.51	157.71	158.95	160.18	161.41	162.68	163.88
EMB190	127.99	128.95	130.01	131.06	132.06	133.13	134.16	135.23	136.26	137.32	138.39	139.42
CRJ900	127.99	128.95	130.01	131.06	132.06	133.13	134.16	135.23	136.26	137.32	138.39	139.42

### First Officer Pay Rates on January 1, 2016

Aircraft	Longevity											
	1	2	3	4	5	6	7	8	9	10	11	12
A380	70.12	188.10	220.11	225.47	230.86	236.68	243.30	248.86	251.55	254.97	257.25	259.60
A350	70.12	133.75	156.52	160.31	164.14	168.29	172.98	176.94	178.86	181.29	182.92	184.59
A330	70.12	133.75	156.52	160.31	164.14	168.29	172.98	176.94	178.86	181.29	182.92	184.59
747	70.12	133.75	156.52	160.31	164.14	168.29	172.98	176.94	178.86	181.29	182.92	184.59
777	70.12	133.75	156.52	160.31	164.14	168.29	172.98	176.94	178.86	181.29	182.92	184.59
787	70.12	133.75	156.52	160.31	164.14	168.29	172.98	176.94	178.86	181.29	182.92	184.59
767-400	70.12	133.75	156.52	160.31	164.14	168.29	172.98	176.94	178.86	181.29	182.92	184.59
767-200/300	70.12	110.58	129.39	132.56	135.77	139.19	143.01	146.38	147.85	150.32	152.15	153.94
757-300	70.12	110.58	129.39	132.56	135.77	139.19	143.01	146.38	147.85	150.32	152.15	153.94
757-200	70.12	107.65	125.94	129.03	132.13	135.45	139.24	142.43	143.94	145.90	147.23	148.57
737-800/900	70.12	107.65	125.94	129.03	132.13	135.45	139.24	142.43	143.94	145.90	147.23	148.57
A320/321	70.12	107.65	125.94	129.03	132.13	135.45	139.24	142.43	143.94	145.90	147.23	148.57
MD80/90	70.12	107.65	125.94	129.03	132.13	135.45	139.24	142.43	143.94	145.90	147.23	148.57
A319	70.12	103.18	120.72	123.67	126.66	129.85	133.49	136.56	138.03	139.93	141.20	142.49
737-500/700	70.12	103.18	120.72	123.67	126.66	129.85	133.49	136.56	138.03	139.93	141.20	142.49
CS300	70.12	103.18	120.72	123.67	126.66	129.85	133.49	136.56	138.03	139.93	141.20	142.49
EMB195	70.12	81.09	94.89	97.21	99.52	102.05	104.87	107.30	108.44	109.93	110.95	111.94
EMB190	70.12	70.12	80.73	82.70	84.66	86.80	89.22	91.28	92.25	93.51	94.39	95.21
CRJ900	70.12	70.12	80.73	82.70	84.66	86.80	89.22	91.28	92.25	93.51	94.39	95.21



### Captain Pay Rates on January 1, 2017

Aircraft	Longevity											
	1	2	3	4	5	6	7	8	9	10	11	12
A380	359.21	362.12	365.08	368.02	370.99	373.90	376.85	379.76	382.71	385.59	388.55	391.49
A350	255.41	257.48	259.59	261.67	263.77	265.85	267.94	270.01	272.11	274.18	276.26	278.36
A330	255.41	257.48	259.59	261.67	263.77	265.85	267.94	270.01	272.11	274.18	276.26	278.36
747	255.41	257.48	259.59	261.67	263.77	265.85	267.94	270.01	272.11	274.18	276.26	278.36
777	255.41	257.48	259.59	261.67	263.77	265.85	267.94	270.01	272.11	274.18	276.26	278.36
787	255.41	257.48	259.59	261.67	263.77	265.85	267.94	270.01	272.11	274.18	276.26	278.36
767-400	255.41	257.48	259.59	261.67	263.77	265.85	267.94	270.01	272.11	274.18	276.26	278.36
767-200/300	211.09	212.87	214.61	216.37	218.18	219.88	221.51	223.35	224.95	227.35	229.78	232.15
757-300	211.09	212.87	214.61	216.37	218.18	219.88	221.51	223.35	224.95	227.35	229.78	232.15
757-200	205.67	207.26	208.90	210.60	212.28	213.97	215.65	217.32	218.99	220.67	222.38	224.05
737-800/900	205.67	207.26	208.90	210.60	212.28	213.97	215.65	217.32	218.99	220.67	222.38	224.05
A320/321	205.67	207.26	208.90	210.60	212.28	213.97	215.65	217.32	218.99	220.67	222.38	224.05
MD80/90	205.67	207.26	208.90	210.60	212.28	213.97	215.65	217.32	218.99	220.67	222.38	224.05
A319	197.01	198.64	200.27	201.88	203.51	205.13	206.76	208.38	210.02	211.62	213.25	214.89
737-500/700	197.01	198.64	200.27	201.88	203.51	205.13	206.76	208.38	210.02	211.62	213.25	214.89
CS300	197.01	198.64	200.27	201.88	203.51	205.13	206.76	208.38	210.02	211.62	213.25	214.89
EMB195	154.95	156.11	157.39	158.69	159.91	161.21	162.44	163.72	164.99	166.25	167.56	168.80
EMB190	131.83	132.82	133.91	134.99	136.02	137.12	138.18	139.29	140.35	141.44	142.54	143.60
CRJ900	131.83	132.82	133.91	134.99	136.02	137.12	138.18	139.29	140.35	141.44	142.54	143.60

### First Officer Pay Rates on January 1, 2017

Aircraft	Longevity											
	1	2	3	4	5	6	7	8	9	10	11	12
A380	72.22	193.74	226.71	232.23	237.79	243.78	250.60	256.33	259.10	262.62	264.97	267.39
A350	72.22	137.76	161.22	165.12	169.06	173.34	178.17	182.25	184.23	186.73	188.41	190.13
A330	72.22	137.76	161.22	165.12	169.06	173.34	178.17	182.25	184.23	186.73	188.41	190.13
747	72.22	137.76	161.22	165.12	169.06	173.34	178.17	182.25	184.23	186.73	188.41	190.13
777	72.22	137.76	161.22	165.12	169.06	173.34	178.17	182.25	184.23	186.73	188.41	190.13
787	72.22	137.76	161.22	165.12	169.06	173.34	178.17	182.25	184.23	186.73	188.41	190.13
767-400	72.22	137.76	161.22	165.12	169.06	173.34	178.17	182.25	184.23	186.73	188.41	190.13
767-200/300	72.22	113.90	133.27	136.54	139.84	143.37	147.30	150.77	152.29	154.83	156.71	158.56
757-300	72.22	113.90	133.27	136.54	139.84	143.37	147.30	150.77	152.29	154.83	156.71	158.56
757-200	72.22	110.88	129.72	132.90	136.09	139.51	143.42	146.70	148.26	150.28	151.65	153.03
737-800/900	72.22	110.88	129.72	132.90	136.09	139.51	143.42	146.70	148.26	150.28	151.65	153.03
A320/321	72.22	110.88	129.72	132.90	136.09	139.51	143.42	146.70	148.26	150.28	151.65	153.03
MD80/90	72.22	110.88	129.72	132.90	136.09	139.51	143.42	146.70	148.26	150.28	151.65	153.03
A319	72.22	106.28	124.34	127.38	130.46	133.75	137.49	140.66	142.17	144.13	145.44	146.76
737-500/700	72.22	106.28	124.34	127.38	130.46	133.75	137.49	140.66	142.17	144.13	145.44	146.76
CS300	72.22	106.28	124.34	127.38	130.46	133.75	137.49	140.66	142.17	144.13	145.44	146.76
EMB195	72.22	83.52	97.74	100.13	102.51	105.11	108.02	110.52	111.69	113.23	114.28	115.30
EMB190	72.22	72.22	83.15	85.18	87.20	89.40	91.90	94.02	95.02	96.32	97.22	98.07
CRJ900	72.22	72.22	83.15	85.18	87.20	89.40	91.90	94.02	95.02	96.32	97.22	98.07

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

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

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

**3-A-3-a-(1)** Example: If the total number of aircraft applicable to the 737 Equipment type is thirty (30) 737-700s and seventy (70) 737-800s, the blended pay rate for a 12-year 737 Captain in January 2014 is 0.3 times \$196.65 plus 0.7 times \$205.03, or \$202.52.

**3-A-3-a-(2)** Example: Since the 777 Equipment type has one (1) applicable aircraft type, the blended pay rate for a 12-year 777 Captain in January 2014 is equal to the operating pay rate, or \$254.74.

**3-A-3-a-(3)** Example: If the total number of aircraft applicable to the 756 Equipment type is twenty (20) 767-400s, thirty (30) 767-200s, twenty (20) 757-300s and thirty (30) 757-200s, the blended pay rate for a 8-year 756 Captain in January 2014 is 0.2 times \$247.10 plus 0.3 times \$204.39 plus 0.2 times \$204.39 plus 0.3 times \$198.87, or \$211.28.

**3-A-3-b** Only the aircraft in the Company Fleet, defined in Section 1-L-6, shall be included in the calculations in Section 3-A-3-a.

**3-B Longevity for Pay**

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

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

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

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

### **3-C Base Pay**

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

##### **3-C-1-a Lineholder MPG**

**3-C-1-a-(1)** A Lineholder’s MPG is equal to two hours and twenty minutes (2:20) for each day in his awarded schedule that is not a vacation day and is not an unpaid absence, but shall in no case be more than seventy (70) hours.

**3-C-1-a-(2)** If a Lineholder’s PTC drops below the MPG specified in Section 3-C-1-a-(1), his MPG will become equal to and then track with his PTC, provided that his final MPG will be no greater than seventy (70) hours.

**3-C-1-a-(3)** If a Lineholder’s initial PTC is below the MPG specified in Section 3-C-1-a-(1), a change in his PTC shall cause a proportional change to his MPG, but in no case will his MPG be more than seventy (70) hours.

**3-C-1-a-(3)-(a)** Example: A Lineholder’s initial PTC is fifty (50) hours and his MPG is seventy (70) hours. If his PTC is reduced to forty (40) hours, his MPG shall be reduced to fifty-six (56) hours. If his PTC is then increased to forty-five (45) hours, his MPG will increase to sixty-three (63) hours.

**3-C-1-a-(3)-(b)** A Lineholder shall remain subject to Section 3-C-1-a-(3) until his PTC equals or exceeds his MPG, in which case his MPG shall become equal to and then track with his PTC, provided that his final MPG shall be no greater than seventy (70) hours.

##### **3-C-1-b Reserve MPG**

**3-C-1-b-(1)** A Reserve’s MPG, rounded to the nearest minute, shall be four hours, three minutes and twenty seconds (4:03:20) for each reserve day.

**3-C-1-b-(1)-(a)** When a Reserve has two (2) unused Short Call and/or Field Standby assignments in a Bid Period, his MPG shall increase by one (1) hour for each of the next three (3) unused Short Call or Field Standby assignments. A used Short Call assignment is one in which he is assigned to Field Standby without an intervening Off-Duty Period or is assigned to a Trip scheduled to depart within thirteen (13) hours of the time the Trip assignment is made. A used Field Standby assignment is one in which he is given a Trip that is scheduled to depart prior to an intervening Off-Duty Period.

**3-C-1-b-(1)-(b)** When a Reserve has five (5) unused Short Call and/or Field Standby assignments in a Bid Period that were assigned to him (that is, not picked up), his MPG shall increase by one (1) hour for each subsequent unused Short Call or Field Standby assignment that is also assigned to him.

**3-C-1-b-(2)** Notwithstanding Section 3-C-1-b-(1), a Reserve who is awarded a pure Short Call line shall receive an MPG, rounded to the nearest minute, of four hours, thirteen minutes and twenty seconds (4:13:20) for each reserve day.

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

**3-C-1-b-(4)** If a Reserve requires a day off to be restored in a subsequent Bid Period under the provisions of Section 5-F-5-e, the lost day off shall not count as a reserve day when calculating his MPG in the current Bid Period. If he is a Reserve in the Bid Period in which the restoration occurs, the restored day off shall count as a reserve day when calculating his MPG in that Bid Period.

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

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

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

**3-C-2-c** Notwithstanding Section 3-C-2-b, if the Lineholder receives an assignment under Section 20-H-5 or Step Five or Step Six of Section 20-I, if the net pay value of the transaction is positive, his PTC value shall increase by the net pay value of the transaction. If the net pay value of the transaction is negative, his PTC is unaffected.

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

**3-C-2-e** If the Lineholder drops an assignment without pay, including using unpaid sick leave, his PTC shall decrease by the pay value of the assignment dropped.

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

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

**3-C-3 Line Pay Value**

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

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

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

**3-C-3-c-(1)** The sum of the pay value of each Flight Segment in the Trip that actually operates. The pay value for each Flight Segment is the greater of actual pay hours or scheduled Flight Time for that Flight Segment.

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

**3-C-3-d** If a Pilot is given an assignment under Section 20-H-5 or Step Six of Section 20-I that requires a schedule repair, his Line Pay Value shall be the greater of his Line Pay Value as it existed before the assignment was made or his Line Pay Value after he completes the assignment.

**3-C-3-e** For a Flight that operates over two (2) Bid Periods, the pay value for such flight shall attach to the Bid Period that contains the flight's local Departure time.

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

**3-C-3-g** Reserve Call Out Pay. When a Reserve at his Base is called to an airport and he does not fly, deadhead or sit Field Standby, he shall receive two (2) hours of pay.

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

**3-C-3-i** A Pilot who has days blocked for OE, in accordance with Section 20-C-3-c, shall receive pay equal to the greater of:

**3-C-3-i-(1)** three (3) hours for each day blocked (excluding the three (3) days off as provided for in Section 9-F-12); or

**3-C-3-i-(2)** three (3) hours per day while awaiting the start of his first OE Trip (excluding the three (3) days off as provided for in Section 9-F-12) plus the pay value of the OE Trip(s).

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

### **3-D Add Pay**

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

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

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

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

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

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

**3-D-4-c** Example: A Lineholder with an original Arrival time of 4 pm is reassigned into his day off. If there were six (6) hours of scheduled Flight Time after his original Arrival time, four (4) of which were on his day off, he shall receive three (3) hours of Add Pay for Section 20-L-6-a Late Pay and an additional two (2) hours of Add Pay for Section 20-L-6-b Day-Off Pay.

### **3-E Training Pay**

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

**3-E-1-a** A Pilot shall receive three and three-quarters (3.75) hours of pay per day for recurrent training.

**3-E-1-b** A Pilot shall receive three and three-quarters (3.75) hours of pay per day for training of less than five (5) days, excluding recurrent training.

**3-E-1-c** A Pilot shall receive three (3) hours of pay per day for training of five (5) days or more, excluding recurrent training.

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

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

**3-E-2-b** A Reserve shall receive pay equal to five hours (5:00) for each reserve day dropped.

#### **3-E-3 Distance Learning**

**3-E-3-a** In accordance with Section 9-G-16 and notwithstanding Section 3-E-2, a Pilot shall receive one (1) hour of Add Pay for every (4) hours of the standard training length of the distance learning (as determined according to Section 9-G-16-c), prorated, with a minimum pay of one (1) hour.

**3-E-4** Section 3-E shall not apply to training covered under Section 9-J.

### **3-F Vacation Pay**

**3-F-1** Vacation included in Monthly Schedule Preferencing shall be paid as three and one-quarter (3.25) hours of Add Pay per day.

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

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

**3-F-2-b** A Reserve shall receive pay equal to five hours (5:00) for each reserve day dropped.

### **3-G Other Paid Absences and Activities**

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

**3-G-1-a** The provisions of Section 3-G-1 do not apply to pilots awaiting training immediately after being recalled from furlough or to pilots on Company business.

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

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

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

**3-G-2-b** A Reserve shall receive pay equal to five hours (5:00) for each reserve day dropped.

### **3-H Profit Sharing**

**3-H-1** Pilots shall participate in the Company profit sharing plan.

**3-H-2** For profit-sharing based on the years 2012 and 2013, the Company profit sharing plan shall be funded with fifteen percent (15%) of pre-tax profit.

**3-H-3** For profit-sharing based on the years 2014 and beyond, the Company profit sharing plan shall be funded with ten percent (10%) of pre-tax profit up to a pre-tax margin of six and nine-tenths percent (6.9%) plus twenty percent (20%) of pre-tax profit in excess of a pre-tax margin of six and nine-tenths percent (6.9%).

**3-H-4** Special and unusual items shall be excluded from pre-tax profit when making the calculations in Sections 3-H-2 and 3-H-3.

### **3-I Miscellaneous**

**3-I-1** International Override. A Pilot shall receive Add Pay of six dollars and fifty cents (\$6.50) per hour for Captains and four dollars and fifty cents (\$4.50) per hour for First Officers for any flight that operates to or from an airport outside of the contiguous United States, Alaska, or Canada.

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

**3-I-3** Reassignments or operational loss of flying may increase or decrease a Pilot's Line Pay Value, in accordance with Section 3-C-3-c. Reassignments or operational loss of flying do not impact a Lineholder's PTC.

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

**3-I-5** A Pilot shall be paid on the first (1st) and sixteenth (16th) of the month for the preceding Bid Period. The gross pay on the first (1st) shall be one half (1/2) of his MPG for the preceding Bid Period and the gross pay on the sixteenth (16th) shall be his calculated earnings from the preceding Bid Period less the gross pay received on the first (1st). In the event that either the first (1st) or the sixteenth (16th) of the month falls on a holiday or weekend, a Pilot shall be paid on the first business day immediately preceding the weekend or holiday, except that January 1st pay shall be paid on the first business day immediately following the holiday.

### **3-J New Aircraft Types**

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

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

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

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

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

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

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

**3-J-1-e** Upon final agreement, or upon issuance of the arbitrator's award, as the case may be, retroactive compensation, if applicable, shall be paid to all pilots who operated the new



aircraft type in revenue service before the parties' agreement became effective or the award issued.

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



## Section 4 - Expenses, Lodging, and Transportation

### 4-A Per Diem

**4-A-1** Effective for 2012 on the first day of the Bid Period in which date of signing of the Agreement occurs, when on duty or on flight assignment, a Pilot shall receive two dollars and ten cents (\$2.10) per hour for Flights within the continental United States and Canada and two dollars and fifty-five cents (\$2.55) per hour for all other Flights, calculated from the time he is scheduled to report for duty or actually reports for duty, whichever is later, and shall continue until termination of duty or assignment upon return to his Base. These per diem rates shall be increased by five cents (\$0.05) on each January 1st thereafter.

### 4-A-2 Crew Meals

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

Condition	Crew Meal Entitlements
1) When reporting for duty between 0001 and 0800 local time	One (1) Breakfast [Note: One (1) breakfast shall be considered as having also satisfied the requirement for one (1) meal in instances of overlapping entitlements with conditions 2) through 7) below.]
2) Duty period exceeds five (5) consecutive hours (exclusive of report and debrief time; inclusive of Surface Deadhead) without a scheduled consecutive ground time of at least 1:30 hours in duration	One (1) meal
3) Non-stop flight segments scheduled 4:00 hours to 4:59 hours in duration	One (1) meal
4) Non-stop flight segments scheduled 5:00 hours to 9:59 hours in duration	One (1) meal and one (1) snack
5) Non-stop flight segments scheduled 10:00 hours to 11:59 hours in duration	Two (2) meals

Condition	Crew Meal Entitlements
6) Non-stop flight segments scheduled 12:00 hours to 15:59 hours in duration	Two (2) meals and one (1) snack This snack shall be provided prior to Departure.
7) Non-stop flight segments scheduled 16:00 hours or more in duration	Three (3) meals

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

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

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

**4-A-2-d Unavailable Crew Meals**

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

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

**4-A-2-d-(3)** Notwithstanding Section 4-A-2-d-(1), in lieu of a Company provided breakfast, pilots shall receive a stipend of ten dollars (\$10.00) if no catering facilities exist at an airport where a crew breakfast is required.

**4-A-2-e** When a crew meal is to be provided, a Pilot may only order a special crew meal if the caterer for the Company at the departure airport produces special meals. Special meal options shall be limited to those produced by that caterer at that location.

**4-A-3** The Company shall provide a supply of "energy" food to be available for the Pilot at his request on all Flights. The type and location of this food shall be reviewed with the Association on a periodic basis.

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

## **4-B Hotel Guidelines**

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

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

## **4-C Hotel Accommodations**

### **4-C-1 Ground Time**

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

**4-C-1-b** Pilots, when scheduled for continuous ground time of two (2) hours to four (4) hours, shall be furnished suitable lounge facilities as necessary to minimize fatigue. Such facilities shall be reviewed periodically with the Association. If the Company is unable to provide the above lounge facilities at non-Base airports, the Association may request and the Company shall provide mutually acceptable off airport facilities.

**4-C-1-c** Pilots when scheduled for continuous ground time in excess of four (4) hours shall be furnished suitable single occupancy lodging in accordance with this Section 4-C and the Hotel Guidelines. Unless otherwise agreed by the parties during the hotel selection process, rooms shall be located within fifteen (15) minutes normal driving time from the airport.

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

### **4-C-2 Layovers**

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

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

**4-C-2-c** A Pilot scheduled for a layover at a hotel that is sixteen (16) to thirty (30) minutes normal driving time from the layover airport may be scheduled for a minimum rest period pursuant to Section 5-E-3-a. Unless the scheduled layover hotel has been selected in accordance with Section 4-C-2-d, the maximum normal driving time from the layover airport shall not exceed thirty (30) minutes.

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

#### **4-C-3 Reimbursement for Hotel Expenses**

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

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

### **4-D Transportation**

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

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

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

**4-D-4** When a Trip originates and terminates at an airport that is not the primary airport of a Pilot’s Base, he shall receive a mileage allowance of twenty-nine cents (\$0.29) per mile or the mileage rate found in Company policy, whichever is greater, for the actual performance of the scheduled trip calculated for the round trip driving distance between his Base airport and the airport at which the trip originates and terminates. Further, he shall receive twenty dollars (\$20.00) per hour plus per diem set forth in Section 4-A-1, calculated using the applicable time listed in the table directly below. However, the provisions of this Section 4-D-4 shall not apply to Surface Deadhead between LGA/JFK and IAD/DCA.

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

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

### 4-E-1 TDY

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

**4-E-1-b** The Pilot shall be provided suitable single lodging accommodations or be reimbursed for reasonable actual hotel expenses if he is required to secure his own

accommodations. The Pilot shall also be furnished transportation to and from his TDY assignment, plus transportation between the lodgings and the airport or reimbursed for reasonable actual transportation expenses if not furnished by the Company. The Company shall provide reimbursement for reasonable actual laundry and cleaning expenses when a TDY period is greater than five (5) consecutive days.

#### **4-E-2 Special Assignment**

**4-E-2-a** When a Pilot is away from his Base on special assignment (not including pilots covered under Section 4-E-1), reasonable actual expenses shall be reimbursed for meals, transportation, laundry and lodging when not provided by the Company. Upon application, a Pilot shall be given an advance by the Company to cover such expense while on special assignment and within five (5) days after returning to his domicile or at the close of each week in the event a Pilot is away for a period longer than one (1) week. He shall submit an expense account for such advance in accordance with Company regulations and if he has returned to his domicile, such expense account shall be accompanied by the balance of any money advanced and not accounted for on such expense accounts.

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

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

#### **4-F Uniforms**

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

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

#### **4-G New Hire Pilots**

**4-G-1** While in training, new hire pilots shall be provided lodging and expenses as set forth in Section 9-E.

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

#### **4-H Miscellaneous Expenses**

**4-H-1** If the issuing authority for a passport or required visa mandates that a Pilot appear in person to obtain or renew such document, the Pilot shall receive one (1) hour of Add Pay. In addition, he shall be eligible for reimbursement of reasonably associated expenses (e.g. parking) when supported by receipts.



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

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

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

**4-H-5** Deadheading pilots, pilots traveling to and from training, and any pilots otherwise traveling at the direction of the Company are entitled to reimbursement for the use of inflight entertainment (e.g., DirecTV and internet) during such Flights.

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

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

**4-H-8** Reimbursement for Expenses

**4-H-8-a** Except as specifically provided in Section 4-D-3 for TDY and Special Assignments, requests for all other reimbursements pursuant to this Section 4 shall be submitted to the Company within a reasonable time period following incurrence of such expenses.

**4-H-8-b** All requests for reimbursement shall be submitted in accordance with Company procedures and must be supported by receipts.



## Section 5 - Hours of Service

### 5-A Non-Company Flying

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

### 5-B Limitations on Hours of Service

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

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

**5-B-1-a-(1)** When any Pilot is on Involuntary Furlough, the LPA for a Category shall be no less than seventy-four (74) Line Credit hours and no greater than eighty-two (82) Line Credit hours, set to the nearest minute.

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

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

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

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

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

**5-B-1-c-(3)** The Line Credit value of vacation shall be three and one-quarter (3.25) hours per day.

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

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

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

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

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

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

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

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

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

**5-B-2-b Lineholders**

**5-B-2-b-(1)** A Lineholder’s “Flying Hours” is the Actual Block Hours performed in the Bid Period plus the scheduled block hours yet to be performed in the Bid Period.

**5-B-2-b-(2)** A Lineholder’s “Nonflying Hours” is the Line Credit value from Section 5-B-1-c for any paid absence or activity that was included in Monthly Schedule Preferencing and that remains on his schedule, plus the scheduled block hours in Trips that are dropped with pay, plus five (5) hours for each duty day that he performs as a recurrent training fill-in (not including duty days consisting entirely of travel) in accordance with Section 20-Q-11.

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

**5-B-2-b-(4)** If in the Actual Operation the sum of a Lineholder’s Flying Hours and Nonflying Hours exceeds ninety-two (92) hours, before departing on his next Trip his schedule shall be repaired in accordance with Section 20-F to bring such sum to ninety (90) hours or less. However, after a Lineholder has departed on his next to last Trip of the Bid Period, the Company may choose to not apply this provision for the balance of the Bid Period.

**5-B-2-b-(5)** A Lineholder may waive the limits in this Section 5-B-2-b. Additionally, a Lineholder shall be deemed to have waived such limits if his voluntary schedule adjustments cause the sum of his Flying Hours and Nonflying Hours to exceed ninety (90) hours. In either case, the waiver cannot be rescinded, except that when a

Lineholder who uses the trip-trading system to cause such sum to rise above ninety (90) hours then subsequently to drop below ninety (90) hours, he shall be afforded the opportunity to rescind such waiver.

**5-B-2-b-(6)** After a Lineholder has departed on his last Trip of the Bid Period, the Company may choose to not apply the limits in this Section 5-B-2-b for the balance of the Bid Period.

**5-B-2-c Reserves**

**5-B-2-c-(1)** A Reserve’s “Flying Hours” is the Actual Block Hours performed in the Bid Period, plus the scheduled block hours yet to be performed in the Bid Period, plus one (1) hour for every two (2) hours of deadhead performed or yet to be performed associated with revenue flying, excluding deadhead associated with CRAF and Charter flying.

**5-B-2-c-(2)** A Reserve’s “Nonflying Hours” is the Line Credit value from Section 5-B-1-c for any paid absence or activity that was included in Monthly Schedule Preferencing and that remains on his schedule, plus four hours and three minutes (4:03) for each reserve day on sick leave or recurrent ground training and five (5) hours for all other reserve days entitled to be dropped for five (5) hours of pay, plus five (5) hours for each reserve day that he performs as a recurrent training fill-in (including reserve days spent traveling to such fill-in assignments) in accordance with Section 20-Q-11.

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

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

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

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

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

**5-B-3** A Pilot shall not be assigned or reassigned to more than eight (8) hours Flight Time during any unaugmented Duty Period, except that a Pilot may be assigned or reassigned to up

to nine (9) hours Flight Time during an unaugmented Duty Period that contains two (2) or more Flying Flight Segments, that does not contain ANF, and that reports between 0500 and 1959 (using the time frame of reference in effect for the Duty Period in accordance with Section 5-E-1).

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

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

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

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

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

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

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

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

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

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

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

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

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

**5-C Deadhead**

**5-C-1 Basic Flight Deadheading**

When On-Line deadheading on a Basic Flight, a Pilot shall be booked positive space as outlined below.

**5-C-1-a** If the deadhead leg is three (3) hours or less, the booking shall be in Economy Plus with a priority order of aisle, then window, then middle seat.

**5-C-1-b** When deadheading to a Flight assignment if i) the deadhead leg is greater than three (3) hours and less than or equal to eight (8) hours, and ii) the deadhead leg is in the same Duty Period as the Flight assignment, the deadhead booking shall be as follows:

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

**5-C-1-b-(2)** On a two-class aircraft, the Pilot shall be booked in First Class. If First Class is not available at the time of booking, the booking shall be in Economy Plus with a priority order of aisle, then window, then middle seat.

**5-C-1-c** When deadheading to an Off-Duty Period and the deadhead leg is greater than three (3) hours and less than or equal to eight (8) hours, the booking shall be in Business Class if on a three-class aircraft. If Business Class is not available at the time of booking, or the aircraft is a two-class aircraft, the booking shall be in Economy Plus with a priority order of aisle, then window, then middle seat.

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

**5-C-1-e** A Pilot whose deadhead is booked under this Section 5-C-1 shall not be required to deadhead in Economy Class if the seat is not an Economy Plus seat except that:

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

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

**5-C-1-f** Regardless of the class of service booked, pilots may be upgraded to a higher class of service at the gate after the Company has accommodated all other passenger upgrades.

**5-C-1-g** If the Company's business travel policy for pilots allows a Pilot to book in a higher class of service than that required in this Section 5-C-1, then the deadheading Pilot shall be booked in that higher class of service.

**5-C-1-h** A deadheading Pilot booked in First or Business Class shall not be downgraded to Economy Class to accommodate an upgraded passenger.

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

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

#### **5-C-2 Global Flight Deadheading**

When On-Line deadheading on a Global Flight, a Pilot shall be booked positive space. Pilots shall be booked in Business Class, if available at the time of booking. If Business Class is unavailable, the booking shall be in First Class, if available at the time of booking. If both Business Class and First Class are unavailable, Business Class shall be overbooked to accommodate the Pilot, unless Business Class does not exist on the aircraft, in which case First Class shall be overbooked to accommodate the Pilot. When a Pilot is booked in Business Class, he may be upgraded to First Class at the gate on the day of Departure, but only after all revenue passenger upgrades have been accommodated (e.g., MileagePlus upgrades). When a Pilot is overbooked in Business Class or First Class, he shall be boarded in Business Class or First Class and may not be downgraded to Economy Class (including Economy Plus). In no case shall a Pilot whose deadheading is booked under this Section 5-C-2 be required to deadhead in Economy Class (including Economy Plus).

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

#### **5-C-4 Off-line Deadheading**

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

**5-C-4-b** Off-line deadheading on a Basic Flight of three (3) hours or more shall be booked in First Class, if available at the time of booking.

**5-C-4-c** Off-line deadheading on a Global Flight of three (3) hours or more shall be booked in Business Class, if available. If Business Class is unavailable, First Class shall be booked. If



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

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

**5-C-5** A Pilot may waive any provision in Section 5-C.

## **5-D Deadhead Deviation**

**5-D-1** A Pilot may elect to deviate from a deadhead provided he contacts the Company no later than fifteen (15) hours prior to the deadhead or the time of assignment or reassignment, whichever is later. The Company may waive this notification requirement.

**5-D-2** A Pilot shall be provided PS5 positive-space authorization for his deviation. When deviating, a Pilot is not permitted, nor is the Company required, to book over the positive-space authorization levels for the deviation.

### **5-D-3 At the Start of a Trip**

If a Pilot who has notified the Company of his election to deviate at the start of a Trip is reassigned so that the original deadhead is no longer required, then:

**5-D-3-a** if the Pilot has verified for the original Trip, he shall be permitted to use the positive-space authorization of his deviation to travel to the location at which the reassigned Trip begins.

**5-D-3-b** if the Pilot has not verified for the original Trip, his deviation and positive-space authorization shall be canceled.

### **5-D-4 In the Middle of a Trip**

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

### **5-D-5 At the End of a Trip**

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

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

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

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

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

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

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

A Lineholder whose last Flying Flight Segment before the deviation is a Basic Flight must contact the Company after the Arrival of the last Flying Flight Segment of the Trip. If he is not given a reassignment at that time, he shall be released to the deviation, provided that with sufficient reason for doing so, the Company may require him to remain available for up to three (3) hours but no later than 1900 local time for reassignment.

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

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

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

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

**5-D-6** When a Pilot deviates from his originally scheduled deadhead segment, the pay value of the Trip shall not be modified as a result of the deviation. A Reserve's schedule shall be modified to reflect the earliest possible On-Line deadhead returning him to his Base (even if not contractually compliant) and he may be given a subsequent reserve assignment based on that modified schedule.

**5-D-7** A Pilot may waive any provision in Section 5-D.

**5-E Scheduled On-Duty Provisions**

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

**5-E-1 Scheduled Duty Limitations**

**5-E-1-a** When constructing Trips for Monthly Schedule Preferencing, unaugmented Duty Period limits shall be at least thirty (30) minutes more restrictive than the flight duty limits

established by FAR 117, unless waived by the SSC. In all other instances, unaugmented Duty Period limits shall match those established by FAR 117.

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

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

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

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

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

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

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

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

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

**5-E-1-c-(1)-(b)** Deadheading pilots shall be booked in accordance with Section 5-C-1-b for all deadheading done on Basic Flights in the Duty Period.

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

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

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

**5-E-1-d** A Duty Period that ends with a deadheading Flight Segment, including a Duty Period consisting solely of deadheading, shall be limited to:

**5-E-1-d-(1)** One (1) hour more than the unaugmented Duty Period limits in Section 5-E-1-a, if any of the deadheading is done in Economy Class in accordance with Section 5-C-1.

**5-E-1-d-(2)** One (1) hour more than the double-augmented Duty Period limits in Section 5-E-1-c-(1), if all of the deadheading is done in Business Class or First Class.

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

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

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

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

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

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

**5-E-1-h** Surface Deadheading

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

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

**5-E-1-h-(1)-(a)** The Duty Period shall include the travel time for the airport pair. If a layover occurs before or after the Surface Deadhead, the travel time shall be added to the Duty Period in which the Pilot travels between the airports. Such time shall not be considered Deadhead Time for the application of Section 5-G-5. This Section 5-E-1-h-(1)-(a) shall not apply to downtown layovers in New York City, downtown layovers between IAD and DCA, and downtown layovers between OAK and SFO if scheduled for a downtown San Francisco hotel.

**5-E-1-h-(1)-(b)** When the Surface Deadhead occurs at the beginning or end of a Trip, the travel time for the airport pair shall be added to either the first or last Duty Period of the Trip, as determined by the Company. One-half (1/2) of such time shall be considered Deadhead Time for the application of Section 5-G-5.

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

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

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

**5-E-1-h-(2)-(c)** The estimated Flight Time between the airports shall be considered Deadhead Time for the application of Section 5-G-5.

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

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

### **5-E-2 Report and Release Times**

**5-E-2-a** Each Pilot must verify his intention to fly his next scheduled Trip no earlier than thirty-six (36) hours and no later than fifteen (15) hours prior to the Trip's scheduled report time. A Pilot who receives an assignment by instantaneous pickup or by positive contact is considered to have verified. The Company shall attempt to contact a Pilot who has not verified by the deadline; if such contact is unsuccessful, the Pilot may be removed from the Trip without pay.

### **5-E-2-b Report Times**

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

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

**5-E-2-b-(2)-(a)** The report time shall be sixty (60) minutes if the Duty Period is unaugmented and the first Flight does not depart at an airport on one side of the Atlantic or Pacific Ocean and arrive at an airport on the other side of the Atlantic or Pacific Ocean.

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

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

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

### **5-E-2-c Release Times**

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

**5-E-2-c-(2) Global Flight** – The release time shall be thirty (30) minutes when ending a Duty Period whose last Flight is a Global Flight. If in the Actual Operation at certain airport locations the thirty (30) minute release time is continually less than required, the

Company and the Association agree to discuss increasing the release time to a more reasonable amount of time.

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

### **5-E-3 Minimum Scheduled Off-Duty Time**

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

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

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

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

**5-E-3-d** Eighteen (18) hours after a Global Duty Period that contains more than eight (8) hours of Flight Time.

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

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

**5-E-3-e-(2)** During Monthly Schedule Preferencing, a Lineholder may select a value between twelve hours and forty-five minutes (12:45) and fourteen hours (14:00), to the nearest minute, to be the minimum off-duty time provided at the conclusion of each Trip when awarding the Pilot's schedule. However, if the selected value makes it mathematically impossible to award a schedule in the Line Credit range, such value shall not be used.

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

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

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

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

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

**5-E-4 Lineholder Minimum Days Off**

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

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

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



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

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

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

**5-E-5 Reserve Minimum Days Off**

**5-E-5-a** When a Reserve is available for a full Bid Period, he shall be scheduled for twelve (12) days off in each thirty (30)-day Bid Period and thirteen (13) days off in each thirty-one (31)-day Bid Period.

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

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

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

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

**5-E-5-d** If a Reserve is moved to a Line of Flying, he shall receive the days off in that Line of Flying in lieu of the days off in his reserve line for the same period. Such Reserve shall comply with the provisions of Section 5-E-4 not Section 5-E-5, and if a schedule repair is necessary to comply with the provisions of Section 5-E-4, it shall be made in accordance with Section 20-F-1.

**5-E-6 Types of Reserve Days Off**

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

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

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

**5-E-6-d CDO** (Converted Day Off): a reserve day off, voluntarily converted from RDO or HDO, that may be disrupted for the assignment of a Trip.

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

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

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

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

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

**5-E-7-d** For Global Reserves available for the full Bid Period, schedules shall be constructed with the following:

**5-E-7-d-(1)** one period of six (6) consecutive HDOs; and

**5-E-7-d-(2)** in a thirty (30) day month, either two (2) periods of three (3) RDOs or three (3) periods of two (2) RDOs, except that the start of one such period shall be an FDO; or

**5-E-7-d-(3)** in a thirty-one (31) day month, either two (2) periods of two (2) RDOs and one (1) period of three (3) RDOs, or one period of three (3) RDOs and one (1) period of four (4) RDOs, except that the start of one such period shall be an FDO.

**5-E-7-e** For Global Reserves available for a partial Bid Period, schedules shall be constructed with one period of prorated HDOs. Prorated patterns of RDOs shall be in accordance with a table maintained and published by the Company and the Association. The start of one (1) period of RDOs shall be an FDO.

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

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

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

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

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

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

**5-E-7-h** On a daily basis, using normal rounding, the Company shall not require more than eighty percent (80%) of the available Reserves to be scheduled for a reserve day. For purposes of this Section 5-E-7-h, “available Reserves” is the number of pilots below the G Line who could be a reserve on a given day; for example, a Pilot with no absences or activities is ‘available’ every day in the Bid Period. In a targeted manner the Company need not comply with this eighty percent (80%) rule during the first five (5) days of the Bid Period, and if requested, shall demonstrate to the SSC why it was necessary to exceed the eighty percent (80%) limit.

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

**5-E-8 Reserve Schedule Modification**

**5-E-8-a CDO** - After Monthly Schedule Preferencing, the Company may solicit volunteers to convert RDO(s) or HDO(s) to CDO(s). No later than three (3) days prior to the beginning of the Bid Period, the Company shall award such conversions, for a day or period of days, in seniority order. The day or period of days must immediately follow a period of reserve availability but may not follow a period of six (6) days of reserve availability. These restrictions may be waived with concurrence between the Company and the Reserve. Each converted day shall increase the Reserve’s MPG by one (1) hour.

**5-E-8-b VDO** - A Reserve may convert his days off to VDO, except that CDOs may only be converted with Company concurrence. He may not withdraw the conversion at the time of assignment or between 1100 and 1500. If the Company actually disrupts a VDO(s), the

Reserve shall receive fifty percent (50%) Add Pay for all scheduled Flight Time and Deadhead Time on and after the VDOs through and including the day the Trip ends (including reserve days), with a minimum Add Pay of two hours and thirty minutes (2:30) per disrupted VDO. Section 20-L-6 shall not apply to such Reserve. If the disruption was allowable without the conversion to VDO, the Pilot shall not receive such Add Pay for that day or days.

**5-E-8-c** Within seventy-two (72) hours after Monthly Schedule Preferencing, the Company may move days off as necessary to provide a minimum of one (1) day off in each seven (7) day period. A Global Reserve’s HDOs may not be moved under this Section 5-E-8-c.

**5-E-8-d** With the concurrence of both the Pilot and the Company, a Reserve’s scheduled days off may be rescheduled.

**5-E-9 Golden Days Off**

**5-E-9-a** Golden days off are preassigned days off that shall be awarded throughout the vacation year. A Pilot may be awarded up to two (2) sets of golden days off in a vacation year. Each set shall contain one (1) or two (2) golden days off. Golden days off count as a day or days off towards the minimum day off requirements of Section 5-E-4 and 5-E-5.

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

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

**5-E-9-d** Golden days off shall be awarded in seniority order and shall not be awarded on a Holiday or the day on either side of a Holiday. A Pilot shall not be awarded more than one (1) set of golden days off in a Bid Period. Golden days off shall be canceled if a Pilot is activated in a Category different from that in which the golden days off were awarded.

**5-E-9-e** During Monthly Schedule Preferencing, a Global Reserve with golden days off shall be awarded a schedule in accordance with the day-off patterns of Section 5-E-7, except that the period of days off that includes his golden days shall serve as his single period of HDOs, which may contain fewer HDOs than required in Sections 5-E-7-d and 5-E-7-e. A Global Reserve’s FDO may not occur in this single period of HDOs.

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

**5-E-10-a** The ANF restrictions in this Section 5-E-10 shall not apply to an augmented Global Flight.

**5-E-10-b Definitions**

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

**5-E-10-b-(2)** All Night Flying (“ANF”) means a flight segment, any portion of which, scheduled to operate from 0230 to 0329.

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

**5-E-10-c** No Pilot may be scheduled for duty in consecutive WOCL periods except that, with his concurrence, a Pilot may be scheduled for duty in a maximum of two (2) consecutive WOCL periods. By concurring, a Reserve waives the restrictions contained in Section 20-K-3-c-(11).

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

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

**5-E-10-d-(2)** A Trip that contains ANF in the initial Duty Period can be covered by a Reserve who has been assigned a Field Standby assignment provided he received at least twelve (12) hours free from duty and free from telephone availability, prior to reporting for the Field Standby assignment.

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

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

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

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

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

**5-E-10-g-(1)-(b)** If the first segment in a two-segment ANF Duty Period is a deadhead, the deadheading Pilot shall be booked in accordance with the provisions of Section 5-C-1-b.

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

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

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

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

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

### **5-E-12 Trip Limitations**

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

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

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

## **5-F Actual On-Duty Provisions**

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

### **5-F-1 Actual Duty Limitations**

**5-F-1-a** Unaugmented Duty Period limits shall match those established by FAR 117.

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

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

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

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

**5-F-1-c-(1)-(b)** Deadheading pilots shall be booked in accordance with Section 5-C-1-b for all deadheading done on Basic Flights in the Duty Period.



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

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

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

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

**5-F-1-e** In the Actual Operation, when a deadhead or Surface Deadhead ends a Duty Period, including when a Duty Period consists solely of deadheading and/or Surface Deadheading, one (1) hour shall be added to the duty limits in this Section 5-F-1.

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

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

**5-F-1-h** The Company may offer Add Pay to a Pilot to waive contractual duty limitations, or to extend the flight duty period limits per allowable FAR limits when Pilot concurrence is required, provided there is only a single flight in the Duty Period and the offer is made and accepted before the takeoff of that flight. If the Company requests and the Pilot agrees to waive up to seventy-five (75) minutes, he shall receive two and one-half (2.5) hours of Add Pay. If the Company requests and the Pilot agrees to waive more than seventy-five (75) minutes, he shall receive five (5) hours of Add Pay.

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

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

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

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

**5-F-1-j** The Surface Deadheading provisions of Sections 5-E-1-h and 5-E-1-i shall apply to this Section 5-F-1.

**5-F-1-k** A Pilot may waive any provision in Section 5-F-1.

### **5-F-2 Report and Release Times**

The report and release time provisions of Section 5-E-2 shall apply to this Section 5-F, in addition to the following.

**5-F-2-a** The ninety (90) minute report time in Section 5-E-2-b-(2) may be reduced to not less than seventy-five (75) minutes, provided that when calculating the duty limits of Section 5-F-1 the Pilot shall be treated as having reported for duty ninety (90) minutes before Departure. This Section 5-F-2-a may not be applied to the first Duty Period of the Trip.

**5-F-2-b** When the originating segment of a Trip that starts with a Global Flight is delayed, a Pilot's report time and the start of his on-Duty Period shall not begin until ninety (90) or sixty (60) minutes (as determined by Section 5-E-2-b-(2)) before the revised Departure, provided that:

**5-F-2-b-(1)** the Company attempts to contact the Pilot four (4) or more hours before either the original scheduled Departure time or the last planned Departure time of which he was notified, or

**5-F-2-b-(2)** the Company contacts the Pilot about the delay prior to the last planned report time of which he was notified.

**5-F-2-b-(3)** In the application of this provision, the Company shall follow all reasonable instructions provided by the Pilot to reach him.

**5-F-2-c** When a Pilot is required to provide a urine or breath specimen at the conclusion of his Trip in order to comply with Federally-mandated random drug or alcohol testing programs, the Duty Period he has just completed shall, notwithstanding Section 5-F-1, be extended by fifteen (15) minutes. Such duty time shall be included in the computation of the Trip's pay value. It is understood that the fifteen (15) minute duty extension shall not restrict the testing in any way and shall constitute full compensation for participation in the drug or alcohol testing programs regardless of the actual amount of time spent by the Pilot in such testing.

### **5-F-3 Minimum Actual Off-Duty Time**

If more than one (1) of the following provisions applies, the greatest amount of off-duty time shall be used.

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

**5-F-3-b** Ten hours and forty-five minutes (10:45), if the layover hotel is more than thirty (30) minutes normal drive time from the layover airport.

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

**5-F-3-d** In the Actual Operation, eleven (11) hours after an unaugmented Duty Period that exceeds twelve (12) hours, except that the Off-Duty Period may be less than eleven (11) hours provided that the Pilot's next Off-Duty Period is at least thirteen (13) hours.

**5-F-3-d-(1)** If a Pilot is projected to require a schedule repair due to Section 5-F-3-d, he shall continue to fly his Trip until the point he actually requires a schedule repair. However, if he is projected to require a schedule repair prior to transiting an Equipment-Base, the Company may reassign the Pilot prior to the point he shall actually require a schedule repair, in accordance with Section 20-F.

**5-F-3-e** Sixteen (16) hours after a Basic Duty Period that contains a Flight Segment scheduled for more than eight (8) hours.

**5-F-3-f** Sixteen (16) hours after a Global Duty Period that contains more than eight (8) scheduled hours of Flight Time.

**5-F-3-g** Ten hours and forty-five minutes (10:45) at the conclusion of a Trip. A Pilot may waive this provision.

**5-F-3-h** The earliest time a Reserve may be required to report for his next assignment shall be determined as follows:

**5-F-3-h-(1)** If twelve hours and forty-five minutes (12:45) after the conclusion of the Trip is earlier than the scheduled time established for the Reserve in Section 5-E-3-e-(1), the earliest time the Reserve may be required to report for his next assignment is twelve hours and forty-five minutes (12:45) after the conclusion of the trip.

**5-F-3-h-(2)** If ten hours and forty-five minutes (10:45) after the conclusion of the Trip is later than the scheduled time established for the Reserve in Section 5-E-3-e-(1), the earliest time the Reserve may be required to report for his next assignment is ten hours and forty-five minutes (10:45) after the conclusion of the Trip.

**5-F-3-h-(3)** If the Reserve's next assignment is made under the provisions of Section 20-1-6-h-(1), the earliest time the Reserve may be required to report for his next assignment is ten hours and forty-five minutes (10:45) after the conclusion of the Trip.

**5-F-3-h-(4)** If none of Sections 5-F-3-h-(1), 5-F-3-h-(2) or 5-F-3-h-(3) apply, the earliest time the Reserve may be required to report for his next assignment is the scheduled time established for the Reserve in Section 5-E-3-e-(1).

**5-F-3-h-(5)** A Reserve may waive the provisions in Section 5-F-3-h.

**5-F-3-i** Twenty-two (22) hours after a Global Trip.

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

**5-F-3-k** When an Off-Duty Period occurs at a layover hotel, in no case shall a Pilot have less than nine (9) hours of room availability.

**5-F-3-l** The minimum Off-Duty Period in this Section 5-F-3 may be reduced by one (1) hour, but must include at least eight hours and thirty minutes (8:30) of room availability, when such period extends to or beyond 0200 Standard Time on the day when the change is made from Standard Time to Daylight Time at a location where the time change is made. For a Reserve, this reduction may not be applied to an Off-Duty Period served at his Base.

**5-F-3-m** When a reassignment or the Actual Operation causes a Pilot’s Off-Duty Period between two (2) Trips to fall below the minimum actual off-duty times in this Section 5-F-3, the Company may combine the two (2) Trips into a single Trip. Such combined Trip may include modifications to either of the original two (2) Trips. Additionally, the Pilot’s Off-Duty Period at his Base may be changed to a layover at his Base or removed from his schedule.

**5-F-3-n** A Reserve who reports for an assignment but does not fly and is instead released shall be entitled to minimum actual off-duty time.

**5-F-3-o** A Pilot may waive any provision in Section 5-F-3 except for Section 5-F-3-d; however, he may waive Section 5-F-3-d(1).

**5-F-4 Lineholder Minimum Days Off**

**5-F-4-a** The Lineholder minimum days off provisions specified in Sections 5-E-4-a, 5-E-4-b and 5-E-4-d shall apply to this Section 5-F.

**5-F-4-b Restoration of Lineholder Minimum Days Off**

**5-F-4-b-(1)** Within twenty-four (24) hours of the completion of the assignment or reassignment that causes the need for restoration, the Lineholder shall provide two (2) choices for day off restoration. The restoration choices can occur in any combination of the current Bid Period and the Bid Period immediately following, if Monthly Schedule Preferencing for that following Bid Period is complete.

**5-F-4-b-(2)** Restoration shall be deferred if there are no future Trips in the Lineholder’s schedule, or if there is only one (1) future Trip in his schedule and he opts to defer. The deferral shall extend to the next Bid Period in which the Pilot has either a reserve day or if a Lineholder, at least two potential restoration choices. If the Pilot is a Reserve in that next Bid Period, his first reserve day shall be converted to a day off. If the Pilot is a Lineholder in that next Bid Period, he must provide his restoration choices no later than the start of Trip trading for that Bid Period.

**5-F-4-b-(3)** Restoration choices must be at the beginning or end of a Trip, cannot be on a Holiday, and if an assignment or reassignment requires more than one (1) day off to be restored, those days off must be restored as a block.

**5-F-4-b-(4)** If the Pilot does not provide restoration choices in the timeframes given above, the Company shall restore a day of its choosing in the Bid Period or Bid Periods from which the Pilot could have provided choices.

**5-F-4-b-(5)** To complete the restoration process, the Pilot's schedule shall be repaired, if needed, in accordance with Section 20-F.

#### **5-F-5 Reserve Minimum Days Off**

**5-F-5-a** The reserve minimum days off provisions specified in Section 5-E-5 shall apply to this Section 5-F.

**5-F-5-b** A Reserve who is reassigned into a day or days off shall have that day or days off restored, except that with concurrence between the Company and the Reserve, he may receive four (4) hours of Add Pay in lieu of restoration of one (1) day off.

**5-F-5-c** In the Actual Operation, if a Reserve flies into a day or days off, he must notify the Company prior to Trip release of his intent to remain on reserve for that day in order to have that day off restored. With concurrence between the Company and the Reserve, he may receive four (4) hours of Add Pay in lieu of restoration of that day off.

**5-F-5-d** A Reserve may only receive Add Pay in lieu of restoration under Sections 5-F-5-b and 5-F-5-c for a combined one (1) day per Bid Period.

**5-F-5-e** To restore a Reserve's day off, his next reserve day shall be converted to a day off. If the Pilot has no reserve days remaining in the Bid Period, the day off shall be restored in the next Bid Period in which the Pilot has either a reserve day or if a Lineholder, at least two (2) potential restoration choices. If the Pilot is a Reserve in that next Bid Period, his first reserve day shall be converted to a day off. If the Pilot is a Lineholder in that next Bid Period, he shall follow the Lineholder restoration process in Section 5-F-4-b.

#### **5-F-6 All Night Flying ("ANF") Restrictions on Reassignments**

**5-F-6-a** The ANF restrictions in this Section 5-F-6 shall not apply to a Global Flight that is scheduled with an augmented crew or in the Actual Operation.

**5-F-6-b** At the time of reassignment, a Pilot shall have a minimum of twelve (12) hours free from duty prior to a Duty Period that contains ANF, except that:

**5-F-6-b-(1)** A Reserve may be reassigned to a Trip which contains ANF in the initial Duty Period as long as the only obligation the Reserve has had in the twelve (12) hours prior to the required report time for the reassigned Duty Period containing ANF is telephone availability.

**5-F-6-b-(2)** ANF can be reassigned to a Reserve in the same Duty Period as a Field Standby assignment provided he received at least twelve (12) hours free from duty and free from telephone availability, prior to reporting for the Field Standby assignment.

**5-F-6-c** After reassigned ANF, an Off-Duty Period must be scheduled before the Pilot's next scheduled Flight Segment. However, this provision shall not apply to Duty Periods consisting solely of charter operations. The SSC may waive this provision.

**5-F-6-d** At the time of reassignment, an unaugmented Duty Period that contains ANF shall be a maximum of ten hours and forty-five minutes (10:45) except that this requirement shall not apply to Duty Periods consisting solely of charter operations.

**5-F-7** At the time of reassignment, a Pilot must be scheduled for an Off-Duty Period after an augmented Global Flight that is ANF and before his next scheduled Flight Segment. However, this provision shall not apply to Duty Periods consisting solely of charter operations. The SSC may waive this provision.

**5-F-8 Operational Integrity**

The Company may initiate the following procedures whenever it is anticipated that a flight crew shall be unable to depart on-time following a scheduled layover. The following procedures to reduce the minimum off-duty requirements only apply at a location that is not an Equipment-Base:

**5-F-8-a** Notwithstanding the provisions of Section 5-F-3 and with Pilot concurrence,

**5-F-8-a-(1)** the minimum Off-Duty Period after a Basic Duty Period that contains a Flight Segment scheduled for more than eight (8) hours or after a Global Duty Period that contains more than eight (8) scheduled hours of Flight Time shall be twelve (12) hours if the layover hotel is located within fifteen (15) minutes normal drive time from the airport or fourteen (14) hours if the layover hotel is located beyond fifteen (15) minutes normal drive time from the airport.

**5-F-8-a-(2)** the minimum Off-Duty Period after all other Duty Periods shall be the rest required by FAR if the layover hotel is located within fifteen (15) minutes normal drive time from the airport.

**5-F-8-b** Further, the following must be complied with:

**5-F-8-b-(1)** Each Pilot is notified prior to, or immediately upon, Arrival at the layover airport of the Company's request to implement this provision, and

**5-F-8-b-(2)** Transportation to the layover hotel is immediately available upon Arrival. If such transportation is not immediately available, the Pilot may, at his option and after contacting the Company upon his arrival at the hotel, revert to the actual minimum layover under Section 5-F-3.

**5-F-8-b-(3)** Prior to agreeing to an Off-Duty Period under this Section 5-F-8, the Pilot shall be informed of the anticipated duty following the Off-Duty Period.

**5-F-8-c** Following a Section 5-F-8-a Off-Duty Period, a Pilot may be scheduled to fly a single-segment Duty Period or be scheduled to fly a two (2) segment Duty Period of up to four (4) scheduled Flight hours and six (6) hours on duty that does not transit an Equipment-Base.

**5-F-8-d** Following a Section 5-F-8-c Duty Period, the Pilot shall be released or given an Off-Duty Period of not less than fourteen (14) hours that extends through 0459 Base time. If he is given such an Off-Duty Period, and provided he is notified prior to 1700 on the day following such Off-Duty Period, the Pilot may be:

**5-F-8-d-(1)** Reassigned to join the balance of his original Trip, or

**5-F-8-d-(2)** Reassigned other flying under Section 20-F, except that such other flying shall be scheduled to return the Pilot to his Base no later than two (2) hours after the scheduled Arrival time of his original Trip, or

**5-F-8-d-(3)** Released from further duty, except deadhead if necessary to return to his Base.

**5-F-8-e** If a Reserve is released under Section 5-F-8-d, he shall not be available to report for an assignment until he receives an Off-Duty Period of not less than fourteen (14) hours that extends through 0459 Base time.

**5-F-8-f** A Pilot who accepts a reduced minimum off-duty requirement under this Section 5-F-8-a shall receive five (5) hours of Add Pay. In addition, the Pilot's Line Pay Value shall be the greater of his Line Pay Value as it existed before he accepted the reduction or his Line Pay Value after Section 5-F-8 ceases to apply.

## **5-G Minimum Pay Value Provisions**

The following provisions shall apply to Trips.

**5-G-1** Schedules shall contain a minimum of one (1) hour pay value for each two (2) hours of duty time from 0600 to 2159 and a minimum of one (1) hour pay value for each one and three-quarter (1.75) hours of duty time from 2200 to 0559, prorated, on a schedule or actual basis, whichever is greater. The time frame of reference (i.e., Base time or local time) shall be the same as that used to determine the Duty Period limitations contained in Sections 5-E-1 (scheduled) or 5-F-1 (actual).

**5-G-2** Schedules shall contain a minimum of five (5) hours pay value, averaged, for each day in a Trip. This provision does not apply to publicity and courtesy flights. If a Pilot was assigned or reassigned to be released from a Trip before the start of a day, and if in the Actual Operation he is released after the start of that day but before 0400, that day shall not be included when calculating the pay value in this Section 5-G-2.

**5-G-3** Schedules shall contain a minimum of one (1) hour pay value for each three and one-half (3.5) hours elapsed time away from Base, prorated, on a schedule or actual basis, whichever is greater.

**5-G-4** When the minimum pay value provisions of Sections 5-G-1, 5-G-2 and/or 5-G-3 apply, the following additional provisions shall apply:

**5-G-4-a** Pay value accrued as a result of the application of Section 5-G-1 shall be added to the end of the last Flight in the Duty Period in which such pay value accrued.

**5-G-4-b** Pay value accrued as a result of the application of Sections 5-G-2 or 5-G-3 shall be added to the end of the last Flight in the Trip in which such pay value accrued.

**5-G-5** On a schedule or actual basis, whichever is greater, deadheading shall provide full pay value and shall be used to offset the minimum and actual pay value provisions provided in Sections 5-G-1, 5-G-2 and 5-G-3. Surface Deadheading and off-line deadheading shall only have a scheduled Deadhead Time.

## **5-H Field Standby Assignments**

**5-H-1** When a Pilot is called to the airport on a standby basis without a specified Flight assignment, his Duty Period shall begin at the time he is scheduled to report or actually reports, whichever is later.

**5-H-2** Without his concurrence, a Pilot shall not be held on standby duty at the airport in excess of four (4) hours and any assigned Flight must be scheduled to depart no later than five (5) hours from the start of his Duty Period. If a Pilot is released from standby duty without a flight assignment, he shall be entitled to a minimum Off-Duty Period.

**5-H-3** The Company may award lines consisting of Field Standby assignments, and the following provisions shall apply:

**5-H-3-a** The number of Field Standby lines, if any, shall be determined by the Company but may not exceed three (3) for each Category.

**5-H-3-b** Awards to standby lines shall be voluntary. Reserves available for the full Bid Period shall have priority, by seniority, for standby lines. Volunteer Reserves with absences and activities shall be awarded standby reserve lines for the portion of the Bid Period for which they are available.

**5-H-3-c** Scheduled standby report times following a day off shall be no earlier than 1600. Scheduled standby report times for the day preceding a scheduled day off shall be no later than 0700, unless complying with this Agreement or FAR requires a later report time; however, if the Pilot cannot report before 1200 he shall be released from any obligation for that day.

**5-H-3-d** A fourteen (14) hour Off-Duty Period shall be scheduled before a standby assignment. In the Actual Operation, a standby report time must be a minimum of twelve (12) hours after the Pilot's last Arrival time. The Pilot's next standby report time shall be delayed, if necessary to provide the minimum Off-Duty Period.

**5-H-3-e** Up to five (5) days of Open Flying can be added to each standby line after Monthly Schedule Preferencing on scheduled standby days only. Such assignments shall be offered in seniority order, taking into consideration each Pilot's available standby days. Preassigned Open Flying under Section 5-H-3-e shall normally be conducted during the first period of available days in the Bid Period and no standby Pilot shall be required to perform a preassigned Trip which departs prior to 1600 on his first scheduled available day of the Bid Period.



**5-H-3-f** The assignment of Open Flying made under Section 5-H-3-e and the publication of the Field Standby report times shall be completed by the twenty-eighth (28<sup>th</sup>) of the prior month.

**5-H-3-g** A standby reserve assignment can be converted into an additional day off, provided the Company provides notice to the Pilot at or prior to the end of the immediately preceding assignment. At the end of each assignment, each Pilot shall be obligated to check if he has been released from his next standby assignment; the Company shall provide an electronic means of checking whether he has been released.

**5-H-3-h** A Reserve without a standby line can continue to be called out at any time for standby assignments, as provided by the Agreement.

**5-H-3-i** A Reserve with a standby line is available for assignment to the same extent as a Reserve on individual Field Standby assignments.

## **5-I Crew Composition**

**5-I-1** An unaugmented crew shall consist of a Captain and a First Officer.

**5-I-2** A single-augmented crew shall consist of a Captain and two (2) First Officers or of two (2) Captains and a First Officer. The Company may determine and modify the crew composition of a single-augmented crew at any time.

**5-I-3** A double-augmented crew shall consist of a Captain and three (3) First Officers or of two (2) Captains and two (2) First Officers or of three (3) Captains and a First Officer. The Company may determine and modify the crew composition of a double-augmented crew at any time.

**5-I-3-a** However, a Flight scheduled for more than sixteen (16) hours may not be flown by a double-augmented crew consisting of a Captain and three (3) First Officers.

**5-I-3-b** Notwithstanding Section 5-I-3-a, if a Flight scheduled for more than sixteen (16) hours becomes open within thirteen (13) hours of the report time for the Trip and there are no Captain reserves available, the Trip may be flown with a Captain and three (3) First Officers. A Captain who operates such a Flight shall receive twenty-five percent (25%) Add Pay for the scheduled Flight Time of the Flight.

**5-I-4** All First Officers on an augmented crew shall have an ATP and type-rating for the aircraft, and shall be current and qualified to take off and land the airplane. If an augmented crew has only one First Officer, he shall be expected to sit in the flying seat during take-off and landing, regardless of awarded Trip or Trip number.

**5-I-5** Notwithstanding the assignment to a specific Trip or Trip number, Captain's authority shall determine a Pilot's role on an augmented Flight. The Company and the Association encourage pilots to assist in maintaining currency requirements by exchanging roles within a Trip whenever possible.

**5-I-6** If a Flying Flight Segment requires augmentation, then the same level of augmentation shall be required on all Flying Flight Segments in that Duty Period.

**5-I-7** If the scheduled Flight Time on any Trip between any two (2) airports requires augmentation in one (1) direction, augmentation at the same level shall be required on a scheduled basis on that segment when flown in the opposite direction.

**5-J Crew Rest Facilities**

**5-J-1** When augmentation is required, allowable crew rest facilities are:

**5-J-1-a** For 747-400 aircraft, one (1) bunk in the cockpit for each augmenting crewmember, plus one “break” seat for each augmenting crewmember which may be a premium “break” seat in the rest area, a premium cockpit jumpseat, or a premium “break” seat in business class (or higher).

**5-J-1-b** For 777-200 aircraft when single-augmented:

**5-J-1-b-(1)** one (1) bunk and one (1) premium “break” seat in business class (or higher);  
or

**5-J-1-b-(2)** one (1) IPP seat in the bunk room; or

**5-J-1-b-(3)** one (1) IPP seat in the cabin.

**5-J-1-c** For 777-200 aircraft when double-augmented:

**5-J-1-c-(1)** two (2) bunks and one (1) premium “break” seat in business class (or higher), plus an additional “break” seat in the highest class of service that is available (if any) after all revenue passengers have been accommodated. A premium seat shall be blocked for this additional “break” seat before being assigned to any non-revenue traveler holding PS1 status or below; or

**5-J-1-c-(2)** one (1) IPP seat in the bunk room and one (1) IPP seat in the cabin; or

**5-J-1-c-(3)** two (2) IPP seats in the cabin.

**5-J-1-d** For 777-200 aircraft when configured in a two-class, high-density format, a seat grouping of two (2) premium seats in the highest class of service, with a sound-deadening curtain and footrest (which may be portable).

**5-J-1-d-(1)** This crew rest configuration may only be used for single-augmented Basic Flights.

**5-J-1-e** For 787-8/9 aircraft when single-augmented, one (1) bunk and one (1) premium “break” seat in the crew rest facility.

**5-J-1-f** For 787-8/9 aircraft when double-augmented, two (2) bunks and one (1) premium “break” seat in the crew rest facility, plus an additional “break” seat in the highest class of service that is available (if any) after all revenue passengers have been accommodated. A premium seat shall be blocked for this additional “break” seat before being assigned to any non-revenue traveler holding PS1 status or below.

**5-J-1-g** For 767-200/300/400 aircraft, one (1) IPP seat per augmenting crewmember.

**5-J-1-h** For 757-200 aircraft equipped with lie-flat seats, one (1) premium lie-flat window seat. The adjacent aisle seat shall be the last seat assigned on the aircraft.

**5-J-1-h-(1)** This crew rest configuration may only be used for single-augmented flights.

**5-J-1-h-(2)** This crew rest configuration may only be used on aircraft with the following registration numbers: N58101, N14102, N33103, N17104, N17105, N14106, N14107, N21108, N12109, N13110, N57111, N18112, N13113, N12114, N14115, N12116, N19117, N14118, N18119, N14120, N14121, N17122, N26123, N29124, N12125, N17126, N48127, N17128, N29129, N19130, N34131, N33132, N17133, N67134, N41135, N19136, N34137, N13138, N17139, N41140, N19141.

**5-J-1-i** For 737, A320/319/321, 757-300, and 757-200 aircraft not equipped with lie-flat seats, one (1) premium seat grouping in the highest class of service.

**5-J-1-i-(1)** This crew rest configuration may only be used for single-augmented Basic Flights.

**5-J-2** All International Premium Product (“IPP”) seats shall have the following features:

**5-J-2-a** Recline to a lie-flat position.

**5-J-2-b** Be enclosed by either a bunk room or a sound-deadening, floor-length curtain.

**5-J-2-b-(1)** An acceptable sound-deadening, floor-length curtain is one equivalent to that used on subsidiary UAL B777B aircraft as of November 1, 2012.

**5-J-2-c** Be equivalent to passenger premium seats, including comfort and convenience items.

**5-J-2-d** Be either a pod seat or a seat grouping. The term “seat grouping” means a seat or group of adjacent seats that are separated from seats used by passengers by an aisle or window on both sides.

**5-J-3** IPP seat and bunk room configurations in use as of the date of this Agreement are acceptable in the aircraft types in which they are deployed. An IPP seat in use as of the date of this Agreement on one aircraft type may be deployed on other aircraft types approved for an IPP crew rest configuration. A crew rest facility that is not an IPP seat must be approved by a majority of the Crew Rest Oversight Committee.

**5-J-4** Seats comparable to Economy or Economy Plus are not acceptable for crew rest.

**5-J-5** Pilots who are part of an augmented flight crew shall be provided the same quality pillows and blankets as first class passengers.

**5-J-6** In order to accommodate a deferred maintenance item (MEL) on a crew rest facility or seat, notwithstanding Section 5-J-1 one (1) augmented Flight may operate with that MEL (a Flight with a diversion or fuel stop shall be considered one (1) Flight). The Company shall attempt to provide repairs where the discrepancy is discovered, but is not obligated to depart from maintenance priorities established in Company policy. For purposes of duty limitations, a rest facility that is under MEL shall be considered to be the class of rest facility as allowed by the MEL. A Duty Period that contains the Flight operating with the MEL shall be subject to the provisions of Section 5-F-1.

**5-J-7** Notwithstanding Section 5-J-2, the crew rest seats used as of November 1, 2012 on 767-400 aircraft with registration numbers N69063, N76064, N76065, N77066 and N76055 are considered as IPP seats, provided a sound-deadening curtain is installed. However, such seats are not eligible to be applied under Section 5-J-3; that is, these seats or this seat configuration may not be treated as IPP seats on other aircraft.

**5-J-8** When Sections 5-J-1 and 5-J-2 would otherwise prevent a fourth Pilot from being added to the working crew of a single-augmented flight, the fourth Pilot may be added for training, checking or OE on that flight, provided that:

**5-J-8-a** The single-augmented duty limits of Sections 5-E-1 and 5-F-1 shall apply.

**5-J-8-b** When Section 5-J-1-d or 5-J-1-i apply, the Flight must be a Basic Flight.

**5-J-8-c** The fourth Pilot requires a crew rest facility in compliance with Section 5-J-1, with the following exceptions:

**5-J-8-c-(1)** A curtain is not required on his IPP seat.

**5-J-8-c-(2)** The additional Pilot may share the premium seat grouping in Sections 5-J-1-d and 5-J-1-i with an augmenting Pilot.

**5-J-8-c-(3)** On 757-200 aircraft equipped with lie-flat seats, a second lie-flat window seat shall be provided for the fourth Pilot and the aisle seat adjacent to the fourth Pilot's seat shall be the next-to-last seat assigned on the aircraft.

**5-J-9** When a cockpit jump seat is required to be occupied by an I/E, an LCA, an FAA inspector, or a similar official, and the occupant does not also have a seat in the main cabin, the following shall apply:

**5-J-9-a** On a 777-200 aircraft when double-augmented, the additional "break" seat described in Section 5-J-1-c-(1) shall be mandatory.

**5-J-9-b** On a 787-8/9 aircraft when double-augmented, the additional "break" seat described in Section 5-J-1-f shall be mandatory.

**5-J-9-c** On a 747-400 aircraft when double-augmented, a premium cockpit jump seat may not be used as the "break" seat for both augmenting crewmembers.

**5-J-10 Crew Rest Oversight Committee**

**5-J-10-a** The Crew Rest Oversight Committee ("The Committee") shall meet upon the request of either the Company or the Association to examine and resolve issues related to the adequacy of any future crew rest facilities or changes to existing crew rest facilities. The Committee shall be comprised of two (2) members appointed by the Company and two (2) members appointed by the Association.

**5-J-10-b** The Committee shall be responsible for designating, by aircraft type and cabin configuration, the seat assignment(s) for any crew rest and "break" seat(s) located in the passenger cabin. The criteria for selection shall be based on the seat(s) which provide the best environment for rest.

**5-J-10-c** In the event the Committee deadlocks on a recommendation, the matter shall be immediately referred to the Senior Vice President of Flight Operations and the MEC Chairman for resolution, and both officials shall meet to resolve the matter within a week from the time the matter is referred. If the matter is not resolved in this meeting the dispute may be remanded by either party to the System Board in accordance with Section 18. The Company may not adopt new or changed crew rest facilities requiring majority approval by the Committee absent resolution by the Senior Vice President of Flight Operations and the MEC Chairman or, absent such agreement, approval of the System Board.

**5-J-10-d** In the event the matter is remanded to the System Board the parties shall apply an expedited dispute resolution procedure in which they must add an additional date to the normal arbitration schedule and arbitrate the matter within thirty (30) days of the impasse between the Senior Vice President of Flight Operations and the MEC Chairman or, if no arbitrator is available in that time frame, accept the first date offered by any arbitrator on the panel. The hearing on this matter shall be informal and without direct or cross examination, but with both parties making their case through oral statements and presentation and explanation of exhibits. The Board shall make its ruling on the day of the hearing, but, at its discretion, may follow up with a written decision.

**5-J-10-e** If either party is not available for a meeting or hearing described in Sections 5-J-10-c and 5-J-10-d and scheduled in accordance with the time limits of those Sections, it shall waive its position on the adequacy of the crew rest facility in dispute.



## **Section 6 - Seniority**

### **6-A General**

**6-A-1** A Pilot shall be placed and shall retain his relative seniority position on the United Pilot Seniority List (the "Seniority List") effective on the date of hire as a Pilot with the Company. A Pilot shall remain on the Seniority List from such date except as provided in this Agreement.

**6-A-2** Except as otherwise provided by this Agreement, seniority shall govern all pilots in the case of furlough and recall, displacement, and the filling of vacancies, provided the Pilot is sufficiently qualified for the conduct of the operation. For purposes of Section 6-A-2, "sufficiently qualified" means the Pilot's qualifications as an airline pilot, exclusive of route and Equipment qualification, except that if the Pilot has been given the opportunity to qualify and has failed, he may be denied an assignment. If a Pilot is considered by the Company not to be sufficiently qualified, the Company shall immediately furnish the Pilot with the reasons in writing.

### **6-B Seniority List**

The Seniority List shall be updated as of July 1 each year, and shall contain, in the proper order, the names of all pilots then entitled to seniority. The updated Seniority List shall be posted electronically and shall be considered the official Seniority List. Each Pilot shall be allowed a maximum period of sixty (60) days after the date of posting in which to protest any alleged omission or incorrect listing affecting his seniority. A Pilot who does not submit his protest within the sixty-day time period shall subsequently be precluded from protesting the same alleged omission or incorrect listing. However, a Pilot on vacation, leave of absence or sick leave at the time of posting shall be allowed sixty (60) days after returning to duty to protest any alleged omission or incorrect listing. All seniority protests arising from revised Seniority Lists shall be handled in accordance with the procedures in Section 17, the result of which shall be final and binding.

### **6-C Period of Probation**

A Pilot shall be on probation for twelve (12) Bid Periods of service as a Pilot for the Company and having performed 165 days of work for the Company. For purposes of this Section 6-C, "Work" shall include Pilot duty, reserve availability, training, instruction, special assignment and all other flight duties for which compensation is paid. Nothing in this Agreement shall be construed to prevent the Company from ending a Pilot's employment during his period of probation regardless of his position on the Seniority List.

### **6-D Removal from the Seniority List**

**6-D-1** Any Pilot who resigns his employment as a Pilot, is discharged as a Pilot for just cause, is discharged during his probationary period, exceeds the ten (10) year furlough period in accordance with Section 7, is found to be unfit for duty for a continuous period of time as described in Section 12-B, has reached the FAA mandatory retirement age, or dies shall be removed from the Seniority List.

**6-D-2** Notwithstanding Section 6-D-1, any Pilot receiving an LTD benefit or any Pilot who would otherwise qualify for an LTD benefit but for the fact he is performing non-flying duties or chose not to participate in the LTD plan, shall not be subject to the time limitations in Section 12-B.

## **6-E Non-Flying, Supervisory or Management Duty or Special Assignment**

**6-E-1** A Pilot who is transferred to a non-flying, supervisory, or management position, or who is performing special assignment duties shall retain his relative position on the Pilot Seniority List.

**6-E-2** When a Pilot engaged in non-flying, supervisory or management duty or who is performing special assignment duties returns to flying duty, he shall assume his former Category or, in the event he has been awarded another Category while on such duty, he shall assume such new Category.

**6-E-3** A supervisory or management Pilot shall fly as Captain in line operations only if he holds a Captain bid, and shall fly as a First Officer in line operations only if he holds a Captain or First Officer bid.

**6-E-4** Supervisory and management pilots shall serve in line operations on any Equipment type assigned by the Company.



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## **Section 7 - Furlough & Recall**

### **7-A Notice and Assignment**

**7-A-1** Any reduction in Pilot personnel shall be in the reverse order of system seniority. When it becomes necessary to furlough pilots covered by this Agreement, at least thirty (30) days, but not more than 120 days, notice of such furlough shall be given all pilots affected; provided, however, that when there is no work because of an Act of God, labor dispute, or other circumstances over which the Company has no control, pilots covered by this Agreement may be furloughed without advance notice. Such pilots furloughed shall be offered recall in seniority order.

**7-A-2** Pilots returning to Active Service from furlough shall be assigned, in accordance with their seniority and preference, to advertised but unfilled vacancies within the system as provided in Section 8. However, a Pilot returning from voluntary furlough shall have the right to return to the Category from which he was furloughed, unless the Category no longer exists or the Pilot has insufficient seniority to hold such Category, in which case he shall be entitled to exercise displacement rights in accordance with Section 8.

**7-A-3** If the recalled Pilot is assigned to a Base other than that from which he was furloughed, he shall be entitled to moving expenses and travel days in accordance with Section 10. However, such pilots who elect not to use this entitlement, or pilots who are returning to the Base from which they were furloughed, shall be entitled to transfer days and expenses in accordance with Section 10.

### **7-B Probationary Pilots**

Probationary pilots shall be furloughed in accordance with this Section. After recall, such pilots shall be required to serve any unexpired portion of their probationary period.

### **7-C Change of Address**

A Pilot who has been furloughed shall, in the manner specified in the furlough notice, file his address with the Company and shall thereafter promptly advise the Company of any change in address. If a Pilot does not comply with the requirements of Section 7-C, he shall not be entitled to recall as provided in Section 7-A, shall forfeit all seniority, and his name shall be removed from the Seniority List.

### **7-D Military Leave Upon Recall**

A Pilot who is on military duty at the time he is offered recall shall have his status changed to reflect that he is on a military leave of absence.

### **7-E Recall**

**7-E-1** A Pilot shall indicate his desire to return to Active Service or bypass his recall within fourteen (14) days from receipt of the recall notice. If a Pilot fails to respond to the recall notice, the Pilot shall be considered as bypassing recall. The return to service date specified in the notice offering recall shall not be less than thirty (30) days, or if such Pilot resides outside the forty-eight (48) contiguous United States, the return to service date shall not be less than

forty-five (45) days, after notice to return is sent via express mail with proof of delivery to the last address filed according to Section 7-C.

**7-E-2** A Pilot who elects to return to Active Service, but does not return on the re-employment date, shall forfeit all seniority and his name shall be removed from the Seniority List.

**7-E-3** If a Pilot elects to be bypassed, the Company shall not contact him for any subsequent recalls until he notifies the Company in writing of his desire to re-enter the recall process. Such notice must be sent as outlined in the initial recall notice. The Company shall acknowledge receipt of the Pilot’s letter requesting recall under the terms of this Section 7-E, but it is the responsibility of the Pilot to confirm receipt of his notice to re-enter the recall process. Once the Company has received notice of a Pilot’s intention to re-enter the recall process, he shall be eligible for the next scheduled recall.

**7-F Seniority**

A Pilot shall maintain his relative position on the Seniority List for all time on furlough and recall bypass provided that the continuous period of furlough and recall bypass shall not exceed ten (10) years. Once such a continuous period exceeds ten (10) years, a Pilot shall forfeit all recall rights and his name shall be removed from the Seniority List. Pilots shall receive longevity credit for all time spent on furlough.

**7-G Furlough Pay**

The Association shall be advised of a pending furlough. Prior to such furlough, the Company shall offer a Furlough Avoidance Company Offered Leave of Absence (“COLA”) in accordance with Section 12. Further, the Company shall offer a Voluntary Furlough program. The parties shall also attempt to achieve solutions consistent with the Company’s needs and the interest of the Pilot group.

**7-G-1** A Pilot who has one (1) or more years of service as a Pilot and who is furloughed shall receive furlough pay equivalent to the minimum monthly reserve flight pay guarantee based on the Category flown his last full Bid Period prior to furlough for the period of time specified in the chart below, except as provided in Section 7-G-1-a.

If Pilot has completed:

1 year of service	1/2 month furlough pay
2 years of service	1 month furlough pay
3 years of service	1 1/2 months furlough pay
4 years of service	2 months furlough pay
5 years of service	2 1/2 months furlough pay
6 years of service	3 months furlough pay
7 years of service	3 1/2 months furlough pay
8 years of service	4 months furlough pay
9 years of service	4 1/2 months furlough pay

**7-G-1-a** A furloughed Pilot i) who was involuntarily displaced from a higher-paying Category than the one from which he was furloughed, and ii) whose “date of displacement” (as defined in Section 8-E-3) from that higher-paying Category is within twelve (12) Bid Periods of his furlough date, and iii) who actually received pay in that higher-paying Category, shall receive furlough pay equivalent to the minimum monthly reserve flight pay guarantee based on the last hourly rate he actually received for that higher-paying Category. If more than one (1) involuntary displacement satisfies this provision, the highest rate applicable shall be used. This provision shall not apply if the Pilot would receive a lesser rate than provided for under Section 7-G-1 if the last hourly rate actually received for the higher paying Category was at a lower longevity step than the Category from which he was furloughed (e.g., 2 year 756 First Officer rate vs. 3 year 737 First Officer rate).

**7-G-1-b** Notwithstanding Sections 7-G-1 and 7-G-1-a, no furlough pay shall be due if the furlough is caused by an Act of God, labor dispute or other circumstances over which the Company has no control.

**7-G-2** A Pilot eligible for furlough pay shall receive such pay starting at the time of furlough and such payments shall be at regular pay periods and continue until all furlough pay credit is exhausted, except that in no event shall any such payment be due after his effective date of recall by the Company.

**7-G-3** A Pilot recalled by the Company who is later furloughed shall again be entitled to furlough pay as provided in Section 7-G-1.

**7-G-4** The Company may offer furloughed pilots other jobs in the Company on a voluntary basis. If a Pilot volunteers to accept such job, he shall only be eligible for that portion of his monthly furlough payment which exceeds the amount of his monthly salary in such job.

**7-G-5** A Pilot who is furloughed shall receive vacation pay for all vacation time accrued to the end of the Bid Period preceding his furlough.

## **7-H Benefits**

**7-H-1** A Pilot (and his eligible dependents) who is furloughed due to a reduction in force shall continue to receive benefits in accordance with the chart in Section 12-J.

**7-H-2** A furloughed Pilot and his travel eligibles shall be entitled to all pass travel benefits on United and United Express carriers as if the Pilot were in Active Employment.

## **7-I Displacement**

A Pilot who has received notice of furlough shall be exempt from the provisions of Section 8-E. Pilots who are declared surplus while other junior pilots in the same Category are exempted under this provision shall be pay protected on a one-for-one basis for the period of this exemption. During this period those pilots qualifying for pay protection shall continue to receive the salary of the Equipment from which displaced.



## Section 8 - Staffing

### 8-A Classification of Categories

**8-A-1** Pilot assignments at a Base shall be classified in the Status of Captain and First Officer, as applicable, in one of the following Equipment types: A380, B747, B777, B787, A350, A330, B767/B757, A321/A320/A319, MD80/90, B737, CS300, CRJ900 and EMB190/195.

**8-A-2** Should an Equipment type not listed in Section 8-A-1, or not delineated in Section 8-D-1-d, be introduced, the parties shall meet and agree to determine its classification for purposes of Section 8-D-1-d. If the parties are unable to agree, the dispute shall be resolved via arbitration as set forth in Section 3-C-4.

**8-A-3** Each Bid Period the Company shall electronically post an up-to-date list of the staffed positions of all Pilot assignments.

### 8-B Manpower Requirements

The number of Captain and First Officer assignments in each Equipment type, when required, shall be determined by the following procedure:

**8-B-1** Scheduled block hours (including AMC and CRAF hours) plus Flight Time credit divided by 87:00 = pilots

**8-B-2** Reserve -

14% of 8-B-1 for A380, B747, B777, B787, A350, A330 and B767/B757 Captains, or  
 12% 8-B-1 for A321/A320/A319, B737, MD80/90, CS300, CRJ900 and EMB190/195 Captains and all First Officers = pilots

**8-B-3** Charter & extra lift hours divided by 87:00 = pilots

**8-B-4** Sick leave man months = pilots

**8-B-5** Vacation man months = pilots

**8-B-6** Training man months (including recurrent training) = pilots

**TOTAL SYSTEM PILOT REQUIREMENTS FOR 60 DAYS = total of above**

Nothing herein shall prevent the Company from awarding or maintaining additional positions for reserve coverage by Equipment type in excess of the percentage set forth in Section 8-B.

## **8-C Vacancy Bulletins, Bidding and Awarding**

### **8-C-1 Vacancies**

**8-C-1-a** Vacancies in Captain and First Officer Categories shall exist when, in accordance with Section 8-B, there is a need for additional positions for an anticipated period of sixty (60) days or more. Vacancies shall be advertised at all Bases as far in advance as possible, but not later than thirty (30) days after such vacancy exists.

**8-C-1-b** Vacancies which were not expected to exist more than sixty (60) days, if existing at the end of sixty (60) days, shall be reviewed with the System Schedule Committee (SSC). Such vacancies shall be advertised within five (5) days after such review unless mutually agreed otherwise.

**8-C-2** Subject to the provisions of Section 8-D, pilots shall be eligible to be awarded vacancies. Vacancy bulletins shall state the number and Category of primary vacancies to be filled; the effective date of the award; the anticipated dates training is to start; and the current minimum and maximum number of positions, as determined by the Company, for all Categories. All vacancies listed on the same bulletin shall share a common closing date and a common effective date. Vacancy bulletins shall be posted not later than noon local time on the date the bulletin is issued and shall close not sooner than noon local time on the tenth (10th) day following the date of issuance.

### **8-C-3 Bidding on Vacancies**

**8-C-3-a** A Pilot desiring a change in Category may submit a bid for any Categories that he desires in preference order, which may remain on file indefinitely as a “standing vacancy bid” at the Pilot’s request. A Pilot may revise his standing vacancy bid at any time. His standing vacancy bid shall be the Pilot’s official bid. Standing vacancy bids shall be cancelled upon request or upon the award of a vacancy as a result of a bid.

**8-C-3-b** A Pilot may use percentage bidding, selectable on a single-percentage-point basis, to bid a relative position within a Category. This percentage shall be applied at the time the Pilot’s bid is processed, and shall be calculated based upon the Pilot’s relative position (if given the award) compared to the minimum number of positions as published per Section 8-C-2.

### **8-C-4 Awarding of Vacancies**

Upon closing of a vacancy bulletin, pilots shall be awarded the number of advertised primary vacancies. At the same time, pilots may be awarded secondary vacancies that have become available due to the awarding of the advertised primary vacancies. Further, awards may be made to fill the vacancies resulting from all subsequent awards. Secondary vacancies shall be awarded to ensure the published minimum number of positions are maintained for all Categories. These secondary vacancies shall not have been advertised, but shall share the same effective date as the primary vacancies.

**8-C-5** Except as provided in Section 8-C-6, the most senior Pilot eligible (as defined by Section 8-D) for a vacancy shall be awarded such vacancy in accordance with his bid choices.

**8-C-6** When a vacancy or vacancies occur in a Category from which a Pilot(s) has been displaced under the provisions of Section 8-E, the displaced Pilot(s) shall, for a period of 120 days beyond the effective date of his displacement, be offered in order of seniority the vacancy prior to awarding that position under the provisions of Section 8-C-5. This 120 day period is measured from the effective date of the displacement to the date on which the vacancy bulletin is published.

**8-C-7** All vacancies shall be advertised for bid not more than six (6) months prior to the effective date of the vacancy, except the Company may exceed this time limit with SSC concurrence. This time limit may also be exceeded for vacancies awarded on a new Equipment type if necessary to meet training requirements after review with the SSC. An Equipment type shall be considered “new” for any bid with an effective date within twenty-four (24) months of the Company’s first revenue flight using that Equipment type.

**8-C-8** Bulletined but unfilled First Officer vacancies and secondary vacancies may be used by the Company for the assignment of new hire pilots. This Section 8-C-8 shall not be applicable while any furloughed Pilot has not been offered recall.

**8-D Eligibility to be Awarded Vacancies**

A Pilot's eligibility to be awarded vacancies shall be subject to the following conditions:

**8-D-1** Equipment Training Freeze

**8-D-1-a** When a Pilot enters training for a vacancy award, he may be ineligible to be awarded another vacancy for twenty-four (24) months if the number of training days (excluding days off) for the training he has entered is thirteen (13) days or greater, or for twelve (12) months if the training he has entered is less than thirteen (13) days. There shall be no restriction on his eligibility to be awarded another vacancy if training is not required.

**8-D-1-b** An Equipment training freeze shall also apply to a Pilot who requires training upon being hired as a Pilot or upon being recalled from furlough.

**8-D-1-c** An Equipment training freeze shall begin the first day a Pilot starts training, and shall apply to any vacancy bulletin whose closing date falls within the duration of the freeze.

**8-D-1-d** An Equipment training freeze shall not restrict a Pilot in a lower-numbered Equipment/pay band from being awarded a vacancy in a higher-numbered Equipment/pay band, pursuant to the bands described below:

- 1) 321/320/319FO, 737FO
- 2) 767/757FO
- 3) 747FO, 777FO, 787FO, 350FO
- 4) 321/320/319CA, 737CA
- 5) 767/757CA
- 6) 747CA, 777CA, 787CA, 350CA

**8-D-1-e** An Equipment training freeze shall not restrict a Pilot from bidding to a “new” Category (a Category shall be considered “new” for all vacancies with advertised effective

dates within six (6) months of the advertised effective date of the first vacancies bid in that new Category).

#### **8-D-2 Bidding Freeze**

**8-D-2-a** When a Pilot is awarded an assignment through vacancy bidding and such award does not move him from a lower-numbered band to a higher-numbered band in accordance with Section 8-D-1-d, he may be ineligible to be awarded any other vacancy for twenty-four (24) months. However, a Pilot shall be eligible to be awarded a vacancy for a “lateral” award (i.e., change in Base only; present Equipment and Status remain the same) without incurring an additional bidding freeze.

**8-D-2-b** A bidding freeze shall begin the first day a Pilot starts training or, if training is not required, on the date of his Activation, and shall apply to any vacancy bid whose closing date falls within the duration of the freeze.

**8-D-2-c** A bidding freeze shall not restrict a Pilot from bidding for a Captain vacancy in his current Equipment type, nor from bidding to a new Base (a Base shall be considered “new” for vacancies with effective dates within six (6) months of the effective date of the first vacancy bulletin for that new Base).

#### **8-D-3 New Equipment Type Freeze**

**8-D-3-a** When a Pilot receives an award through vacancy bidding to a “new” Equipment type as defined in Section 8-C-7, he shall be ineligible to be awarded any other vacancy until the “new” Equipment type has completed twenty-four (24) months of revenue service.

**8-D-3-b** The award restriction set forth in Section 8-D-3-a shall also apply to a Pilot who receives an award to a “new” Equipment type upon being hired as a Pilot or upon being recalled from furlough.

**8-D-3-c** A new Equipment type freeze shall begin the first day a Pilot starts training, and shall apply to any vacancy bid whose closing date falls within the duration of the freeze.

**8-D-3-d** A new Equipment type freeze shall not restrict a Pilot from being awarded a Captain vacancy if he has never held a Captain position before.

**8-D-4** Any previously existing Equipment training freeze, bidding freeze, or new Equipment type freeze shall expire when a Pilot is advanced to a subsequent vacancy bid award, and only the freeze applicable to the new award, if any, shall apply. However, freezes shall not expire if the award is a lateral bid award. A Pilot under a freeze may be awarded an unlimited number of lateral bid awards except he shall receive no new paid move nor travel time entitlement as a result of such an award.

**8-D-5** The Company, after consultation with the SSC, may waive any of the freezes outlined in Section 8-D for any specific vacancy bulletin.



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## **8-E Displacement Bulletins, Bidding and Awards**

**8-E-1** If the Company determines that an excess of Captain or First Officer positions exist in a Category (including a Category that has un-activated assignments), the Company may issue a displacement bulletin, giving notice to the pilots potentially affected that they are subject to displacement from their assignment on a specified date.

**8-E-2** Displacement bulletins shall be published not less than thirty (30) days nor more than 125 days prior to the effective date of the displacement bulletin.

**8-E-3** Displacement bulletins shall state the number of displacements that may occur in a Category; the effective date of the displacement bulletin; a seniority range of those subject to involuntary displacement, to indicate the displacement rights of any volunteer(s); and the current minimum and maximum number of positions for all Categories, as determined by the Company.

**8-E-4** The displacement process shall not bring a Category below the published maximum number of positions for that Category, however, the Company is not required to displace in the event the number of positions in a Category exceeds the published maximum number of positions for that Category.

**8-E-5** The Company shall calculate the system-wide total Captain positions that are published as the minimum number of Captain positions in each vacancy or displacement bulletin. If the number of published minimum Captain positions has declined at any point in the six (6) month period prior to and including the publication date of a displacement bulletin, the Company shall be deemed to be in "reduction mode" when administering that displacement bulletin. If there have been no other vacancy or displacement bulletins in the previous six (6) months, the comparison shall be made between the published displacement bulletin and the most recently published vacancy or displacement bulletin.

**8-E-6** All pilots in affected Categories shall be provided notice as outlined in Section 21-L-2 of displacement.

**8-E-6-a** Displacement bids shall be open for at least twenty (20) days after the publication date of a displacement bulletin. If the Company is not in "reduction mode," it may decrease this twenty (20) day period to fourteen (14) days.

**8-E-6-b** If a Pilot is awarded a vacancy out of a Category affected by displacement during the period described in Section 8-E-6-a, he shall be entitled to a paid move in accordance with Section 10, and shall not be subject to a freeze pursuant to Section 8-D. The number of displacements within the affected Category shall be reduced by the number of such awarded pilots.

**8-E-6-c** A Pilot who has displacement rights may 1) displace into any Category (except for a Category being phased out as set forth in Section 8-E-7-b ) where a Pilot junior to him holds an assignment, whether activated or not, and excluding pilots who remain subject to displacement after the application of Section 8-E-7 or pilots exempt from displacement under the provisions of Section 7-I, or 2) be awarded any vacancy to which he is entitled by seniority.

**8-E-6-d** A Pilot may use percentage bidding, selectable on a single-percentage-point basis, to bid a relative position within a Category. This percentage shall be applied at the time the Pilot's bid is processed, and shall be calculated based upon the Pilot's relative position (if given the award) compared to the minimum number of positions as published per Section 8-C-2.

**8-E-6-e** Any Pilot, subject to displacement, who has not submitted a displacement bid at the time the bid closes shall be displaced to a Category defined by the Displacement Matrix, which shall be jointly developed and revised as necessary between the SSC and the Company.

**8-E-6-f** Notwithstanding Section 8-E-6-e, whenever a Pilot who is on a military leave of absence is displaced and does not submit a displacement bid, the Company shall automatically displace him to the highest paying Category to which he is entitled to by seniority. When the Pilot returns to active duty with the Company, he shall be permitted to displace to any assignment that his seniority entitles him.

**8-E-7** Displacement of pilots shall be made in inverse seniority order, unless exempted by the application of Section 7-I or as set forth below:

**8-E-7-a** Any Pilot holding an assignment in the same Category as a Pilot who has been given a displacement notice may, on a man-for-man basis, volunteer to replace the most senior Pilot subject to displacement. A volunteer shall submit a displacement bid, and he shall be accepted as a volunteer only if his bid can be granted based upon the seniority of the Pilot he replaced on the displacement notice. Volunteers shall be awarded in seniority order up to the number of the published displacements as adjusted by the provisions of Section 8-E-6-b. The number of pilots to be involuntarily displaced shall be reduced by one (1) for each volunteer awarded a displacement, and the list of pilots subject to displacement shall be adjusted to account for the effect of volunteering pilots.

**8-E-7-b** When the Company desires to completely phase-out a Category (i.e., the Equipment type is no longer flying in that Base), the provisions of Section 8-E shall apply except that a volunteer for displacement under Section 8-E-7-a may exercise his displacement rights using his seniority.

**8-E-8** Secondary Displacement Process

**8-E-8-a** If the following conditions are met, the Company may utilize a secondary (unadvertised) displacement process:

**8-E-8-a-(1)** The Company is not in "reduction mode", and

**8-E-8-a-(2)** After awarding the primary displacements, a Category is staffed over the published maximum number of positions for that Category by at least two percent (2%), with normal rounding.

**8-E-8-b** Secondary displacements may only reduce the number of positions in a Category to the published maximum number of positions for that Category.

**8-E-8-c** Secondary displacements shall be open for at least ten (10) days following the award date of the primary displacement bulletin. Pilots and Categories subject to secondary displacements shall be notified expeditiously.

#### **8-E-9 Tertiary Displacements**

**8-E-9-a** If the following conditions are met, the Company may utilize the tertiary (unadvertised) displacement process:

**8-E-9-a-(1)** The Company is not in “reduction mode”, and

**8-E-9-a-(2)** After awarding the secondary displacements, a Category is staffed over the published maximum number of positions for that Category by at least three percent (3%), with normal rounding.

**8-E-9-b** Tertiary displacements may only reduce the number of positions in a Category to the published maximum number of positions for that Category.

**8-E-9-c** Tertiary displacements shall be open for at least seven (7) days following the award date of the secondary displacements. Pilots and Categories subject to tertiary displacements shall be notified expeditiously.

**8-E-10** Should pilots be displaced while junior pilots remain in the same Category because of the exemption provided under Section 7-I, and should the anticipated furlough subsequently be cancelled, the displaced pilots shall be protected as follows:

**8-E-10-a** All pilots previously exempted under Section 7-I shall be immediately displaced, or

**8-E-10-b** Those pilots who had been involuntarily displaced to another Category shall be immediately given the opportunity in seniority order to return to their prior Category, provided further that the number of pilots exercising this option shall not exceed the number of pilots previously exempted under Section 7-I in that Category. If the Pilot has exercised a paid move under the provisions of Section 10 as the result of his displacement and elected to return to his prior Category as the result of this Section 8-E-10-b, he shall again be entitled to a paid move under the provisions of Section 10 back to the Base of his prior Category.

**8-E-11** All involuntary and voluntary displaced pilots shall be entitled to a paid move in accordance with Section 10 and shall not be subject to a freeze pursuant to Section 8-D.

#### **8-F Activation Of Assignment**

**8-F-1** A Pilot’s date of “activation” shall be the date he begins in a new Category and is set by:

**8-F-1-a** the beginning of the first segment of his OE in that Category; or

**8-F-1-b** the beginning of the first segment of his first trip after training for that Category, if OE is not required; or

**8-F-1-c** the first day on which he begins a schedule in that new Category, when no training is required.

**8-F-2** The order of activation of vacancy awards in a Category shall be in chronological order of the award bulletins.

**8-F-3** Cancellation of Vacancy Awards

**8-F-3-a** A vacancy award may only be cancelled if: 1) the Pilot has not been activated and 2) the cancellation occurs prior to the effective date specified in the award bulletin. When vacancy awards are cancelled, the order of cancellation shall be in reverse chronological order of the publication date of award bulletins, and then in reverse seniority order of pilots awarded vacancies within the same bulletin.

**8-F-3-b** A Pilot whose vacancy award is cancelled shall retain his current assignment. Further, if on any intervening bulletin award (including the bulletin award that was cancelled) a Pilot junior to him has been awarded a vacancy which he could have been awarded, the Pilot may, within twenty (20) days of notification of such cancellation, displace into the Category which the junior Pilot was awarded. The Pilot exercising such displacement rights shall be considered as though he had bid the vacancy awarded the Pilot junior to him.

**8-F-3-c** Further, on a man-for-man basis, a Pilot whose vacancy award is cancelled and who is senior to an activated Pilot on the same or subsequent award bulletin(s) shall be entitled to the option of: 1) compensation at the cancelled assignment's pay rate for twenty-four (24) months or 2) positive space passes between his residence and his Base for twenty-four (24) months. The chosen entitlement shall terminate when there is no junior Pilot receiving pay in that Category. The entitlement shall also terminate if the Pilot declines an opportunity to bid and be awarded a vacancy in the Category from which his assignment was previously cancelled, with termination of the benefit to occur on the effective date of the declined vacancy; in this case, the remainder of the twenty-four (24) month entitlement shall be assumed by the next most-senior eligible Pilot who is: 1) not already receiving the entitlement and 2) who has not declined an opportunity to bid and be awarded a vacancy in the Category from which his assignment was previously cancelled.

**8-F-3-d** In the event a vacancy is not filled within three (3) months of the date the award bulletin was issued, the vacancy shall be cancelled.

**8-F-4** Cancellation of Displacements

Should the number of displacements in a Category be reduced, the Company may cancel all or part of a displacement bid. Partial reductions in a displacement bid shall be made in the following manner:

**8-F-4-a** The Company shall contact all pilots who volunteered to be displaced under Section 8-E-7-a and offer each Pilot the opportunity to withdraw as a displacement volunteer. If the Pilot does not withdraw within seven (7) days after notification, he shall still be considered a displacement volunteer as set forth in Section 8-E-7-a.

**8-F-4-b** Following the contact made in Section 8-F-4-a, the number of displacement cancellations determined by the Company shall occur in the following order:

**8-F-4-b(1)** Seniority order of volunteers who have requested withdrawal;

**8-F-4-b-(2)** Seniority order of pilots who have been involuntarily displaced; and

**8-F-4-b-(3)** Inverse seniority order of remaining displacement volunteers.

#### **8-F-5** Pay Rate Protection

**8-F-5-a** For each Category, on a man-for-man basis, a Pilot who has an un-activated vacancy award shall be “pay rate protected” (based upon the blended rate of the Category, if applicable), on the date: 1) another Pilot begins a temporary duty assignment (“TDY”) in the subject Pilot’s Category if such date is after the subject Pilot’s vacancy bid effective date; or 2) the activation date of a junior Pilot in the same Category on the same vacancy bulletin; or 3) the activation date of any Pilot in the same Category on subsequent vacancy bulletins.

**8-F-5-b** Any Pilot who is pay rate protected under Section 8-F-5-a, and whose awarded vacancy involves a Base change, shall on the forty-sixth (46th) day of such protection be entitled to expenses and allowances in accordance with Section 4-E-1. Such expenses shall cease once the Pilot is no longer eligible for pay rate protection. However, should the Pilot again become eligible for pay rate protection to the same Category from the same bid award, these expenses shall resume immediately.

**8-F-5-c** A displaced Pilot who is activated to his Category shall be pay rate protected, on a man-for-man basis, if a junior Pilot displaced on the same displacement bulletin is receiving the pay rate of the Category from which they are displaced.

#### **8-F-6** Process of Activation

**8-F-6-a** Unless otherwise provided for in Section 8-F, a Pilot shall remain in his current assignment until his activation date in his awarded Category.

**8-F-6-b** If a Pilot’s current assignment is a Category that has been completely phased-out as defined in Section 8-E-7-b, the Pilot must, on a Bid Period basis, choose to be available for either TDY or Section 20-H-6 assignments until he begins training for his new assignment but in no case for more than two (2) Bid Periods, unless extended by the Pilot as set forth in Section 8-F-6-b-(3).

**8-F-6-b-(1)** TDY assignments are only available in Categories offered by the Company. At least one (1) Category must be offered for TDY if that option is elected by the Pilot.

**8-F-6-b-(2)** Pilots on a TDY assignment shall have all expenses and allowances, as provided in Section 4-E-1, discontinued during periods of unavailability. For purposes of Section 8, “periods of unavailability” do not include scheduled days off.

**8-F-6-b-(3)** If the Pilot has not begun training by the end of two (2) Bid Periods as set forth in Section 8-F-6-b, he shall be entitled to be released from work obligations and paid reserve guarantee until he starts training. Alternatively, he may choose to extend his TDY or Section 20-H-6 availability for up to two (2) additional Bid Periods. If the Pilot, however, causes a disruption in his training/advancement plan, as defined in Section 8-F-8-b, the Company may extend the TDY or Section 20-H-6 availability period for up to two (2) Bid Periods without his concurrence.

**8-F-6-c** If a Pilot's vacancy or displacement award requires training, that training may begin at any time, subject to the training notification requirements of Section 9. However, for displacement awards, the Pilot may not be activated any earlier than fifteen (15) days prior to the effective date of the displacement listed in the displacement bulletin, unless the Pilot agrees otherwise.

**8-F-6-d** For lateral awards, activation must occur at the beginning of a Bid Period, unless the Pilot agrees otherwise.

**8-F-6-e** Should a Pilot with an un-activated award receive a subsequent award with a later effective date, the Company at its discretion may elect to activate the first award prior to activating the subsequent award.

### **8-F-7 Changes In Pay**

**8-F-7-a** When a Pilot has a vacancy or displacement award to a higher pay rate (based upon the blended rate, if applicable, of the Category), he shall be paid the new rate upon the earliest of:

**8-F-7-a-(1)** His activation date; or

**8-F-7-a-(2)** If displaced, his date of displacement as published in the displacement bulletin issued under Section 8-E-3; or

**8-F-7-a-(3)** The first day of the second Bid Period following the Bid Period that contains his vacancy award effective date. For example, if his vacancy award effective date is January 10th, he shall be paid the new rate beginning on the first day of the March Bid Period; or

**8-F-7-a-(4)** The date he begins receiving pay rate protection, in accordance with the provisions of Section 8-F-5.

**8-F-7-b** When a Pilot has a vacancy or displacement award to a lower pay rate (based upon the blended rate, if applicable, of the Category), he shall be paid at the current rate until the later of:

**8-F-7-b-(1)** His activation date; or

**8-F-7-b-(2)** The bulletin effective date; or

**8-F-7-b-(3)** The date he is no longer entitled to pay rate protection, in accordance with the provisions of Section 8-F-5.

### **8-F-8 Pay Protection Cessation**

**8-F-8-a** The provisions of Sections 8-F-5-a, 8-F-5-c, and 8-F-7, shall only apply to a Pilot's most recent award, and except for a Pilot receiving pay rate protection under Section 8-F-7-b-(2), such protection shall cease upon any subsequent award. A Pilot pay rate protected under Section 8-F-5-a under conditions 2) or 3) shall have his protection cease upon activation to any subsequent award.

**8-F-8-b** When a Pilot causes a disruption to his training schedule or advancement, the provisions of Sections 8-F-5-a, 8-F-5-c, and 8-F-7, if applicable, shall not apply to his existing

un-activated award. In such cases, the Pilot shall be paid the higher pay rate upon his activation date or be paid the lower pay rate upon the vacancy award effective date or date of displacement, as applicable. For purposes of this Section 8-F-8, “disruption” is defined as a Pilot who fails to report to training, who delays his training due to vacation, sick leave or leave of absence, or who requests and receives a delayed training assignment.

**8-F-8-c** Notwithstanding Section 8-F-8-b, a Pilot who causes a disruption to his training schedule or activation shall again be eligible for the provisions of Sections 8-F-5-a, 8-F-5-c, and 8-F-7 (if applicable) upon:

- (1) the earlier of the start of training or activation, or forty-five (45) days after return from the disruption, in the case of a single disruption, or
- (2) forty-five (45) days after return from the disruption, in the case of more than one (1) disruption.

**8-F-8-d** Man-for-man entitlements lost under this Section 8-F-8 are not transferable to another Pilot.

**8-F-9** If a Pilot’s vacancy has not been cancelled or activated by the end of ninety-two (92) days (including the effective date specified in the bulletin advertising the vacancy) or three (3) Bid Periods after the vacancy bulletin effective date, whichever is earlier, the Pilot may at his option exercise displacement rights, bid any vacancy, or continue to be pay rate protected in accordance with Section 8.

**8-F-9-a** A Pilot’s displacement rights shall expire if he has not exercised his rights prior to his first segment of IOE.

**8-F-9-b** A Pilot pay rate protected under Section 8-F-9 shall continue to receive pay rate protection if he bids or displaces into another Category until his activation into that new Category.

**8-F-10** A Pilot shall be released from work obligation and paid reserve guarantee if, after six (6) Bid Periods following the vacancy award effective date or date of displacement (as applicable), training (or activation in cases where training is not required) has not begun. However, the Pilot may elect, on a Bid Period basis, to continue receiving a schedule in his current Category. This six (6) Bid Period clock shall be suspended during a disruption to his training schedule as defined in Section 8-F-8-b.

**8-F-11** A Pilot activated during a Bid Period shall have his compensation prorated as provided in Section 3.

**8-G Temporary Duty Assignments (TDY)**

**8-G-1** The Company shall provide a hotel room to any Pilot assigned a TDY for the duration of the TDY. For purposes of Section 8-G, a TDY begins one (1) day before the Pilot's first required day on duty and ends one (1) day after completion of his last Duty Period. Should the Pilot return to his home Base or residence during any period of days off, the Pilot shall inform the Company, and with his concurrence, the Company may cancel the hotel room at the TDY location. A Pilot who notifies the Company at least two (2) days prior to the date on which he

wants to travel shall be entitled to NRPS round trip travel between the TDY assignment and his home.

**8-G-2** A Pilot assigned a voluntary or involuntary TDY shall have all expenses and allowances, as provided in Section 4, discontinued during periods of unavailability or during days off at home.

**8-G-3** Voluntary TDY Prior to Monthly Schedule Preferencing

**8-G-3-a** The Company shall advertise the number of TDY assignments it projects to award on a “From Category – To Category” basis.

**8-G-3-b** The Company shall first make TDY awards, in seniority order, to volunteers who are available for the full Bid Period (as defined in Section 20-D-1). The Company may then make TDY awards, in seniority order, to any number of volunteers (including zero) who are not available for the full Bid Period, but who have a minimum of fifteen (15) days of availability.

**8-G-3-c** A Pilot awarded TDY prior to opening of Monthly Schedule Preferencing shall preference and be awarded a schedule in his TDY Category, using his seniority.

**8-G-4** Voluntary TDY After Monthly Schedule Preferencing

**8-G-4-a** Pilots may volunteer and be assigned TDY after closing of Monthly Schedule Preferencing. The order of award shall be that described in Section 8-G-3-b.

**8-G-4-b** A volunteer Pilot awarded TDY shall be assigned a reserve line at the TDY Base, taking into consideration any day off request he may have submitted. Reserve day off requests shall be granted provided a Pilot receives the minimum days off required in Section 5-E-5 and reserve coverage at the TDY Base is not adversely affected. Time permitting, such volunteer pilots may also be assigned any move-up lines which their seniority would entitle them to under the provisions of Section 20.

**8-G-4-c** Lines of flying which are opened because the pilots awarded such lines have been sent TDY, shall be covered by moving up a Reserve under the provisions of Section 20-D-1, however, no further move-ups shall be incurred. No move-up shall be performed if the TDY volunteer is a Reserve at his Base. Should a TDY assignment be terminated early, the volunteer shall return to his awarded line at his Base.

**8-G-5** Involuntary TDY

**8-G-5-a** The Company shall solicit volunteers for TDY before involuntary assigning TDY.

**8-G-5-b** Selection of pilots for involuntary TDY assignments shall be from pilots functioning as Reserves in the Status and Equipment type needed for the TDY assignment. TDY assignments shall not reduce reserve coverage at a Base below required levels in any Status or Equipment type. Assignment of eligible Reserves for involuntary TDY shall be in inverse order of their seniority at the Base regardless of the reserve days off schedule.



**8-G-5-c** The length of a TDY assignment shall be measured by the number of full calendar days so assigned, including days spent in traveling to and from the TDY Base but exclusive of days required for any necessary qualification.

**8-G-5-d** A Pilot assigned TDY shall be entitled to return to his Base during scheduled days off and shall deadhead to and from his TDY location only on his scheduled reserve days, not on his scheduled days off. The provisions of Section 5-F-5 shall apply. Such a Pilot shall not be entitled to the expenses and allowances as provided in Section 4-E-1 while in his home Base during scheduled days off.

**8-G-5-e** A Reserve who has accumulated a total of thirty (30) days of involuntary TDY during the previous twelve (12) month period shall not be required to remain on involuntary TDY without his consent until all qualified pilots on reserve duty in his Category have each accumulated thirty (30) days of involuntary TDY during the previous twelve (12) months. However, in no case shall a Pilot be assigned more than a total of forty-five (45) days of involuntary TDY in such twelve (12) month period without his consent.

**8-G-5-f** A Pilot may not be required to be on involuntary TDY for more than fifteen (15) consecutive days for any one such assignment, except that a Pilot may volunteer to remain on involuntary TDY; provided that if a Pilot is the only Reserve in his Category who will not have accumulated thirty (30) days of involuntary TDY at the conclusion of fifteen (15) day assignment, he may be required to remain on involuntary TDY in excess of fifteen (15) days.

**8-G-5-g** In the event a Reserve is to be assigned involuntary TDY for a period of ten (10) days or more, he shall be given notice of such assignment as far in advance as possible but in no case less than three (3) calendar days (seven (7) if such assignment commences subsequent to the tenth (10th) of the month) prior to the time he is required to depart from his home Base for the involuntary TDY assignment.

**8-G-5-h** A Pilot who is a Reserve when given a temporary assignment under the provisions of this Section 8-G may be required to complete such temporary assignment regardless of any change in his status at his home Base.

**8-G-6 TDY Days Off**

**8-G-6-a** Reserves assigned to TDY for fifteen (15) days or less shall be provided with one (1) day off in each seven (7) days during the period of TDY.

**8-G-6-b** A Pilot assigned to TDY for a period of eleven (11) to fifteen (15) days shall have his days off while on TDY scheduled so as to provide one (1) period of two (2) consecutive days off. If necessary, one (1) additional day off shall be granted for this purpose; however, such additional day off, above the requirement for one (1) day off in seven (7), shall be subtracted from the days off owed to the Pilot and shall not be restored as provided below.

**8-G-6-c** Those days off lost by the Pilot while on TDY shall be restored to the Pilot either immediately before or immediately after the period of TDY, at the option of the Company, notwithstanding the possibility that such days off may be restored in the Bid Period following the Bid Period in which the TDY assignment took place.

**8-G-6-d** In the event that it is necessary to restore days off to a Pilot during a Bid Period when he is a Lineholder such days off shall be restored on the first available days of scheduled duty; provided that Trip sequences shall not be split apart as a result of this application. Restoration of days off shall in all cases be deferred if such restoration would conflict with or cause rescheduling of training. If restoration of all lost days off cannot be completed within one (1) Bid Period following the Bid Period in which the TDY was assigned, the remaining day off owed shall be added to the Pilot's vacation. The day(s) off granted to fulfill the one (1) day off in seven (7) requirement during the period of TDY shall not be used to offset the number of scheduled days off lost during the TDY assignment.

**8-G-6-e** If involuntarily assigned to TDY for more than fifteen (15) days, the Pilot shall retain the days off schedule assigned to him at his Base. However, with Pilot concurrence, the Pilot's days off may be rescheduled.

### **8-G-7 Foreign TDY Assignments**

**8-G-7-a** The Company may designate TDY assignments at Tokyo, Osaka, Sydney, Auckland, Frankfurt, Paris, London, and Dublin. Prior to the Company implementing any TDY assignments in the above locations or at any other mutually agreed to location, the Company and the Association shall meet to discuss any problems associated with the filling of the vacancies required for the TDY Base, adequate lodging, expenses, and any other relevant issues.

**8-G-7-b** TDY assignments shall be filled by a preferencing procedure at the Base(s) designated by the Company. The number of TDY assignments available from each domestic Base shall be posted prior to preferencing. Volunteers from any Base may be considered, should insufficient pilots preference at the designated Base(s).

**8-G-7-c** TDY assignments shall be posted, preferenced and awarded prior to the posting of monthly lines of flying for domestic Bases. All pilots assigned to a TDY Base shall preference monthly schedules for that temporary Base.

**8-G-7-d** Should there be insufficient bidders for the TDY assignment, pilots shall be assigned in inverse order of seniority from those pilots at the designated Base who have spent the fewest number of Bid Periods in TDY assignments in the last twelve (12) Bid Periods. Under this provision, no Pilot shall be involuntarily assigned to a TDY assignment more than two (2) Bid Periods in any twelve (12) consecutive Bid Periods, nor shall a Pilot be involuntarily assigned to a TDY assignment in consecutive Bid Periods without his concurrence.

**8-G-7-e** Pilots who have been awarded or involuntarily assigned a TDY assignment shall have the option to remain at the TDY assignment for an additional one (1) or two (2) Bid Periods if the assignment is still available.

**8-G-7-f** Pilots who indicate a desire to remain at the assignment for two (2) Bid Periods or more shall be entitled to:

**8-G-7-f-(1)** have his eligible pass riders, as defined under Company Travel Policy, accompany him to the assignment. Dependents of college age who have limited pass travel eligibility shall be eligible for pass travel under this Section 8-G-7;

**8-G-7-f-(2)** positive space transportation to and from the assignment for his eligible pass riders; and

**8-G-7-f-(3)** when the Pilot remains at a TDY assignment in excess of two (2) Bid Periods as defined in Section 2-I, the Company shall provide one (1) additional NRPS pass for a Pilot's eligible pass riders.

**8-G-7-g** Pilots who have been awarded a TDY assignment shall receive expenses as provided in Section 4.

**8-G-7-h** A Pilot shall be provided suitable hotel accommodations as specified in Section 4. Additionally, if a Pilot qualifies for a spouse and/or dependents to be at the TDY location and he does transport two (2) or more members of his family to the TDY location, he shall be provided, at a cost to him not to exceed the rate paid by the Company, an additional bedroom.

**8-G-7-i** The following provisions shall be applicable to pilots assigned to TDY:

**8-G-7-i-(1)** Pilots volunteering for and being awarded a full Bid Period or Bid Periods of TDY must position themselves to fly the first Trip or to be available for the first reserve availability day in their TDY line.

**8-G-7-i-(2)** To accomplish this, Lineholders may have to travel to and from the TDY assignment outside of their TDY Bid Period on days that have previously been scheduled as vacation days and/or regular days off and Reserves may have to travel on their vacation days. Further, if a Lineholder has a Trip in the Bid Period prior to the initial TDY Bid Period that would prevent him from positioning himself for his first scheduled assignment in his TDY line, he shall have his prior Bid Period's line repaired in order to provide the necessary time. In that event, he shall be "pay protected" in that Bid Period if the repair would otherwise reduce his pay in that Bid Period. A Reserve who has days off in the prior Bid Period that would prevent him from traveling to and from the TDY assignment to be in position for his first TDY assignment shall have his days off moved so that the necessary travel day(s) shall be reserve work (available) days instead of days off, unless he volunteers to travel on his days off, in which case he shall have all such lost days off restored. Every reasonable effort shall be made to comply with the Reserve's request regarding the rescheduling of his reserve days off.

**8-G-7-i-(3)** The Pilot's travel to and from the TDY assignment shall be subject to the following:

**8-G-7-i-(3)-(a)** In order to travel to an initial Bid Period's TDY assignment, if the time is not already available in the Pilot's schedule, he shall be provided enough time so that he has the opportunity to schedule himself for 1) an off Duty Period between any duty at his domestic Base and the Departure time of his Flight from his Base to the TDY assignment equal to that required by Sections 5-E-3 and 5-F-3, 2) On-Line

transportation from his Base to the TDY assignment and 3) at least eighteen (18) hours off between his scheduled Arrival at the TDY assignment and his first duty. In satisfying the requirements of this Section 8-G-7-i-(3)-(a) and Section 8-G-7-i-(3)-(b), below, the Pilot may be required to travel on a continuous multi-segment itinerary so long as the en route time of these flights is not scheduled to exceed eighteen and one-half (18-1/2) hours. If the Pilot schedules himself to arrive at the TDY assignment on a flight that would provide at least eighteen (18) hours off; then, in the Actual Operation, sixteen (16) hours off shall be the applicable minimum.

**8-G-7-i-(3)-(b)** If the time is not already available in the Pilot's schedule to travel to his home Base from the final Bid Period of the TDY assignment, he shall have his following Bid Period's schedule modified under the month-end conflict provisions of Section 5 in order to have enough time to schedule himself for 1) an Off-Duty Period between his last TDY flight assignment and the start of his travel to his home domicile equal to that required by Section 5-E-3, 2) On-Line transportation to his domicile from the TDY assignment and 3) at least thirty-six (36) hours off between his scheduled Arrival at his Base and his first duty at his Base. If the Pilot has scheduled himself to arrive at his Base on a flight that is scheduled to provide him with at least thirty-six (36) hours off, twenty-four (24) hours off shall be the minimum requirement in the Actual Operation prior to any assignment at his home Base.

**8-G-7-i-(3)-(c)** It is understood that Section 8-G-7-i-(3)-(a) and Section 8-G-7-i-(3)-(b), when applied in conjunction with the Company's current passenger timetable, shall produce a schedule of Off-Duty Periods and flight itineraries which may not reflect the actual arrangements that the Pilot elects to use; nonetheless these rests and flight itineraries shall be used 1) to determine what, if any, adjustments are required to the Pilot's line or reserve days off in the Bid Periods adjoining his TDY assignment and 2) to determine how many, if any, vacation days or regular days off need to be restored under Section 8-G-7-i-(4). In determining the number of days lost due to positioning, the Departure time of the flight established in Section 8-G-7-i-(3)-(a), and the Arrival time of the flight established in Section 8-G-7-i-(3)-(b), shall be used to define which days have been lost.

**8-G-7-i-(3)-(d)** It is further understood that each Pilot is required to make his own travel arrangements and is free to travel during any time that is available to him without impacting his schedule, after any adjustments that are required above. If the Pilot chooses to travel from or return to a U.S. point other than his Base, he shall be responsible for his own domestic transportation to and from the gateway city.

**8-G-7-i-(3)-(e)** The Pilot shall be entitled to expense reimbursement for the period of TDY under Section 4, and for the travel time necessary between the Pilot's Base and the TDY assignment and any required en route stopover during positioning travel between his Base and the TDY assignment. Further, if the Pilot actually arrives at the TDY assignment early, the Company shall reimburse expenses for up

to two (2) calendar days prior to his first flight assignment or from the first day of the TDY Bid Period, whichever is earlier.

**8-G-7-i-(4)** Restoration of days off and vacation days lost due to positioning shall be subject to the following:

**8-G-7-i-(4)-(a)** Should the Pilot lose a vacation day or days outside his TDY period as a result of positioning himself, the Company shall restore the lost vacation day(s) to the Pilot.

**8-G-7-i-(4)-(b)** If a Lineholder loses no more than one (1) day off outside the TDY Bid Period due to outbound positioning and/or one day off outside the TDY Bid Period due to return positioning, there shall be no restoration of that (those) lost day(s) off. Any additional days off lost due to positioning shall be restored to the Pilot, as described below.

**8-G-7-i-(4)-(c)** Lost vacation and regular days off shall be available for bidding in the monthly vacation bidding process as outlined in Section 11-F-8.

**8-G-7-i-(4)-(d)** If a Pilot volunteers for the TDY assignment for two (2) or more consecutive Bid Periods, restoration of any lost vacation days or regular days off shall be provided only for those days necessarily lost as a result of positioning immediately prior to the first Bid Period of the TDY period and immediately subsequent to the last Bid Period of the TDY period.

**8-G-7-i-(4)-(e)** The Pilot shall be required to advise the Company within forty-eight (48) hours of the publication of any schedule which generates days owed if he has a preference regarding when those days owed shall be restored.

**8-G-7-i-(5)** Pilots who are involuntarily assigned to a TDY assignment shall not be required to position themselves on either regular days off or on vacation days outside of the Bid Period of the TDY, but may do so voluntarily. If they lose vacation days or days off as a result of volunteering, they shall be entitled to schedule adjustments and/or to restoration of lost days as provided above for volunteers.

**8-G-7-i-(6)** Should a Pilot incur any foreign income tax liability as a result of an involuntary TDY assignment, that liability shall be assumed by the Company.

**8-H Opening a Category or Closing a Base**

**8-H-1** In the event the Company desires to open a new Category or close a Base, the Master Executive Council Chairman shall be advised by the Company and shall be afforded the opportunity to consult with and make recommendations to the Company regarding staffing of the new Category or closing of the Base.

**8-H-2 New Category**

**8-H-2-a** A Pilot who has completed training and is waiting for revenue flying to begin in the “new” Category, as defined in Section 8-D-1-e, shall be available for either TDY or Section 20-H-6 assignments, at his option, for a period of up to two (2) Bid Periods following the

Bid Period he completes training or until revenue flying begins in the “new” Category whichever is less. The Pilot must choose either option on a Bid Period basis.

**8-H-2-a-(1)** TDY assignments are only available in Categories designated by the Company, and at least one (1) Category must be offered for TDY.

**8-H-2-a-(2)** If revenue flying has not begun after two (2) Bid Periods, a Pilot shall be entitled to be released from work obligations and paid reserve guarantee until revenue flying commences. Alternatively, he may choose to extend his TDY or Section 20-H-6 availability for up to two (2) additional Bid Periods.

**8-H-2-b** Notwithstanding Section 8-H-2-a, if a Pilot has completed training on a “new” Equipment type as defined in Section 8-C-7, at its option the Company may re-qualify and staff the Pilot into his previous Category, provided that:

**8-H-2-b-(1)** If his assignment on the “new” Equipment type has a higher rate of pay than of his previous Category, he shall receive that higher rate of pay when returning to his previous Category, including for all training assignments. However, if the Pilot causes a disruption to such training, as defined in Section 8-F-8-b, he shall return to the lower rate of pay. This pay rate protection shall be restored in accordance with Section 8-F-8-c.

**8-H-2-b-(2)** When returning to his previous Equipment, and when subsequently returning to the “new” Equipment type, the Pilot shall receive the required requalification training and any additional training he deems necessary, but never less than maneuvers validation.

**8-H-2-c** A Pilot awarded a “new” Category shall be eligible for a paid move in accordance with Section 10 provided he changes Bases with the award.

### **8-H-3** Closing a Base

**8-H-3-a** In the event the Company desires to close a Base, the following procedures shall apply:

**8-H-3-a-(1)** The displacement process described in Section 8-E above shall be utilized.

**8-H-3-a-(2)** A Pilot who bids and is awarded a vacancy out of the affected Base during the period commencing with the announced Base closing and ending with the Base closing effective date, shall be entitled to a paid move pursuant to Section 10 and shall not be subject to any freeze described in Section 8-D.

**8-H-3-a-(3)** In lieu of the transportation benefits set forth in Section 10, an affected Pilot shall be allowed NRPS transportation between his former Base and his new Base until such time that he moves his residence to the new location not to exceed one (1) year after the effective date of the Base closing. In addition, if such Pilot has not moved his residence to the new location within one (1) year, he shall be allowed the highest priority NRSA transportation until he moves, not to exceed an additional one (1) year.

## **8-I Miscellaneous**

**8-I-1** Only pilots who have met the basic prerequisite piloting requirements for Air Line Transport Pilot Certificate, including successful completion of the ATP written examination and notification to the Company of such completion, and who have completed twelve (12) months of service as a Company First Officer shall be eligible to bid or displace into Captain vacancies.

**8-I-2** In the event a Pilot is awarded or displaces into a new Category and fails to satisfactorily complete the training required to qualify him for the new Category, or fails to qualify on his new Category after completing the training required, he shall be considered as not having vacated his previous assignment, and if his previous assignment no longer exists, he shall have displacement rights in accordance with Section 8-E unless action has been taken by the Company under Section 6-A-2.

**8-I-3** When a First Officer who has been out of Active Service for thirty-six (36) months or more returns to a Captain assignment, the Company may require him to serve as First Officer in the Base and Equipment type of his Captain assignment for the remainder of the Bid Period in which he was activated into his Captain assignment and the three (3) Bid Periods thereafter. When a Captain who has been out of Active Service for thirty-six (36) months or more returns to a Captain assignment, the Company may offer him the opportunity to serve as First Officer in the Base and Equipment type of his Captain assignment for the remainder of the Bid Period in which he was activated into his Captain assignment and the three (3) Bid Periods thereafter. During this time, under either circumstance, the Pilot shall receive the rate of pay of his Captain assignment.

**8-I-4** Active pilots in the same Equipment type and Status may trade Bases. A Pilot with an un-activated assignment may only trade his most recently awarded Category. The following provisions shall also apply:

**8-I-4-a** Before being finalized, Base trades shall be published for a period of at least twenty (20) days. During this period, senior pilots in those Categories shall be allowed to bid and replace, by seniority, the initial pilots attempting to Base trade.

**8-I-4-b** The provisions of Section 11-F-5 apply to Base trades.

**8-I-4-c** Without Company concurrence on an earlier date, the activation date of the Base trade shall be no earlier than the start of the next Bid Period for which monthly vacation awarding has not begun.

**8-I-4-d** A Pilot participating in a Base trade shall not be eligible for a paid move as provided in Section 10 based solely on the trade.

**8-I-5** The daily projections of the bid awards for each business day a vacancy or displacement bulletin is open shall be available online. Each daily projection shall be processed using actual bids available at the time the projection is processed. Further, each daily projection shall indicate which pilots and Categories are subject to secondary or tertiary displacements.

**8-I-6** Although the Company makes the final decision on allocation of flying issues, the Company also recognizes its responsibility to give the Association the opportunity to provide

meaningful input on issues involving opening new or closing existing Bases or Categories, and changing the size of Bases in accordance with the standards agreed upon by the parties. The following protocol establishes the rights and obligations of each party with respect to this process.

**8-I-6-a** When the need for a decision on an allocation of flying issue is identified, the Managing Director of Flight Ops Crew Resources (“the Director”) has the responsibility to give the Association notice that it shall be given the opportunity to be consulted and to make recommendations prior to the time the Company makes its decision. The Director shall give this notice by issuing to the SSC a Notice of Proposed Decision Making (“NPDM”). The Director has a good faith responsibility to issue the NPDM as soon as he perceives a need to make a reallocation decision to allow the Association as much time as possible to respond.

**8-I-6-b** The NPDM shall contain:

- 8-I-6-b-(1)** a statement of the issue the Company needs to decide;
- 8-I-6-b-(2)** an estimate of the time frame within which the Company must make a decision;
- 8-I-6-b-(3)** specific information, if any, the Company may require from the Association; and
- 8-I-6-b-(4)** the date by which the Association’s recommendations are required to be submitted to the Director.

**8-I-6-c** The SSC shall respond to the NPDM as quickly as possible given the timeframe within which a decision must be made. The response to the Director shall indicate the following:

- 8-I-6-c-(1)** whether the SSC wishes to be consulted and given the opportunity to make a recommendation on the issue, and if it does, its initial impression about how and when it wants to address the issue, such as by conference call, at an immediate meeting or at the next SSC meeting;
- 8-I-6-c-(2)** any preliminary information it desires for its preparation and evaluation of the issue prior to discussions with the Company; and
- 8-I-6-c-(3)** an initial estimate of the time period the SSC believes shall be required before it can make recommendations.

**8-I-6-d** The Director shall provide all requested pertinent information in accordance with Section 20-E-2. If the Director is unable to provide the requested information, the Director shall inform the Association of the reasons therefore.

**8-I-6-e** When the Company and the Association discuss the issue, they shall endeavor to identify the options available to them at each stage of the decision-making process and whether additional information or time is required to evaluate the options. The Company and the Association shall consider, evaluate and apply the human, contractual and economic factors applicable to allocation of flying issues as appropriate to each stage of



the decision-making process. When the SSC is satisfied that the Company and the Association have fully explored their reasonable options, the SSC shall advise the Director when the SSC shall be able to make its recommendations to the Company. The SSC acknowledges that its recommendations must be submitted within the Company's time frame for decision.

**8-I-6-f** The SSC shall submit its recommendation(s) in writing to the Director within the time limits specified in the NPDM, unless the Company and the Association have mutually agreed to a different deadline.

**8-I-6-g** If the SSC is unable to comply with the time limits, it may request additional time from the Director. The Director shall advise the SSC whether additional time can be granted, and if not, the reasons therefore. If additional time cannot be granted, the Director shall advise the SSC when the decision will be made and when it will be announced.

**8-I-6-h** Before making his decision, the Director shall consider and evaluate the recommendations made by the SSC, if any, and shall communicate in writing to the SSC the reasons for accepting or rejecting their recommendations.

**8-I-6-i** The SSC and the Director shall provide feedback to each other on how well the consultative process worked on each issue covered by a NPDM and the improvements, if any, which they believe should be made to the process before the next NPDM is issued.



## Section 9 - Training

### 9-A Classifications

The provisions of this Section 9 shall apply to all mandatory Pilot training. They do not apply to voluntary training or to maintenance of landing currency.

### 9-B Assignment to Training

**9-B-1** For initial training, transition training, requalification training, and for all other training of five (5) days or more excluding recurrent training and training covered under Section 9-J, a Pilot shall be notified as far in advance as possible but in no case less than fourteen (14) days prior to being scheduled to receive such training. However, if a Pilot is returning to work from an absence and he needs initial, transition or requalification training, this fourteen (14) day minimum notification may be reduced to seven (7) days. If the Pilot waives the minimum-notice requirements and he does not have a scheduled calendar day off between the time of notification and the time he is required to travel to training, he shall be provided with a calendar day off within seven (7) days from the time he is required to travel to training.

**9-B-2** Training of less than five (5) days, excluding recurrent training and training covered under Section 9-J, shall be assigned after Monthly Schedule Preferencing is completed but no later than nine (9) days thereafter. However, such training may be assigned before Monthly Schedule Preferencing, provided a reasonable selection of training days exists and pilots are allowed to preference such training days, or with Pilot concurrence if the selection of training days is more limited. If necessary to prevent issues from arising during Monthly Schedule Preferencing, the SSC may limit the volume of awards requiring Pilot concurrence.

**9-B-3** For recurrent training (excluding that portion of recurrent training covered in Section 9-B-4) the following shall apply:

#### **9-B-3-a** Recurrent Training Preferencing

**9-B-3-a-(1)** Recurrent training shall be preferenced using a criteria-based preferential bidding system. Awards shall be published no later than 1200 CT the day prior to the start of Monthly Schedule Preferencing; the SSC may waive this requirement.

**9-B-3-a-(2)** The Company may exclude the following pilots from recurrent training preferencing:

**9-B-3-a-(2)-(a)** a Pilot whose projected initial, transition or requalification training start date is within thirty (30) days of the end of the Pilot's grace month.

**9-B-3-a-(2)-(b)** a Pilot who is in a Category subject to Section 8-E-7-b.

**9-B-3-a-(2)-(c)** a Pilot who is projected to transition from line Pilot status within thirty (30) days of the end of the Pilot's grace month (e.g., due to retirement, furlough, planned leave or absence, transfer to MGT or I/E, etc.).

**9-B-3-a-(2)-(d)** any Pilot, with SSC concurrence.

**9-B-3-a-(3)** Pilots who are beyond their grace month shall be awarded the earliest available training, in seniority order.

**9-B-3-a-(4)** If training vacancies remain, pilots shall become eligible for a training award in the following order, until the number of eligible pilots equals the number of remaining training vacancies:

**9-B-3-a-(4)-(a)** Pilots in their grace month, in seniority order. A Pilot in his base month who is unavailable for the entire next Bid Period may be treated as if it is his grace month.

**9-B-3-a-(4)-(b)** Pilots in their base month, in seniority order.

**9-B-3-a-(4)-(c)** Pilots in their early month who are requesting such training, in seniority order.

**9-B-3-a-(4)-(d)** Pilots in their early month who are not requesting such training, in inverse seniority order.

**9-B-3-a-(5)** Training vacancies shall be awarded to eligible pilots in seniority order.

**9-B-3-b** If not awarded during recurrent training preferencing, recurrent training may only be assigned as follows:

**9-B-3-b-(1)** If assigned in his early month, Pilot concurrence is required.

**9-B-3-b-(2)** If assigned in his base or grace month, Pilot concurrence is required if the assignment is made before Monthly Schedule Preferencing is completed but is not required if made after.

**9-B-3-b-(3)** Within forty-eight (48) hours after Monthly Schedule Preferencing is completed, a Pilot eligible for recurrent training may designate seven (7) consecutive days that he shall not be available to be assigned recurrent training, including travel. The Company may deny the Pilot's designation if it would result in the Pilot losing his qualification.

**9-B-3-c** If a Pilot is removed from recurrent training awarded in recurrent training preferencing, the following shall apply:

**9-B-3-c-(1)** A Pilot may be assigned replacement recurrent training, except as provided in Section 9-B-3-c-(2). If the original recurrent training is removed after Monthly Schedule Preferencing is completed, the Pilot may designate three (3) consecutive days that he shall be unavailable to be assigned replacement recurrent training, including travel. This designation must be made within forty-eight (48) hours after being notified of the removal of training.

**9-B-3-c-(2)** If the Company initiates the removal from recurrent training, Pilot concurrence is required prior to assignment of replacement recurrent training. However, a Pilot can be assigned replacement recurrent training without his concurrence in his grace month, but only after Monthly Schedule Preferencing is completed. A Pilot in his grace month may, within forty-eight (48) hours after being

notified of the removal of training or within forty-eight (48) hours after Monthly Schedule Preferencing is completed, whichever is later, designate one (1) period of his assigned days off that he shall be unavailable to be assigned replacement recurrent training, including travel.

**9-B-3-d** A Pilot shall be notified at least fifteen (15) days prior to the date he is scheduled for a recurrent training assignment, unless he agrees otherwise.

**9-B-4** Lineholder Self-Scheduling of Recurrent Ground Training

**9-B-4-a** A Lineholder shall self-schedule recurrent ground training on a day off that occurs in his early, base, or grace month, after Monthly Schedule Preferencing for that Bid Period is completed. In the Bid Period in which he completes recurrent ground training, he shall be paid three and three-quarters (3.75) hours of Add Pay for each eight (8) hours of recurrent ground training, or fraction thereof. A Lineholder shall attend recurrent ground training at his Base, unless the Company concurs otherwise.

**9-B-4-b** The Company may apply a Pilot's recurrent ground training Line Credit in the Pilot's early, base, or grace month, and the Lineholder shall receive an additional day off and an additional three and three-quarters (3.75) hours of Line Credit in that Bid Month. When the Bid Period ends, the Company may adjust the Lineholder's MPG to eliminate any guarantee pay associated with such Line Credit.

**9-B-4-c** A Reserve who was a Lineholder in an earlier Bid Period and who in that earlier Bid Period received the additional day off and Line Credit described in Section 9-B-4 but who has not yet completed recurrent ground training shall complete recurrent ground training in accordance with Section 9-B-4-a.

**9-B-4-d** A Reserve who was a Lineholder in an earlier Bid Period and who in that earlier Bid Period completed recurrent ground training in accordance with Section 9-B-4-a but who has not yet received the additional day off and Line Credit described in Section 9-B-4-b, shall receive an additional day off in accordance with Section 9-B-4-b. In the Bid Period in which the Reserve receives an additional day off, he shall have eighteen (18) minutes added to his MPG.

**9-B-4-e** Lineholder self-scheduling of recurrent ground training is only permitted at a Base if one of the following apply at that Base. If none of the following apply at a Base, recurrent ground training shall be scheduled with a Pilot's recurrent training.

**9-B-4-e-(1)** The Base is staffed with more than 250 pilots and recurrent ground training is available at the Base at least fifteen (15) days per Bid Period, at least six (6) Bid Periods per year; or

**9-B-4-e-(2)** The Base is staffed with 100 to 250 pilots and recurrent ground training is available at the Base at least ten (10) days per Bid Period, at least six (6) Bid Periods per year; or

**9-B-4-e-(3)** The Base is staffed with less than 100 pilots and recurrent ground training is available at the Base at least ten (10) days per Bid Period, at least four (4) Bid Periods per year; or

**9-B-4-e-(4)** Recurrent ground training is available for at least ten (10) days in the early, base and grace months of all pilots at the Base.

**9-B-4-e-(5)** The size of a Base on the first day of the October Bid Period shall determine whether Sections 9-B-4-e-(1), 9-B-4-e-(2) or 9-B-4-e-(3) shall apply to that Base for the following calendar year except that:

**9-B-4-e-(5)-(a)** If a Base that was staffed with 250 or less pilots on the first (1<sup>st</sup>) day of the October Bid Period has more than 250 pilots on the first (1<sup>st</sup>) day of the following April Bid Period, recurrent ground training shall be available at that Base at least fifteen (15) days in those Bid Periods from July through December in which the Company is required to offer such training to satisfy the requirements of this Section 9-B-4-e.

**9-B-4-e-(5)-(b)** If a Base that was staffed with more than 250 pilots on the first day of the October Bid Period has 250 or less pilots on the first (1<sup>st</sup>) day of the following April Bid Period, recurrent ground training shall be available at that Base at least ten (10) days in those Bid Periods from July through December in which the Company is required to offer such training to satisfy the requirements of this Section 9-B-4-e.

**9-B-4-e-(5)-(c)** The Company and the SSC may agree to modify this Section 9-B-4-e.

**9-B-5** A Reserve shall attend recurrent ground training on a reserve day approved by the Company and shall receive four hours and three minutes (4:03) of pay.

**9-B-6** Without his concurrence, a Pilot shall not be assigned to training in the days off before and after a vacation period. This Section 9-B-6 does not apply to training included in Monthly Schedule Preferencing.

## **9-C Schedule Considerations**

### **9-C-1 Training Included in Monthly Schedule Preferencing**

**9-C-1-a** A Pilot with a training assignment covered under Section 9-B-1 shall have prorated days off outside the training, according to Section 5-E-4-b for Lineholders and Section 5-E-5-b for Reserves.

**9-C-1-b** A Pilot with a training assignment covered under Sections 9-B-2 or 9-B-3 shall not have prorated days off outside the training; that is, such training shall not be considered an absence or activity for purposes of Section 5-E-4-b for Lineholders and Section 5-E-5-b for Reserves.

### **9-C-2 Training Not Included in Monthly Schedule Preferencing**

**9-C-2-a** A Pilot with a training assignment covered under Section 9-B-1 shall not have prorated days off outside the training and the minimum day off requirements of Section 5 shall not apply when the assignment is entered on his calendar; that is, there shall not be an adjustment to his days off due to the training assignment.

**9-C-2-b** A Pilot with a training assignment covered under Sections 9-B-2 or 9-B-3 shall not have prorated days off outside the training and the minimum day off requirements of Section 5 shall apply.

**9-C-2-c** If a Lineholder is assigned training that results in a Trip or Trips being dropped, the following shall apply to each Trip being dropped:

**9-C-2-c-(1)** If at least one (1) day on which a dropped Trip operates overlaps a day included in the training assignment, the Pilot shall have no obligation to the Company on Trip days that do not overlap the training assignment.

**9-C-2-c-(2)** If no days on which a dropped Trip operates overlap the days included in the training assignment but the Trip is dropped as part of a schedule repair, the repair shall be made and the Company may require the Pilot to be available on those days, in accordance with Section 20-F-1.

**9-C-2-d** Lineholder Training Credit Days

**9-C-2-d-(1)** A Lineholder with a training assignment covered under Sections 9-B-2 or 9-B-3 is eligible to receive training credit days as described in this Section 9-C-2-d.

**9-C-2-d-(2)** If a Lineholder loses days off, as measured at the time the training assignment was entered on his schedule (but after a schedule repair is made, if any, in accordance with Section 9-C-2-c-(2)), he shall receive a training credit day for each lost day off. Days off include days on which a Pilot has no obligation to the Company, in accordance with Section 9-C-2-c-(1) and, if the Company does not require the Pilot to be available, with Section 9-C-2-c-(2).

**9-C-2-d-(3)** If the training requires more time to complete than scheduled, any additional day(s) shall be included in the training credit day calculation of Section 9-C-2-d-(2), except that if the additional day(s) is because the Pilot fails the training, such additional day(s) shall not be included in the calculation.

**9-C-2-d-(4)** A Pilot shall not receive a training credit day for a landing currency simulator period.

**9-C-2-d-(5)** Training credit days accumulated by January 31 shall be added to the scheduled vacation in the upcoming vacation year.

**9-C-2-d-(5)-(a)** For example, training credit days received in January 2013 shall be added to scheduled vacation used in the vacation year that runs from May 2013 to April 2014.

**9-C-2-d-(5)-(b)** For example, training credit days received in April 2013 shall be added to scheduled vacation used in the vacation year that runs from May 2014 to April 2015.

## **9-D Transportation**

**9-D-1** A Pilot assigned to training shall be provided On-Line positive space transportation for all travel in connection with the training assignment or as authorized by the Company. The

Pilot may use the positive space transportation to travel to and from his primary residence and the training location; for duty, off-duty and other training requirements, such Pilot shall be treated as if the travel is to or from his Base. For pilots who are assigned training away from their Base, the travel shall be considered part of the training assignment. This Section 9-D-1 shall not apply to recurrent ground training or training covered under Section 9-J

**9-D-1-a** A Pilot traveling to or from recurrent training shall be booked in First Class if available at the time of booking. If First Class is not available at the time of booking, the Pilot shall be booked in Business Class. If First Class and Business Class are not available at the time of booking, the Pilot shall be booked in Economy Plus with a priority order of aisle, then window, then middle seat.

**9-D-1-a-(1)** A Pilot whose travel is booked under this Section 9-D-1-a shall not be required to travel in Economy Class if the seat is not an Economy Plus seat except that:

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

**9-D-1-a-(1)-(b)** If the aircraft is not configured with Economy Plus seating, premium Economy Class seating, Business Class or First Class, the Pilot may be seated in Economy Class even if the seat is not Economy Plus.

**9-D-1-a-(2)** Downgrades shall be made in inverse seniority order and only for higher priority positive space travelers. A Pilot booked in First or Business Class shall not be downgraded to Economy Class to accommodate an upgraded passenger. A downgraded Pilot shall have the choice of available seats.

**9-D-1-b** For travel associated with all other training and for travel under Section 9-D-2, a Pilot shall be booked in Economy Class and, if available at time of booking, shall be assigned a seat in Economy Plus with a priority order of aisle, window, middle seat.

**9-D-2** At the option of the Pilot, On-Line positive space transportation shall be available for travel to and from his primary residence or Base on a Pilot's scheduled days off during training. It is the responsibility of the Pilot to be available for scheduled training periods.

**9-D-3** When a Pilot is traveling to training from his Base on a Company-designated flight, the training Duty Period limitations of Section 9-F-3 shall include a fifteen (15) minute report time, except that if the Pilot is seated in First Class or if the Pilot fails to make his reservation by ninety-six (96) hours before scheduled flight Departure, such training Duty Period limitations shall not include such report time. In addition, when the training is located at the Denver Training Center, such Company-designated flights must allow for at least one (1) hour from the scheduled landing time to the scheduled start time of the training event.

**9-D-4** If in the application of Section 9-D-3 the Company awards a training Duty Period that requires First Class seating to comply with Section 9-F-3 and the Pilot receiving such award decides to deviate from the Company-designated flight, then that Pilot shall have authority to book in First Class on the deviated flight, provided that the deviated flight is from either the



Pilot's Base or primary residence. If First Class is not available on the deviated flight at time of booking, the Pilot shall not be entitled to a report time.

**9-E Expenses**

**9-E-1** The Company shall furnish suitable single lodging accommodations when required, and standard allowances as provided for in Section 4-A-1, from the time of Departure of the Company-designated flight from the Pilot's Base to the training assignment until the time of Arrival of the Company-designated flight from the training assignment to the Pilot's Base. Transportation shall be furnished between lodging and the training facility. If the Company cannot furnish lodging or transportation, reasonable actual expenses supported by receipts plus standard allowances shall be paid. If Company-furnished transportation is not available within thirty (30) minutes of the Pilot's arrival at the designated pick-up point, he may use other transportation. The Pilot shall be reimbursed for his actual and necessary transportation expenses. The Company shall reimburse actual and necessary personal laundry and cleaning expenses, when training away from the Pilot's Base is for more than five (5) consecutive days. All expenses shall be claimed in accordance with Company expense reporting policy and must be submitted within fourteen (14) days after incurring the expenses.

**9-E-2** When requested, the Company shall provide lodging accommodations the night before recurrent, initial, transition or requalification training. No additional duty time, pay or expenses shall be provided to a Pilot who utilizes this provision, and pilots training at their Base are not eligible. The Company shall provide an electronic means for a Pilot to request such lodging before recurrent training.

**9-E-3** A Pilot assigned to training at his Base or a Pilot who lives at his home while in training shall be paid at the rates set forth in Section 4-A-1 from the time he reports to the Training Center for training until he is released from the Training Center. He shall not receive such pay from the time he is released for days off during the training period, until reporting for training following a day off period.

**9-E-4** A Pilot in initial, transition or requalification training at his Base may, at his option and in lieu of the lodging provisions herein, receive an allowance for transportation of fifteen dollars (\$15) per day for each day the Pilot is required to report for training. Such allowance shall be claimed in accordance with Company expense reporting policy and must be submitted within fourteen (14) days after incurring the expenses.

**9-E-5** A DEN-based Pilot shall be considered to be "training at his Base" when at the Denver Training Center and an IAH-based Pilot shall be considered to be "training at his Base" when at the Houston Training Center.

**9-F Training Schedules**

**9-F-1** To the extent known and projected, the training schedule shall be posted for the entire transition training period.

**9-F-2** Except as provided in Section 9-F-3, a Pilot in training shall not be on duty for more than eight (8) hours exclusive of a one (1) hour meal break. Training periods for airplane flight

training and simulator flight training shall not be scheduled to exceed four (4) hours of actual simulator time per day. A Pilot scheduled in the simulator for a period in excess of two hours and thirty minutes (2:30) shall be permitted a short break for physiological needs.

**9-F-3** A Pilot shall not be scheduled to exceed thirteen and one-half (13 1/2) hours on duty in a combination of training and traveling to or from the training location and shall not be required to exceed fourteen and one-half (14 1/2) hours; except that in the case of a delay in training, he may be required to exceed fourteen and one-half (14 1/2) hours to travel from training in order to avoid a schedule repair.

**9-F-4** Formal classroom and crew training sessions (excluding crew training sessions designed as briefings immediately prior to simulator or cockpit procedure trainer periods) shall begin no earlier than 0700 and terminate no later than 2200.

**9-F-5** The training periods in the flight simulator or cockpit procedures trainer, exclusive of brief and debrief, shall be conducted between the hours of 0600 and 2400 local time, which may be extended to 0200 when the scheduled training requirements in a particular Equipment type exceed the capabilities at the particular training center. The Company may only schedule a Pilot for training during the 2400 to 0200 time period without his concurrence if he cannot be scheduled to other available time slots. No checking shall be done during this extended training time without the concurrence of the Pilot.

**9-F-6** A Pilot shall have no more than five (5) training days in any seven (7) consecutive days, and shall be scheduled for at least one (1) period of at least two (2) consecutive days off every two (2) weeks.

**9-F-7** When a Pilot has been assigned by the Company to observe as a member of the crew in conjunction with transition training, such period of time shall be considered an extension of his transition training period.

**9-F-8** The Company shall not schedule a Pilot for simulator checking prior to 0700 Pilot's Base time without his concurrence.

**9-F-9** The minimum Off-Duty Period between any two (2) training Duty Periods shall be twelve (12) hours.

**9-F-10** The minimum Off-Duty Period between any line assignment and any training assignment (including travel to or from training, if required) shall be eighteen (18) hours.

**9-F-11** A Pilot scheduled for training of less than five (5) days shall be scheduled for not less than one (1) day off in each seven (7) days; except that, if such seven (7) days contains a combination of line flying and training, he may be scheduled for and perform seven (7) consecutive days of such combined duty, if the seventh (7th) day of duty is necessary to complete an assignment in progress.

**9-F-12** Upon completion of scheduled training of more than seven (7) days, a Pilot must have at least three (3) days free of all duty at his Base. Such three (3) days off may be taken immediately upon completion of either formal training or OE, at the Pilot's option. The Pilot shall select his option within forty-eight (48) hours of receiving his training schedule. If the

Pilot fails to indicate his option, the placement of the days off shall be determined by the Company.

**9-F-13** A Pilot shall not be assigned to training, including travel to or from training, on Thanksgiving Day, Christmas Day or New Year's Day.

## **9-G General**

### **9-G-1 Training Committee**

**9-G-1-a** The Company shall establish training policies and requirements. A Training Committee composed of representatives of the Company and representatives of the pilots shall be established. The Training Committee shall meet quarterly unless the parties agree to meet less frequently, or at any other time the parties mutually agree. It is the intent of the parties to this Agreement that this Training Committee shall provide the pilots with the opportunity to consult with and make recommendations to the Company on training policies or changes, training programs or changes, or any other matters affecting Pilot training. In the event that the Training Committee and the Company are unable to resolve issues of training, these issues shall be referred to the Managing Director of Training, the Senior Vice President of Flight Operations and the Master Chairman for resolution.

**9-G-1-b** The Company shall notify the Association Training Committee if a Pilot is having training difficulties or is scheduled for a non-routine check. If requested by the Pilot, a UAL Pilot representative of the Association may be present in the cockpit or simulator as an observer on any check other than a routine or random check.

**9-G-1-c** The Company agrees to handle pilots who continue to experience training difficulties according to the UAL Enhanced Pilot Proficiency Policy, which shall be electronically posted.

**9-G-2** Prior to any training, including OE, a Pilot shall be informed of who the Instructor will be. A Pilot may request, and shall be granted, no more than two (2) changes of Instructor and no more than two (2) changes of LCA performing OE during any complete course of training. The Pilot may make such request orally or in writing to the Instructor or other supervisor, as soon as practical and promptly confirm an oral request in writing. A written request or confirmation must include the reason or reasons for the request.

**9-G-3** A fully qualified crew whose names appear on the Seniority List shall be utilized during flight simulator proficiency checks. No line Pilot shall be assigned as a Captain fill-in unless that Pilot holds an ATP for that aircraft and has accumulated at least 100 hours of experience in that aircraft since OE. A line First Officer shall not be assigned as a Captain fill-in for CQ evaluation events (LOE). On those Equipment types where augmentation is required, the use of two (2) ATP rated First Officers shall fulfill the requirement of a fully qualified crew complement.

**9-G-3-a** Type-rated First Officers shall be briefed in accordance with a jointly-developed outline prior to filling in as Captains.

**9-G-3-b** Flight Instructors who are acting as fill-in crew members shall participate in recurrent training to the same extent as that required of line pilots. The Company shall

publish recurrent training fill-in guidelines in relevant Fleet and Training Center documents. Fill-in guidelines shall be distributed to each Flight Instructor prior to serving as a fill-in crew member on a checking assignment.

**9-G-4** No Pilot shall be required to take a proficiency check in a simulator that is not functioning so as to simulate the flight and operating characteristics of the represented aircraft. A Pilot whose upcoming recurrent training includes an LOE conducted in a 767-400 simulator may require the Company to conduct his CQT in a 767-400 simulator, provided that he notifies the Company of this requirement within seven (7) days of receiving his recurrent training award.

**9-G-5** If a Pilot's performance on an evaluation in the flight simulator is considered to be unsatisfactory, he shall have the opportunity to take an evaluation, without prejudice, in an operating flight simulator (within the same training facility) of his choice.

**9-G-6** No Pilot shall be evaluated on a maneuver during an evaluation that is not prescribed in the United Airlines AQP as approved by the FAA. Probationary pilots taking their probationary check shall not be graded to different standards than those required to successfully complete the initial transition course.

**9-G-7** Evaluations in the flight simulator shall be given as nearly as possible as an extension of flight simulator training and shall not be given prior to such training.

**9-G-8** United Airlines pilots shall normally take precedence over outside contract training for the most desirable training periods. For this purpose, the consideration for assignments shall be in the following order:

- 1st 0800 to 1800
- 2nd 1801 to 2400
- 3rd 0001 to 0759

In no case shall the leasing of training assets for outside contract training generate the need for Company Pilots to train at a location other than a Company Training Center or impact the ability for the Company to perform simulator maintenance.

**9-G-9** Training time shall not be considered as Flight Time.

**9-G-10** Voluntary use of training devices such as cockpit procedures trainers and simulators is not included in the provisions of this Section 9. No record of a Pilot's performance shall be maintained by the Company for voluntary training nor shall the log books and records of simulator utilization indicate the Pilot by name.

**9-G-11** A Pilot who has completed initial or transition training in conjunction with a new award as a Captain in an Equipment type other than a type which he has been flying as a First Officer and who is required to return to his previous Status or Equipment type before being activated in his new award may, at his option, receive additional training he deems necessary, including a requalification course, in the previous Equipment and/or the new Equipment.

**9-G-12** When training and/or checking is conducted in an aircraft in flight, such training and checking shall be subject to the following additional restrictions:

**9-G-12-a** Maneuvers requiring a visual horizon:

**9-G-12-a-(1)** Emergency descent.

**9-G-12-a-(2)** Simulated engine failure on takeoff.

**9-G-12-a-(3)** Approaches conducted at 50% or less power available.

**9-G-12-a-(4)** Maneuver to land (circling approach).

**9-G-12-a-(5)** Zero degree flap approach.

**9-G-12-a-(6)** Approach to stall.

**9-G-12-a-(7)** Intentional Dutch Roll.

**9-G-13** When a Pilot is route or Equipment qualifying in conjunction with training or as a result of a new award, such qualifying shall be considered an extension of training and the provisions of Section 9-F-12 shall apply.

**9-G-14** Route qualifying required prior to assignment to duty as a Captain shall be specified in the Flight Operations Manual and no other qualifying Trips shall be required. When changes or additions are made to the applicable portion of the Flight Operations Manual to which the Association objects, a hearing shall be granted by the Senior Vice President-Flight Operations within thirty (30) days at the request of the Association for the purpose of determining whether such changes or additions should be continued.

**9-G-15** CBT courseware associated with initial and transition training shall be available in advance. Home study prior to initial and transition training shall be voluntary. Further, all initial and transition course curricula shall be established independently of any home study considerations and, therefore, home study is not required prior to reporting to training. All pilots shall be treated fairly and consistently under this policy.

**9-G-16** Distance Learning

**9-G-16-a** Distance learning shall be compensated in accordance with Section 3. The following items shall not provide compensation: informational bulletins, airport/area/route qualification, and training completed by the Pilot on a voluntary basis.

**9-G-16-b** Distance learning is not duty.

**9-G-16-c** Standard training lengths for distance learning shall be determined in accordance with Section 9-G-1-a, except that the standard training length of CBT courses shall be the CBT run time plus fifteen percent (15%).

**9-G-16-d** Training materials that are not available online shall either be placed in a Pilot's Company mailbox or mailed to his home of record.

**9-G-16-e** A CBT course(s) done as part of a day of recurrent ground training that is scheduled under Section 9-B-4 (e.g. GSR CBT) shall not be considered distance learning, regardless of the location where the Pilot actually completes the CBT course(s). Such CBT

course(s) may not cause the recurrent ground training to exceed the duty limitations of Section 9-F-2.

### **9-G-17 Dual Qualification**

**9-G-17-a** Dual qualification is prohibited for line pilots and I/Es. For the first two (2) years of operation of a new aircraft type, I/Es who are qualified on that new aircraft and a different aircraft with a common type and common currency are not considered to be dual qualified; after the first two (2) years, the parties shall meet to discuss an extension.

**9-G-17-b** Management pilots may be dual qualified and landing currency shall be maintained on the actual aircraft. Management pilots who are qualified on two (2) or more aircraft with a common type and common currency are not considered to be dual qualified.

## **9-H Waivers**

Nothing herein shall restrict deviation from the rules by mutual agreement between the Pilot and the Company where such deviation shall aid or benefit the Pilot in completing any training requirement.

## **9-I Special Qualifications**

All pilots requiring area or route qualification training shall be trained within six (6) months of the requirement becoming known if the number of pilots requiring such training is 300 or less, or within twelve (12) months of the requirement becoming known if the number of pilots requiring such training is greater than 300.

**9-I-1** A Pilot awarded a Line of Flying which requires special qualifications shall be assigned the appropriate training whenever possible in sufficient time to allow him to fly his first Trip which requires such qualification.

**9-I-2** A Pilot assigned a reserve line in a Category which has Trips that require special qualifications shall be assigned the appropriate training whenever possible.

**9-I-3** Once a Pilot is qualified, he shall be required to maintain his qualification while holding an assignment in a Category in which there are schedules which require such qualification. Should the Pilot be assigned to a Category in which there is no scheduled flying which requires such qualifications, he may be required to maintain his qualification. Any Pilot who is already qualified may request training to retain his qualification.

## **9-J New Training**

Should the Company institute a new training requirement that will initially require more than four (4) hours of training, that is not a part of initial, transition, requalification, recurrent, upgrade, or differences training, and that has a specific, required completion date (as determined by the Company for each Pilot), the following shall apply. This Section 9-J does not apply to Pilot-specific training (e.g., landings, FAA certificate action, etc.). Section 9-J-1 applies only when training is facilitated by line pilots.

### **9-J-1 Facilitators**

**9-J-1-a** Facilitator training pay and selection (Training the Trainers)

**9-J-1-a-(1)** Facilitator training (excluding days off during training) included in Monthly Schedule Preferencing shall receive five (5) hours of Line Credit and pay for each such day.

**9-J-1-a-(2)** Facilitator training not included in Monthly Schedule Preferencing shall be assigned using the provisions for recurrent training that is not included in Monthly Schedule Preferencing.

**9-J-1-a-(3)** Facilitators shall be selected by the Company. The Association shall be offered the opportunity to review and comment. Selection disputes shall be resolved in accordance with Section 9-G-1-a, except that a request by the Association to deselect a facilitator shall be honored, provided such requests are occasional, reasonable and targeted.

**9-J-1-a-(4)** Facilitators shall not participate in the program as students.

**9-J-1-b Facilitator Pay While Instructing**

**9-J-1-b-(1)** A Facilitator shall receive Add Pay of twenty-five dollars (\$25) for each class taught.

**9-J-1-b-(2)** Facilitator instructing included in Monthly Schedule Preferencing shall be paid and credited as a training assignment.

**9-J-1-b-(3)** Facilitator instructing not included in Monthly Schedule Preferencing shall be assigned using the provisions for recurrent training that is not included in Monthly Schedule Preferencing.

**9-J-1-c** The following shall apply to facilitator training and facilitator instructing:

**9-J-1-c-(1)** Notwithstanding Section 9-D-1 a facilitator shall be provided On-Line positive space transportation between his Base or primary residence and the training/instructing location.

**9-J-1-c-(2)** The off-duty requirements of Section 9-F-10 shall apply to facilitator training/instructing.

**9-J-1-c-(3)** The Company shall reimburse a facilitator for reasonable and actual expenses for meals, hotels, and ground transportation, if not already provided.

**9-J-1-c-(4)** Days consisting only of travel shall be treated as training/instructing days when no same-day travel exists between the Pilot's Base and the training/instructing location that complies with the training duty limitations and off-duty requirements of this Agreement.

**9-J-2 Scheduling of Line Pilots**

**9-J-2-a** The off-duty requirements of Section 9-F-10 shall apply to Section 9-J training. A Pilot who waives contractual off-duty requirements shall not be permitted to attend a training session that begins earlier than 1000 local time on the same day as a Basic Flight or Global Flight scheduled to operate during the hours of 0230 and 0329 local time.

**9-J-2-b** Walk-in attendees shall not be permitted without Company concurrence.

**9-J-2-c Lineholders**

**9-J-2-c-(1)** The Company shall provide a means for Lineholders to select dates and training locations on a first-come, first-served basis after Monthly Schedule Preferencing is complete. If the requested training would require a schedule repair (including minimum days off), Company concurrence is required and the Company shall repair in accordance with Section 20-F-1. Lineholders whose training request is made within seventy-two (72) hours after the first trip-trading run shall be permitted to attend training that does not conflict with their schedule at any location, subject to availability; however, travel shall not be included as duty. Expenses shall not be paid if incurred as a result of a Pilot's request to attend training at a location other than the Pilot's Base.

**9-J-2-c-(2)** If a Lineholder fails to submit a training request within seventy-two (72) hours after the first trip-trading run, the Company may assign him to training. The Company shall make a reasonable effort to accommodate a Pilot if he requests a different training date than the one assigned.

**9-J-2-c-(3)** A Lineholder who attends training that does not require a schedule repair shall receive five (5) hours of Add Pay per day (including days consisting only of travel in accordance with Section 9-J-3-a). If he calls in sick for training he shall not be paid and shall not be charged sick leave.

**9-J-2-c-(4)** If the training results in a Trip being dropped which is equal to or greater than the number of days of the training event, the Pilot shall be paid the value of the Trip.

**9-J-2-c-(5)** If the training results in a Trip being dropped which is less than the number of days of the training event, the Pilot shall be paid the value of the Trip and receive five (5) hours of Add Pay for the number of days the training event exceeds the dropped Trip.

**9-J-2-c-(6)** In the application of Sections 9-J-2-c-(4) and 9-J-2-c-(5), the Pilot shall not have any obligation to the Company on any Trip days that do not overlap the training assignment.

**9-J-2-d Reserves**

**9-J-2-d-(1)** Reserves shall be assigned training on a reserve day no earlier than seventy-two (72) hours after the first trip-trading run. Once assigned training at his Base, at Pilot request and subject to Company concurrence, the training may be scheduled at a location other than the Pilot's Base. Travel shall not be included as duty. Expenses shall not be paid if incurred as a result of a Pilot's request to attend training at a location other than his Base.

**9-J-2-d-(2)** Reserves who attend training shall receive five (5) hours of pay per day.

**9-J-2-d-(3)** A Reserve who calls in sick for training shall be paid and charged for the missed reserve days.

**9-J-3 Miscellaneous**



**9-J-3-a** If training is not available at a Pilot's Base, he shall be scheduled for additional days for travel, as needed to comply with the training Duty Period limitations of Section 9-F-3 and shall be entitled to hotel accommodations and expenses as provided for in Section 9-E.

**9-J-3-b** When a meal is not provided at a training event at the Pilot's Base that is scheduled for more than four (4) hours, he shall be entitled to expenses as provided for in Section 4-A-1.

**9-J-3-c** Notwithstanding Section 9-D-1, a Pilot shall be provided On-Line positive space transportation between his Base or primary residence and the training location, for the purpose of attending training and any adjoining work periods.

**9-J-3-d** The Company and the Association agree to meet and discuss procedures for training pilots who are:

**9-J-3-d-(1)** unavailable for training during the initial training period; and

**9-J-3-d-(2)** returning from leaves after the training period ends.

**9-J-3-e** Sections 9-E and 9-G-2 shall not apply to training covered under Section 9-J.



## **Section 10 - Moving Expenses**

### **10-A Applicability of this Section and the Pilot Transfer and Moving Handbook**

Unless otherwise provided, Company paid moves identified in this Agreement shall be governed in accordance with this Section 10 and the Pilot Transfer and Moving Handbook (“Handbook”) dated November 8, 2012. In case of any conflict between the Handbook and the Agreement, the Agreement shall govern. No revisions to the Handbook shall be made without agreement with the Association. (Future Handbook editions shall be dated for reference.)

### **10-B Career Move**

In addition to the paid move entitlements identified elsewhere in this Agreement, one (1) time during his career a Pilot shall be entitled to a paid move provided he is not on probation. Moving expenses for a Career Move shall be reimbursed by the Pilot on a pro rata (monthly) basis if, within twenty-four (24) months of the move, the Pilot retires or voluntarily changes his Base.

### **10-C Paid Move Conditions**

**10-C-1** Moving expenses, when provided by this Agreement, shall be available under the following conditions:

**10-C-1-a** The primary residence from which the Pilot moves must be located within the continental United States or within 200 miles of the Pilot’s old Base;

**10-C-1-b** The Pilot moves his primary residence to a location within 200 miles of any airport serving the Base of his most recent vacancy or displacement award;

**10-C-1-c** The move is at least fifty (50) miles closer to the primary airport serving the Base of his most recent vacancy or displacement award than his previous primary residence;

**10-C-1-d** The Pilot has received notice of his activation in the Category which entitled him to the paid move, unless he has requested and received advance permission to move earlier (this would not apply to Career Moves under Section 10-B where no change in Base occurred);

**10-C-1-e** A Pilot should complete his paid move within twelve (12) months of his activation date. If the Pilot is unable to complete his move within this twelve (12) month period, he shall inform the Company of his need for an extension and provide a reason for this request; and

**10-C-1-f** The Pilot has informed the Company of the location from which his household goods will be picked up by completing the appropriate Company form(s). This location must be the Pilot's primary residence, and the Pilot is required to coordinate his move arrangements through the Company. The Company shall not provide reimbursement for expenses incurred with a mover with whom the Pilot has made his own arrangements.

**10-C-2** Transfers To/From Training Center: A Pilot who transfers to the Denver Training Center from DENFO, or to the Houston Training Center from IAHF0, and vice versa, is not considered to have incurred a change in Base. Such Pilot shall not be eligible for

reimbursement of moving expenses as provided in this Agreement based solely on this transfer.

### **10-D Paid Move Commuter Passes**

Except as otherwise provided in this Agreement, a Pilot eligible for a Company paid move shall be provided Commuter Passes as follows:

**10-D-1 Moves Within the Continental US:** For a Pilot whose primary residence is located within the continental United States, he shall be allowed NRPS PS-5 travel between his former Base or On-Line residence and his new Base until such time that he moves his home to the new location, not to exceed six (6) months after the activation date of his awarded Category. In addition, if such Pilot has not moved his home to the new location within six (6) months, he shall be allowed the highest priority NRSA travel until he moves, not to exceed an additional six (6) months. If a Pilot has used this NRPS/NRSA travel entitlement, and he subsequently receives another award which is located at the Base from which his first move entitlement originated, the Company shall continue to provide NRPS/NRSA travel until the Pilot is activated into his subsequently awarded Category.

**10-D-2 Moves From Outside the Continental US:** A Pilot whose primary residence is outside of the continental United States shall be provided with the following:

**10-D-2-a** Commencing on the date of activation in the new Category, a Pilot is entitled to three (3) months of NRPS PS-5 travel to and from the On-Line airport nearest his residence and his Base. The use of these passes must be in connection with travel to and from a work assignment. The Pilot may only book, and the Company shall only authorize, NRPS PS-5 travel under this provision within seven (7) days of the start of his work assignment.

**10-D-2-b** Following the completion of the three (3) month NRPS PS-5 travel period, the Pilot shall then be eligible for nine (9) months of NRSA travel to and from the On-Line airport nearest his residence and his Base. The use of these passes must be in connection with travel to and from a work assignment.

**10-D-2-c** Nothing stated in this Section 10-D-2 shall affect the application of any other provision of the Agreement.

### **10-E Paid Move Travel Days and Expenses**

A Pilot who is exercising his paid move entitlement shall be eligible to receive the following:

**10-E-1** Three (3) travel days (five (5) travel days if transferring to/from a Base outside the continental United States) or, if the Pilot chooses to drive an automobile to his new primary residence, he shall receive the greater of three (3) travel days or the number of travel days equal to the distance between the Pilot's old primary residence and his new primary residence divided by 400 (calculated based on the most direct AAA mileage). Remainders over 100 shall provide an extra travel day.

**10-E-2** Reimbursement of reasonable en route driving expenses (mileage, meals, hotels and laundry) for one (1) en route trip. With the exception of meals (reimbursed up to thirty dollars (\$30) per day per person), these expenses must be supported by receipts. Receipts for en

route expenses must coincide with the travel days the Pilot has requested from the Company. Mileage shall be calculated and reimbursed at the rate of twenty-nine cents (\$0.29) per mile or the rate in accordance with Company policy whichever is greater, for up to two (2) automobiles.

**10-E-3** The option of driving one (1) automobile from his old primary residence or old Base to his new primary residence and shipping a second automobile from his old primary residence or his old Base to his new primary residence.

**10-E-4** In lieu of en route driving expenses, the Pilot has the option of shipping up to two (2) automobiles from his old primary residence or old Base to his new primary residence. If the Pilot ships two (2) automobiles, he is entitled to three (3) travel days only (except that a Pilot transferring to/from a Base outside the continental United States shall receive no less than five (5) travel days).

**10-E-5** The Pilot may take travel days provided for in Section 10-E-1 at his option so long as he informs the Company at least seven (7) days prior to when he intends to take the time. If the requested travel days would result in a Trip(s) drop on New Year's Day, Memorial Day, Easter, Fourth of July, Labor Day, Thanksgiving Day or Christmas or the day on either side of such days, Company concurrence is required. The Pilot's compensation shall not be reduced for travel days taken on previously scheduled work days.

**10-E-6** A Pilot may, at his option, have his travel days included in Monthly Schedule Preferencing provided he informs the Company at least three (3) days prior to Monthly Schedule Preferencing for the Bid Period in which he intends to take his travel days. Travel days included in Monthly Schedule Preferencing shall have a pay value of five (5) hours per day. A Pilot whose travel days were included in Monthly Schedule Preferencing shall not have his minimum days off prorated due to such travel days.

**10-E-7** A Pilot using travel days shall not be required to use vacation days if the number of travel days is insufficient to completely cover all dropped flying. If the Company could reasonably deadhead the Pilot to work a portion of a Trip not covered by travel days, he may, with Company concurrence, use vacation days and opt out of working this partial Trip.

**10-F Paid Move Miscellaneous Allowance**

In order to reimburse employees, who are eligible for a Company paid move, for miscellaneous expenses not otherwise covered by the provisions of this Section 10, an allowance of up to \$3,000.00 shall be available, subject to submission of evidence of actual expenditure.

**10-G Transfer Days and Expenses**

Any Pilot whose Base has changed and is either (1) not eligible for a paid move or (2) eligible for a paid move but chooses not to move his household goods from his primary residence, shall be entitled to the following:

**10-G-1** Three (3) transfer days (five (5) transfer days if transferring to/from a Base outside the continental United States) to be used after the award triggering the Base change, but not later than ninety (90) days after activation. However, if the Pilot chooses to drive one (1) automobile, he shall receive the greater of three (3) transfer days or the number of transfer

days equal to the distance between the Pilot's old Base and his new Base divided by 400 (calculated based on the most direct AAA mileage). Remainders over 100 shall provide an extra transfer day.

**10-G-2** Reimbursement of reasonable en route driving expenses for mileage, meals (not to exceed thirty dollars (\$30) per day per person), hotel and laundry. With the exception of meals, these expenses must be supported by receipts. Receipts for en route expenses must coincide with the transfer days the Pilot has requested from the Company. Mileage shall be calculated based on the most direct AAA mileage between the Pilot's old Base and his new Base, and reimbursed at the rate of twenty-nine cents (\$0.29) per mile or rate in accordance with Company policy, whichever is greater.

**10-G-3** For the Pilot who does not choose to drive an automobile, the Company shall ship one (1) automobile to the Pilot's new Base from his primary residence or old Base. Shipment of an automobile shall not be available if the mileage between the Pilot's old Base and his new Base is less than 500 miles.

**10-G-4** Transfer days shall be included in Monthly Schedule Preferencing and shall have a pay value of five (5) hours for each transfer day. As long as the Pilot complies with the time limit in Section 10-G-1, the Pilot may take transfer days at his option provided he informs the Company at least three (3) days prior to Monthly Schedule Preferencing for the Bid Period in which he intends to take his transfer days. A Pilot shall not be permitted to schedule his transfer days on New Year's Day, Memorial Day, Easter, Fourth of July, Labor Day, Thanksgiving Day or Christmas or the day on either side of such days, without Company concurrence. A Pilot with transfer days shall not have his minimum days off prorated due to his transfer days.

**10-G-5** For new hire pilots and any pilots returning from furlough, the transfer day entitlement shall be determined based on the distance between the respective training center and the Base to which the Pilot is assigned pursuant to the method in Section 10-G-1. If a Pilot is trained at more than one training facility, the location of the facility at which the final training or checking event occurred shall be used for purposes of this Section 10-G-5. However, in no case shall such pilots receive less than three (3) transfer days (five (5) transfer days if assigned outside the continental United States) regardless of the training location or assigned Base.

## **10-H Relocation Passes**

Any Pilot whose Base has changed as a result of the application of this Agreement (with or without a related Company paid move entitlement) and who actually relocates his primary residence as a result of that Base change, shall receive On-Line NRPS travel for himself and his immediate family, from the point of his old primary residence (or nearest On-Line city) to the new Base. Such travel shall be available for the purpose of locating the Pilot and his family at his new residence. This travel shall also be available:

**10-H-1** to a new hire Pilot in order to locate at his first assigned Base; and

**10-H-2** to a Pilot upon recall from furlough to locate at the Base to which he is being returned, regardless of whether he is or is not returned to the Base from which he was furloughed.

## **10-I Overlapping Entitlements**

**10-I-1** Should a Pilot receive a subsequent paid move entitlement prior to his using an earlier entitlement, he shall be entitled only to one (1) Company paid move.

**10-I-2** Notwithstanding the provisions of Section 10-I-1, should a Pilot receive another vacancy or displacement award which is located at the Base from which his first entitlement originated, prior to using the entitlement associated with that first award, he shall receive no new paid move entitlement and shall also forfeit the first entitlement.

Example: A Pilot who has an unused entitlement between ORD and DEN would receive no new entitlement if he received an award back to ORD and was activated before the expiration of the paid move entitlement period associated with the original ORD-DEN entitlement. Under these circumstances, the initial ORD to DEN entitlement would also expire.

**10-I-3** A Pilot entitled to a Company paid move shall not forfeit that paid move entitlement if, prior to completing the move, he is awarded a vacancy to another position in the same Base associated with that paid move entitlement.

Example: A DEN based A320 First Officer is entitled to a Company paid move to ORD as a 767 First Officer. Prior to completing the move from DEN to ORD, the Pilot is awarded a vacancy to a 777 First Officer position in ORD. This Pilot shall not forfeit the initial paid move entitlement.

## **10-J Mileage Reimbursement**

**10-J-1** Except as otherwise provided in Sections 10-G-1 and 10-G-2 (for Transfer Days), the Company shall calculate mileage reimbursement based on the most direct AAA mileage from the Pilot's primary residence, to his new primary residence, plus garage storage expenses while in transit.

**10-J-2** A Pilot is eligible for mileage reimbursement as provided in Section 10-E (Travel Days) and Section 10-G (Transfer Days) only if he owned the automobile(s) on the date of activation at the new Base.

## **10-K General**

**10-K-1** Except as otherwise provided in this Agreement, Pilots who have transferred to/from a Base outside the continental United States, and who have had their cars shipped by the Company shall be reimbursed for the cost of a rental car until their own car(s) arrive.

**10-K-2** A Pilot shall be considered to have exercised a paid move entitlement by using NRPS/NRSA commuting tickets pursuant to Section 10-D; making arrangements with a mover; and/or requesting reimbursement for mortgage maintenance costs, lease termination costs, temporary living expenses or other covered miscellaneous expenses associated with the move. A Pilot's use of authorized travel for the purpose of house hunting alone shall not be considered an exercise of a paid move.

**10-K-3** In the event a Pilot incurs and is reimbursed for expenses associated with house hunting and he subsequently does not take his paid move entitlement, he shall not be required to repay the Company for any expense money received.

**10-K-4** Pilots entitled to Travel expenses under Section 10-E or Transfer expenses under Section 10-G shall be allowed to ship household effects via NRSA freight.

**10-K-5** New hire Pilots may ship up to 2000 pounds via NRSA freight.

**10-K-6** The Company shall provide a federal income tax liability reimbursement as a result of the Company paid transfer and moving expense. At the end of each year, the Pilot shall be provided a copy of Federal Form #4782 listing all transfer and moving expenses paid to or on the Pilot's behalf. In addition, the Company shall provide a listing of the breakdown between deductible and non-deductible expenses, showing the calculation of the tax override on the non-deductible portion.



## Section 11 - Vacations

### 11-A Vacation Accrual

**11-A-1** A Vacation Year begins on the first day of the May Bid Period and ends on the last day of the April Bid Period.

**11-A-2** New hire Pilots shall accrue one and one-sixth (1 1/6) days of vacation for each full Bid Period of continuous employment with the Company during the remainder of the Vacation Year after the date of their initial employment, provided that the first vacation for Pilots initially employed on or after the first day of the May Bid Period of any year shall not be due until the next Vacation Year.

**11-A-3** After the provisions of Section 11-A-2 have been complied with, Pilots shall accrue vacation in accordance with the following schedule:

Completed Years of Service Prior to 1st Day of Vacation Year	Accrued Vacation Days
1 to 4	14
5 to 10	21
11 to 24	35
25 +	42

**11-A-4** Except as provided in Section 12 and in the case of work-related illness or injury, a Pilot on a leave of absence for a full Bid Period shall have his vacation accrual reduced by one-twelfth (1/12) for such full Bid Period.

### 11-B Pay Out at Time of Separation

Except as provided in Section 11-H-2, any Pilot who leaves the service of the Company shall be paid for all unused vacation accrued in the preceding Vacation Year as of the date of separation of employment. In addition, any Pilot having a full year or more of service with the Company at the time of leaving the Company's service shall be paid for all accrued vacation in the current Vacation Year up to the end of the Bid Period preceding the separation provided:

**11-B-1** He gives the Company at least ten (10) calendar days' notice of intent to resign, and

**11-B-2** He is not discharged for just cause.

### 11-C Vacation Pay Value

Each vacation day shall have a pay value of three and one-quarter (3.25) hours.

**11-D Vacation Awarding**

**11-D-1** The “Maximum Vacation Days” for a Pilot is his accrued vacation plus any vacation credit days granted in accordance with this Agreement, minus any vacation borrowed in accordance with Section 11-G.

**11-D-2** Maximum Vacation Days shall be rounded to the nearest whole day (e.g. 3.4 = 3; 3.5 = 4; 3.6 = 4).

**11-D-3** A “Vacation Period” is a consecutive block of vacation days that are bid and/or awarded.

**11-D-3-a** A Pilot with an Annual Vacation Election of thirteen (13) or less vacation days shall be allowed one (1) Vacation Period.

**11-D-3-b** A Pilot with an Annual Vacation Election of fourteen (14) or more vacation days shall be allowed multiple Vacation Periods provided:

**11-D-3-b-(1)** No Vacation Period shall be less than seven (7) days

**11-D-3-b-(2)** All Vacation Periods shall be a multiple of seven (7) days (e.g. 7, 14, 21) unless the Pilot is bidding all remaining vacation days.

**11-E Annual Vacation**

**11-E-1** A Pilot shall bid for annual vacation in the Category he is projected to hold in the May Bid Period. Annual vacation shall be awarded in seniority order within each Category.

**11-E-2 Annual Vacation Election**

**11-E-2-a** Prior to the close of the Primary bid cycle, a Pilot shall declare the number of vacation days he elects to bid during the annual vacation bid. This is known as the Pilot’s “Annual Vacation Election,” which shall not be less than the Minimum Annual Vacation Election as set forth in the chart directly below, unless that number is greater than the Pilot’s Maximum Vacation Days.

Completed Years of Service Prior to 1st Day of Vacation Year	Minimum Annual Vacation Election
1 to 4	14
5 to 10	14
11 to 24	21
25+	21

**11-E-2-b** Unless the Pilot’s Annual Vacation Election equals his Maximum Vacation Days, his Annual Vacation Election shall be in multiples of seven (7) days. Should the Pilot fail to make such a declaration, his Annual Vacation Election shall default to his Maximum Vacation Days.

**11-E-2-c** A Pilot who will reach the FAA Mandatory Retirement Age in the upcoming Vacation Year shall have his Minimum Annual Vacation Election determined as follows:

**11-E-2-c-(1)** Zero (0) days if retiring in the May Bid Period; or

**11-E-2-c-(2)** The lesser of: 1) the Pilot’s Maximum Vacation Days or 2) seven (7) days if retiring in the June – August Bid Periods; fourteen (14) days if retiring in the September – December Bid Periods; twenty-one (21) days if retiring in the January – April Bid Periods; and

**11-E-2-c-(3)** Such Pilot shall not be awarded annual vacation past his retirement date, even if this restriction means he is awarded an amount of vacation days less than his Minimum Annual Vacation Election, including zero (0) vacation days.

**11-E-3** The Annual Vacation Bid and Award Process

**11-E-3-a** Annual vacation shall be bid and awarded in three (3) cycles (i.e., Primary, Secondary, and Tertiary). Each cycle must be open for bidding at least seven (7) consecutive days. A Pilot shall be entitled to be awarded up to two (2) Vacation Periods in the Primary cycle. No Pilot shall be awarded more than three (3) cumulative Vacation Periods in the Primary and Secondary cycles. All remaining days in the Pilot’s Annual Vacation Election shall be awarded in the Tertiary cycle.

**11-E-3-b** The Company may elect to change the dates in the chart below, but shall notify the SSC of any such changes. The Tertiary cycle must be awarded no later than March 23, unless otherwise agreed by the SSC.

Bid Cycle	Bid Open	Bid Close	Bid Award
<b>Primary</b>	February 5	February 25	March 1
<b>Secondary</b>	March 2	March 11	March 14
<b>Tertiary</b>	March 15	March 21	March 23

**11-E-3-c** Vacation Weeks are the seven (7) day periods offered in the annual vacation bid and award process, and shall be numbered 1 through 52. Vacation Week 1 shall begin on the first day of the May Bid Period and Vacation Week 52 shall end on the last day of the April Bid Period. When the Vacation Year is 365 days, the 169th day shall not be used when constructing Vacation Weeks. When the Vacation Year is 366 days, the 169th and the 295th days of the Vacation Year shall not be used when constructing Vacation Weeks.

**11-E-3-d** For each Category, the minimum amount of vacation to be allocated for the Primary cycle shall be calculated as follows:

**11-E-3-d-(1)** Divide the aggregated Annual Vacation Election of all Pilots in the Category by seven (7), using normal rounding. For example, an aggregated Annual Vacation Election of 4483 divided by seven (7) equals 640.428 and rounds to 640.

**11-E-3-d-(2)** At least six percent (6%) of the result from Section 11-E-3-d-(1), using normal rounding, must be allocated to each Bid Period across Vacation Weeks with a starting date in that Bid Period. In the example above, there are 640 Vacation Weeks so each Bid Period must have thirty-eight (38) Vacation Weeks (6% x 640 equals 38.4 rounded to 38). Each Vacation Week must have at least one (1) slot available for award.

**11-E-3-e** For the Secondary and/or Tertiary vacation bidding cycles, the Company may increase or decrease the allocation to any Vacation Week provided:

**11-E-3-e-(1)** The allocation of any Vacation Week cannot be increased if that increase would result in an out-of-seniority vacation award, and

**11-E-3-e-(2)** The total allocation of any Vacation Week shall not be decreased below the minimum requirement set forth in Section 11-E-3-d-(2).

**11-E-3-f** Each Vacation Period awarded shall reduce the allocation by a whole number of Vacation Weeks for each Vacation Week that is touched. For example, if Vacation Week 1 is May 1 - 7 and Vacation Week 2 is May 8 - 14 and the Pilot is awarded vacation for May 1-8, the allocation of Week 1 and Week 2 shall each be reduced by one (1).

**11-E-3-g** Prior to the opening of the Secondary and Tertiary vacation bidding cycles the Company shall publish by Category the number of Vacation Weeks available for bidding for that cycle.

**11-E-4 Monthly Vacation Bid and Award Process**

**11-E-4-a** A Pilot may bid and be awarded monthly vacation (monthly vacation is bid and awarded on a Bid Period basis) based on his seniority in his Category as shown on the most recent staffing report. However, the Company shall not award a vacation that would conflict with any previously assigned Trip or activity.

**11-E-4-b** A Pilot with OE blocker days is not eligible to be awarded monthly vacation for that Bid Period. However, on a Category basis, the Company may waive this eligibility restriction for Pilots who do not require consolidation, except that a vacation award that would conflict with OE blocker days shall be denied. In addition, if consolidation is required, a Pilot is not eligible to be awarded monthly vacation in either of the next two (2) Bid Periods following the Bid Period in which the Pilot is scheduled to complete training.

**11-E-4-c** During the Vacation Year the Company must offer monthly vacation days for each Category equal to at least half of the Maximum Vacation Days that remained un-awarded after the annual vacation bid and award process.

**11-F Changing or Canceling Awarded Vacation**

**11-F-1 Vacation Slides**

A Pilot who has an annual vacation award may elect to slide his entire vacation award up to three (3) days earlier than the starting date or up to three (3) days later than the ending date of that Vacation Week in accordance with the following:

**11-F-1-a** A Pilot may not slide his vacation into a Holiday or into a conflict with any Trip or activity.

**11-F-1-b** The Pilot must make the election to slide no later than one (1) week prior to the date the monthly vacation bid opens for available Vacation Weeks in the same Bid Period as the annual vacation award to be slid. However, a Pilot with a May annual vacation award shall be entitled to slide such award provided he makes his election no later than one (1) week prior to the opening of Monthly Scheduling Preferencing for May.

**11-F-2** A Pilot may bid to trade his annual vacation award with an available period during the monthly vacation and bid award process.

**11-F-3** Except as provided in Sections 11-F-4 and 11-F-5, a vacation award may only be changed with Pilot concurrence.

**11-F-4** A Pilot with a vacation award that conflicts with upgrade, transition, or requalification training shall have the vacation cancelled in order to attend such training.

**11-F-5** If a Pilot is activated in a Category that is other than the Category in which he was awarded annual or monthly vacation, the Company may cancel vacation that is scheduled to occur after the activation date.

**11-F-6** Notwithstanding Section 11-F-5, a Pilot who was involuntarily displaced may retain vacation scheduled to occur after the activation date under the following conditions:

**11-F-6-a** If the Pilot does not require training and he notifies the Company of his desire to retain such vacation.

**11-F-6-b** If the Pilot requires training and he notifies the Company of his desire to retain such vacation, provided further that the vacation start date does not fall between the start of scheduled training and the end of:

**11-F-6-b-(1)** the next two (2) Bid Periods following the Bid Period in which the Pilot is scheduled to complete his training, if consolidation is required; or

**11-F-6-b-(2)** OE blocker days, if consolidation is not required; or

**11-F-6-b-(3)** scheduled training, if the Pilot does not have OE blocker days.

**11-F-7** Voluntary Cancellation of Vacation

On a Category basis, the Company may offer and individual Pilots may voluntarily accept, the cancellation of an annual vacation award. Voluntary cancellations shall be granted in seniority order. However, the Company shall not grant the voluntary cancellation of any Pilot's annual vacation award if the number of days to be cancelled when subtracted from the number of vacation days he was awarded during the annual vacation award process yields a number less than the Minimum Annual Vacation Election as set forth in Section 11-E-2-a.

**11-F-8** Unless otherwise provided in this Agreement, vacation canceled pursuant to the provisions under Section 11-F shall be available for the Pilot to bid in monthly vacation bidding and awarding. Any canceled vacation days that remain un-awarded at the end of the Vacation Year, shall be treated in accordance with Section 11-H.

**11-G Vacation Trip Drop**

**11-G-1** At the discretion of the Company, based upon its evaluation of available manpower, a Pilot may be allowed to drop a Trip(s) with pay and reduce his available vacation from his next vacation year's accrual. Next vacation year's accrual is that vacation earned in the current vacation year to be taken in the following vacation year; except that Trips dropped in the February through April Bid Periods shall be reduced from vacation earned in the following Vacation Year.

**11-G-2** Such Trip drop shall be requested and administered in the same manner as Absent No Pay. The decision to use vacation days for the Trip drop must be made by the Pilot at the time the request is granted.

**11-G-3** A Pilot assigned to a Line of Flying shall receive pay equal to the pay value of the Trip dropped. A Reserve shall receive five (5) hours of pay for each reserve duty day dropped.

**11-G-3-a** For Lineholders, vacation days used shall correspond to hours of pay for the Trip dropped, not to the number of days within the Trip dropped. For example, a Trip with a pay value of thirteen (13) hours would require the use of four (4) vacation days (each with a pay value of three and one-quarter (3.25) hours) to cover the thirteen (13) pay value ( $4 \times 3.25 = 13.0$ ).

**11-G-3-b** For Reserves, vacation days used shall correspond to the total pay value of the reserve days dropped as set for in Section 11-G-3, not to the number of reserve days dropped. For example, a Reserve drops three (3) reserve availability days with a pay value of five (5) hours per day for a total pay value of fifteen (15) hours. This would require the use of 4.62 vacation days (each with a pay value of three and one-quarter (3.25) hours) to cover the pay value of fifteen (15) hours ( $4.62 \times 3.25 = 15.0$ ).

**11-G-4** Lineholder requests shall be considered within the Trip Trading process; however, it is recognized that, because of better ability to forecast on a short-range basis, as well as changing requirements, later requests may be granted after earlier requests were denied. Reserve requests shall be considered on a first-come-first-serve basis.

**11-G-5** A vacation drop(s) may be allowed which exceeds the Pilot's vacation accrual as of the time of the drop; however, should the Pilot later leave the Company before earning enough vacation to cover this drop(s), the value of the drop(s) shall be deducted from his last paycheck and/or from other monies owed the Pilot by the Company.

**11-H Vacation Forfeiture**

**11-H-1** Any vacation days that remain un-awarded at the end of the Vacation Year shall be forfeited. As soon as possible, but no later than June 16th following the Vacation Year, the Company shall make a contribution in accordance with Sections 22-A-1-j and 24-G-4 for any Pilot who has forfeited vacation. The amount of the contribution shall equal the number of forfeited vacation days (up to a maximum of twenty-one (21) days) multiplied by three and one-quarter (3.25) hours, multiplied by the Pilot's hourly rate of pay as of the end of the Vacation Year. Any unused vacation in excess of twenty-one (21) days shall be paid out as regular earnings in the Pilot's paycheck.

**11-H-2** When a Pilot reaches the FAA Mandatory Retirement Age, the Company shall make a contribution in accordance with Sections 22-A-1-j and 24-G-4 for up to a maximum of twenty-one (21) unused vacation days. The amount of the contribution shall equal the number of unused vacation days multiplied by three and one-quarter (3.25) hours, multiplied by the Pilot's hourly rate of pay as of his retirement date. Any unused vacation in excess of twenty-one (21) days shall be paid out as regular earnings in the retiring Pilot's final paycheck.





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## **Section 12 - Leaves of Absence**

### **12-A Personal Leave (“PLA”)**

**12-A-1** When the requirements of the service permit, a Pilot may be granted a personal leave of absence up to a maximum of five (5) years for any reason deemed adequate by the Company.

**12-A-2** Longevity shall cease to accrue after the first thirty-six (36) months of continuous personal leave.

### **12-B Medical Leave (“MLA”)**

**12-B-1** A Pilot may remain on medical leave of absence for up to seventy-two (72) months. He shall only continue to accrue longevity for the first thirty-six (36) months of continuous medical leave of absence.

**12-B-2** A Pilot who is unable to return to Active status at the conclusion of seventy-two (72) months on medical leave of absence shall be removed from the Seniority List, except as provided in Section 6-D-2.

### **12-C Company Offered Leaves of Absence (“COLA”)**

**12-C-1** Nothing herein shall prevent the Company from offering COLAs to Pilots within a Category. The number, location and duration of such COLAs shall be at the Company’s discretion. COLA awards and COLA extensions shall be granted in seniority order within the Category.

#### **12-C-2 Furlough Avoidance COLAs**

**12-C-2-a** Furlough Avoidance COLAs offered as provided in Section 7 shall be offered and granted in system seniority order, without regard to Category.

**12-C-2-b** Furlough Avoidance COLAs may be offered before, after, or simultaneously with an offer of voluntary furlough. If offered sequentially, the Company shall offer both a COLA and a voluntary furlough, if necessary, until full subscription is reached or until there are no more Pilot volunteers, whichever occurs first. If such COLAs and voluntary furloughs are offered simultaneously, Pilots may elect either option.

### **12-D Military Leave (“MLOA”)**

**12-D-1** Unless required by law, a Pilot may not exceed six (6) consecutive years of military leave. This six (6) year limit shall not commence until all furloughed Pilots are offered recall.

**12-D-2** Notwithstanding Section 11-A-4, a Pilot shall accrue vacation for the first ninety (90) consecutive days of military leave. Thereafter, he shall have his vacation accrual reduced by one-twelfth (1/12) for each full Bid Period he is on a military leave of absence in excess of ninety (90) days.

#### **12-D-3 Return from Military Leave**

Notwithstanding the requirements of Section 8-E-6-f and Section 12-H, the following shall apply to a Pilot who returns from a military leave of absence:

**12-D-3-a** If a Pilot was displaced pursuant to Section 8 while on military leave, when he returns to Active Service with the Company, in addition to the option in Section 12-D-3-b, he shall be permitted to displace to any Category that his seniority entitles him.

**12-D-3-b** A Pilot returning to Active Service with the Company shall be eligible to be awarded a position in any Category as follows:

**12-D-3-b-(1)** The Pilot shall make his request no later than ten (10) days after first notifying the Company of his intention to return to work or the date he is scheduled to report for training, whichever is first;

**12-D-3-b-(2)** The Category to be awarded is one in which the Pilot's seniority would have entitled him to fill during the vacancy bidding process while he was on military leave; and

**12-D-3-b-(3)** The returning Pilot shall have any training freeze associated with such vacancy commence on the date that the vacancy was awarded to a junior Pilot.

## **12-E Family & Medical Leave ("FMLA")**

In accordance with the Family and Medical Leave Act ("the Statute") except as specifically modified herein, an FMLA shall be available to eligible Pilots as follows:

**12-E-1** The Pilot shall request FMLA in writing or electronically in accordance with Company policy.

**12-E-2** Family members for purposes of FMLA are:

**12-E-2-a** Spouse, as recognized in the Pilot's state of residence or "Domestic Partner" as defined in Section 24-A-7;

**12-E-2-b** Parent, including a biological parent or a person who raised the Pilot as a child; or

**12-E-2-c** Son or daughter, including biological, adopted, foster, or stepchild, or other minor (under eighteen (18) years of age) for whom the Pilot is a primary care giver, or such person over age eighteen (18) if that person is incapable of self-care due to a physical or mental disability.

**12-E-3** Pilots may take FMLA for the following purposes:

**12-E-3-a** Recovery/rehabilitation from a serious health condition (one which requires in-patient or continuing treatment);

**12-E-3-b** To care for a family member with a serious health condition;

**12-E-3-c** Birth of a child; or

**12-E-3-d** Placement of a child with the Pilot for adoption or foster care.

**12-E-4** Duration

Pilots shall be entitled to a maximum of (90) days of FMLA in any rolling twelve (12) month period. A rolling twelve (12) month period is determined by counting backwards twelve (12) full months from the first day of any FMLA.

#### **12-E-5 Required Documentation**

**12-E-5-a** The Company may require sufficient medical documentation prior to granting FMLA in cases where leave is based on the Pilot's or his family member's serious health condition. The Company may also request periodic evidence of continuing eligibility, but no more frequently than once every two (2) months.

**12-E-5-b** A Pilot shall be afforded fifteen (15) days from receipt of such request to provide the necessary documentation.

#### **12-E-6 Extensions of FMLA**

**12-E-6-a** For events other than the birth or adoption of a child covered in Section 12-F (Maternity/Parental Leave of Absence), a Pilot is entitled to extend a FMLA up to six (6) consecutive months. The FMLA may thereafter be extended for an additional three (3) months on a month-to-month basis with Company approval.

**12-E-6-b** A Pilot shall not be entitled to the benefits of the Statute during extension(s) of FMLA, but shall be entitled to the benefits provided by Section 12-E.

#### **12-E-7 Intermittent FMLA**

A Pilot using FMLA to recover from a serious health condition or to care for a family member who has a serious health condition may take the FMLA on an "intermittent" basis as defined in the Statute, in accordance with Section 12-E-8 if the treating medical care provider certifies the necessity for so doing.

#### **12-E-8 Tracking FMLA**

**12-E-8-a** For purposes of tracking FMLA usage the ninety (90) day maximum entitlement described above shall be converted to a 250 hour FMLA bank (based on eighty-three and thirty-three one hundredths (83.33) hours per Bid Period).

**12-E-8-a-(1)** For purposes of tracking intermittent leave, a Pilot shall be charged the actual time missed or four hours and nine minutes (4:09) for each day or portion of a day missed, whichever is less.

**12-E-8-a-(2)** For purposes of tracking non-intermittent leave, each day used shall reduce the available bank by two hours and forty-seven minutes (2:47).

#### **12-E-9 FMLA General**

**12-E-9-a** A Pilot must provide advance notice when practicable. Thirty (30) days advance notice is required for leaves which are reasonably foreseeable, such as the birth of a child, or for planned medical treatment.

**12-E-9-b** Should the Statute be amended, any amendments shall be incorporated herein, and the parties shall promptly meet and agree on the nature and extent of any such changes required to this Section 12.

**12-E-9-c** FMLA is unpaid except that:

**12-E-9-c-(1)** A Pilot suffering from a serious health condition, a pregnant Pilot, or a Pilot giving birth may use paid sick leave prior to using FMLA.

**12-E-9-c-(2)** Prior to beginning FMLA, a Pilot may use remaining vacation that was accrued for use in the current year.

**12-E-9-c-(3)** In addition to the entitlement in Section 12-E-9-c-(2), when a Pilot takes FMLA for the birth or adoption of a child, the Pilot may use current year's vacation or next year's vacation to cover the absence in accordance with Section 11-G.

**12-E-9-d** FMLA shall not be considered in any assessment of a Pilot's reliability.

**12-E-9-e** FMLA shall not be canceled without Pilot concurrence.

**12-E-9-f** If a Pilot is working a Trip and it becomes necessary for him to return home to begin the planned FMLA leave for the birth or adoption of a child, he shall be provided NRPS travel to his home.

## **12-F Maternity/Parental Leave of Absence ("MPLA")**

**12-F-1** When her medical condition requires, a pregnant Pilot shall be entitled to an MPLA of up to the greater of ninety (90) days or the length of time medically required, such leave to be inclusive of any FMLA entitlement pursuant to Section 12-E. At the conclusion of this MPLA, she may extend her leave by as much as nine (9) months. In addition she may take her leaves (one of which may be for reasons not related to her medical condition; e.g., visiting Grandparents) in non-consecutive blocks, as long as they are completed within one (1) year of the birth.

**12-F-2** A Pilot who does not fall under Section 12-F-1 shall be entitled to a MPLA of up to ninety (90) days, inclusive of any FMLA entitlement, pursuant to Section 12-E in conjunction with the birth or adoption of a child. At the time he/she takes his/her leave, the Pilot may extend his/her leave by as much as nine (9) months, but such leave must be taken as a single block of time, and must be completed within one (1) year of the birth or placement.

**12-F-3** In both cases above in Sections 12-F-1 and 12-F-2, the MPLA may thereafter be extended for an additional three (3) months on a month-to-month basis with Company approval.

**12-F-4** A Pilot who is pregnant may elect to exhaust paid sick leave prior to using MPLA entitlements.

**12-F-5** A Pilot may elect to exhaust unused vacation remaining available in the current year prior to beginning MPLA.

## **12-G Emergency Leave of Absence ("ELA")**

**12-G-1** An ELA for an illness (life threatening or otherwise), injury or death of an immediate family member (as defined in Section 12-G-3) or ELAs for the death or life-threatening illness of relatives other than the Pilot's immediate family members shall be granted for up to ninety (90) days without pay at the request of the Pilot.

**12-G-2** ELA extensions in excess of ninety (90) days in any twelve (12) month period may be granted at the discretion of the Company. ELAs may be counted for purposes of FMLA when applicable.

**12-G-3** Immediate family members for purposes of an ELA include: spouse, child, mother, father, brother, sister, grandparent, grandchildren, parent-in-law, Domestic Partner and wholly dependent relatives residing in the employee's home (including stepchildren and stepparents).

## **12-H Return From Leave**

**12-H-1** A Pilot returning from leave is responsible for contacting the Company to establish return to work processing requirements. Company services required to fulfill administrative processing requirements shall be made available to a Pilot without delay, and the Pilot shall take the necessary actions to satisfy those requirements, including initiating background checks. A Pilot may initiate these processing requirements prior to providing return notice.

**12-H-2** A Pilot returning from an unpaid leave who requires training and/or administrative processing (e.g. obtaining FAA medical certificate, DOT drug testing, finger printing, etc.) may return to active pay status pursuant to either Section 12-H-2-a or Section 12-H-2-b. A Pilot may change from Section 12-H-2-b to Section 12-H-2-a once after providing his return notice to the Company.

**12-H-2-a** When he has fully complied with all administrative processing requirements necessary to commence flight training, he may notify the Company that he is immediately available for training, and:

**12-H-2-a-(1)** Upon such notification, he shall immediately begin to accrue MPG in accordance with the provisions of Section 3-C-1-a-(1).

**12-H-2-a-(2)** If thirty (30) days after his notification the Pilot has not begun training due to the Company not making training available, he shall be paid two and eight-tenths (2.8) hours per day from the thirty-first (31<sup>st</sup>) day until the day he begins training.

**12-H-2-a-(3)** Effective on the later of thirty-one (31) days after such notification provided in Section 12-H-2-b or the date he is available for training, a Pilot who has changed from option Section 12-H-2-b to Section 12-H-2-a shall be paid two and eight-tenths (2.8) hours per day.

**12-H-2-b** Prior to complying with all administrative processing requirements, he may give the Company notice of at least thirty (30) days prior to the date he is available to begin training, and:

**12-H-2-b-(1)** He shall be paid two and eight-tenths (2.8) hours per day beginning the later of thirty-one (31) days after such notification or the date he is available for training.

**12-H-2-b-(2)** He shall not be required to attend training prior to his declared date of availability.

**12-H-2-b-(3)** He shall be allowed to participate in Monthly Schedule Preferencing for any days not pre-loaded with an absence or activity. For example: A Pilot provides a thirty (30) day notice on November 5th. Because this is prior to the close of Monthly Schedule Preferencing for the December Bid Period, his calendar would be pre-loaded with an unpaid absence for December first (1<sup>st</sup>) through fourth (4<sup>th</sup>) and thereafter pre-loaded with training as necessary for the purposes of preferencing his December schedule.

**12-H-3** The return from unpaid leave provisions in Section 12-H-2 shall not apply to a Pilot returning from an MLOA.

**12-H-4** A Pilot receiving LTD benefits shall notify the Chief Pilot's Office within three (3) Business Days of regaining the required medical certification. A Pilot shall continue to receive LTD benefits until the earlier of:

**12-H-4-a** the date the Pilot commences training; or

**12-H-4-b** fifteen (15) days following the date the Pilot regained the required medical certification at which time the Pilot shall be placed in paid status at two and eight-tenths (2.8) hours pay per day for his bid position.

**12-H-5** Except as otherwise provided in Section 12-D-3 (MLOA), a Pilot returning from an authorized leave of absence shall return to the Category he held prior to the beginning of such leave unless he has received a vacancy or displacement award during such leave of absence. If he has, he shall return to the Category resulting from such award. In addition, the period(s) of absence shall not apply to the time limits prescribed in Section 8-E.

## **12-I Leaves of Absence General**

**12-I-1** Except as otherwise provided in Sections 12-A-2 (PLA) and 12-B-2 (MLA), a Pilot shall accrue longevity while on a leave of absence.

**12-I-2** The Company shall allow access to CCS, or its equivalent, to Pilots on a leave of absence in order to allow them to update their address, access employee reservations, update their standing system staffing bid, and input vacancy, displacement and vacation bids.

**12-I-3** Except as otherwise provided in Sections 12-E-9-c-(1) and 12-F-4, sick leave with pay shall not be granted while a Pilot is on a leave of absence.

**12-I-4** Any dispute arising under this Section 12 concerning the physical fitness of a Pilot shall be settled in accordance with Section 14.

## **12-J Benefits While On Leave**

Benefits provided while on a leave of absence shall be governed as shown in the chart below.

**Leaves of Absence Benefits Chart**

Leave Type	Medical/ Dental/ Vision	Basic Life	Voluntary Life	Personal Accident	Voluntary Personal Accident	LTD
<b>Personal (PLA)</b>	YES Full premium cost for duration of PLA	YES 180 days only - at Pilot's expense	YES At Pilot's expense	NO	YES At Pilot's expense	YES 100% cost
<b>Furlough (FLA)</b>	YES Active rates for 90 days, then COBRA	YES 90 days only	YES At Pilot's expense	YES 90 days only	YES At Pilot's expense	NO
<b>Maternity/ Parental (MPLA)</b>	YES Active rates for duration of MPLA	YES 180 days only - at Pilot's expense	YES At Pilot's expense	YES At Pilot's expense	YES At Pilot's expense	YES Pilot's cost share for 6 months, then 100% cost
<b>Medical (MLA)</b>	YES Active rates for 36 months, then COBRA	YES At Pilot's expense at conversion rate	YES At Pilot's expense	YES At Pilot's expense	YES At Pilot's expense	YES Pilot's cost share for 6 months; then 100% cost
<b>Military (MLOA)</b>	YES Active rates for 36 months, then full premium cost for duration of MLOA	YES 90 days, then at Pilot's expense	YES At Pilot's expense	YES 90 days, then at Pilot's expense	YES At Pilot's expense	YES Pilot's cost share for 6 months; then 100% cost
<b>COLA</b>	YES Full premium cost for duration of COLA	YES 180 days only - at Pilot's expense	YES At Pilot's expense	YES At Pilot's expense	YES At Pilot's expense	YES 100% cost
<b>COLA (furlough)</b>	YES Active rates for duration of COLA	YES 180 days only - at Pilot's expense	YES At Pilot's expense	YES At Pilot's expense	YES At Pilot's expense	YES 100% cost
<b>LTD</b>	YES Active rates for duration of LTD	YES	YES Reimbursement/ waiver of premium: §24-I-7-a	YES	YES At Pilot's expense	YES Premium waived *
<b>Emergency (ELA)</b>	YES COBRA	YES At Pilot's expense at conversion rate	YES At Pilot's expense	YES At Pilot's expense	YES At Pilot's expense	YES 100% cost

-All benefits continue at active rates through the end of the month in which the leave begins.

-Full premium cost is COBRA rate without the administrative load of 2%.

\*Premium waived upon application for LTD benefits subject to LTD Plan Document (Article 6.3).





## Section 13 - Sick Leave

### 13-A Accrual, Restoration and Pay

#### 13-A-1 Sick Leave Accrual

Except as provided in Sections 13-A-1-a and 13-A-1-b, for each Bid Period of Active Employment, five (5) hours of sick leave shall be deposited into a Pilot's sick leave bank up to a maximum of 1300 hours.

##### 13-A-1-a Rapid Accrual

A Pilot, who as a result of a single sickness, has used more than 255 hours of sick leave shall accrue sick leave at the rate of seven (7) hours each Bid Period until he accrues an amount equal to the amount he used as a result of the single sickness.

##### 13-A-1-b New Hire Pilot

A new hire Pilot shall be credited with sixty (60) hours sick leave upon completion of his initial training. Thereafter, through the end of the Pilot's first twelve (12) Bid Periods of Active Employment, the sixty (60) hours shall be debited against the sick hours credited as set forth in Section 13-A-1.

#### 13-A-2 Restoration of Sick Leave

**13-A-2-a** Reserve in his first year of Active Service shall be entitled to restore sick leave during the Bid Period in which the sick leave absence occurred by trading one (1) scheduled reserve day off for each specific work day missed due to sick leave. The scheduled reserve day off to be used to restore the sick leave must be approved by the Company.

**13-A-2-b** With Company concurrence, a Lineholder may pick up a Trip that begins on the second or subsequent day of a sick-leave absence. The pay value of the Trip he picks up shall restore the sick leave used for the sick-leave absence on an hour-for-hour basis. Any additional pay value shall be added to the Pilot's Line Pay Value.

**13-A-2-c** A Lineholder who so indicates shall be allowed to restore sick leave (on an hour-for-hour basis) during the Bid Period in which the sick leave occurred by using the pay value of a Trip picked up from open time on a day(s) off in accordance with Section 20-H-2.

**13-A-3** Sick leave with pay shall be granted up to the number of hours of sick leave accumulated by the Pilot, as follows:

##### 13-A-3-a Lineholder Sick Leave Pay

**13-A-3-a-(1)** For each sick leave absence included in Monthly Schedule Preferencing, a Lineholder shall be paid and his sick leave bank shall be debited three (3) hours.

**13-A-3-a-(2)** For each day of training missed due to sickness, a Pilot shall be paid and his sick leave bank shall be debited the pay value of the training day in accordance with Section 3-E.

**13-A-3-a-(3)** For all other sick leave absences, a Lineholder shall be paid and his sick leave bank shall be debited the pay value of the Trip(s) missed, or portion thereof, due to sickness. In any Bid Period, for a Lineholder to receive sick leave pay for the Trip(s) missed (or portion thereof) that, when combined with his pay value from earlier in that Bid Period, would cause his Line Pay Value to exceed ninety-two (92) hours, he must provide a doctor's note within forty-eight (48) hours of his return to work. If a doctor's note is not provided within the required time period, he shall not be paid, nor shall his sick leave bank be debited, for the sick leave in excess of ninety-two (92) hours.

**13-A-3-b Reserve Sick Leave Pay**

**13-A-3-b-(1)** For each day of sick leave included in Monthly Schedule Preferencing, a Reserve shall be paid and his sick leave bank shall be debited three (3) hours.

**13-A-3-b-(2)** For each reserve day missed (to include reserve days the Reserve had previously been assigned a Trip) due to sickness, a Reserve shall be paid and his sick leave bank shall be debited four hours and three minutes (4:03). To receive sick leave pay in excess of his adjusted MPG, a Reserve must provide a doctor's note within forty-eight (48) hours of his return from sick leave. If a doctor's note is not provided within the required time period, he shall not be paid for the sick leave in excess of his adjusted MPG.

**13-A-3-b-(3)** If a Long Call Reserve is sick and notifies the Company after 1000 on a reserve day and the sick leave is for more than one (1) day, he shall not be charged sick leave for the first day.

**13-A-3-b-(4)** If a Reserve notifies the Company that he is available for duty on a day for which he had previously called in sick, the following shall apply:

**13-A-3-b-(4)-(a)** If he is available for duty on the current day, he shall be advised by the Company at the time of the call if sick leave for the current day shall be removed. If removed, he may be given a Short Call assignment beginning at or after the time of the call. If unused, such Short Call assignment shall not apply toward the MPG provisions of Section 3-C-1-b-(1).

**13-A-3-b-(4)-(b)** If he is available for duty on the next day and it is 1200 or earlier on the current day, the sick leave for the next day and any subsequent day(s) shall be removed.

**13-A-3-b-(4)-(c)** If he is available for duty on the next day and it is after 1200 on the current day, he shall be advised by the Company at the time of the call if sick leave for the next day shall be removed. Sick leave for any subsequent day(s) after the next day shall be removed.

**13-A-3-b-(4)-(d)** On any day that sick leave is removed and the Pilot returns to availability, the Pilot shall not be charged sick leave for that day.

**13-A-3-b-(5)** For each day of training missed due to sickness, a Reserve shall be paid and his sick leave bank shall be debited the pay value of the training day in accordance with Section 3-E.

**13-A-3-b-(6)** For a sick leave absence on a day in which a Reserve has also performed any flying (or deadhead), his sick leave bank shall not be debited.

**13-A-4** In lieu of the amount specified in Sections 13-A-3-a and 13-A-3-b, a Pilot who is granted paid sick leave for an entire Bid Period shall be entitled to be paid and his sick leave bank debited any amount between fifty-nine (59) hours and the maximum line construction cap of his Category for that Bid Period. To exercise this option, a Pilot must notify the Company in writing within one (1) day after the end of the Bid Period in which he was granted the full Bid Period sick leave with pay.

**13-A-5** Sick leave with pay shall be granted only in cases of actual sickness. The Company may require a doctor's note before paying such sick leave. Dental and doctor appointments shall not be considered as a basis for paid sick leave, unless the Pilot can show that the dentist or doctor in question does not maintain office hours outside the Pilot's scheduled work time or on his days off.

**13-A-6** When a Pilot is absent due to occupational injury or illness, he must request payment for occupational illness or injury leave in writing not later than the pay period following his return to service. A doctor's note may be required before granting pay for this purpose. If he receives Workers' Compensation benefits and/or state disability benefits because of such absence, he shall turn over such benefits to the Company and shall have his sick leave bank restored to the extent that the benefits offset the sick leave pay granted for such illness or injury. This offset shall not apply to payments for a permanent disability.

### **13-B Separation of Employment**

Unless otherwise provided in this Agreement, upon separation of employment, a Pilot shall not receive payment for any balance in his sick leave bank.

### **13-C Statement of Accrual**

Each Pilot's current accrual of sick leave shall be computed and reported with one payroll statement each Bid Period.



## Section 14 - Physical Examinations

### 14-A Company Medical Examiner

**14-A-1** A Pilot may be required to undergo an examination by a doctor of the Company's choosing (a "Company Medical Examiner" or "CME") to determine whether the Pilot is medically qualified to perform his duties if:

**14-A-1-a** The Company has reasonable cause to question the Pilot's ability to perform his duties; or

**14-A-1-b** The Pilot has failed his required FAA Medical Certificate examination (examination shall be by a qualified Aviation Medical Examiner ("AME") in this instance).

**14-A-2** The cost of any examination required by the Company shall be paid by the Company (to include expenses in accordance with Section 4-A-1, hotel accommodations, and positive space travel from his Base, or On-Line station nearest his home of record when required to travel outside his Base to accomplish examination(s) or testing by the CME).

**14-A-3** The Company shall allow for consultation by, and give due consideration to recommendations from, a Pilot's aeromedical representative (e.g., ALPA's Aeromedical Advisor, the Pilot's AME, or other designated medical representative) as to the selection of the CME. The Company shall designate a medical official to interact with the Pilot's aeromedical representative.

**14-A-4** The Pilot shall be notified in writing as to his failure to pass such examination required by the Company. Upon his request, at no cost to the Pilot he shall be furnished with copies of all medical tests, x-rays and any other documentation or information which was utilized to determine the Pilot's inability to pass the examination.

**14-A-5** The Pilot's medical records shall be kept confidential and not released to anyone except by the Pilot's specific written consent. When required by a court order or other legal requirement to release information, the Pilot shall be notified of such action. Should action be taken under Section 14-B, all medical records pertinent to the case shall be made available to the medical examiners involved.

### 14-B Pilot Medical Examiner

Should the Pilot dispute the CME's determination, he may, at his option, have a review of his case in the following manner:

**14-B-1** The Pilot may employ a qualified medical examiner (the "Pilot's Medical Examiner" or "PME") of his own choosing, at his own expense, to conduct an examination for the same purpose as the examination made by the CME, provided that he communicates, in writing, to the Company the name of the PME he has chosen.

**14-B-2** A copy of the findings of the PME shall be furnished to the Company. If such findings verify the findings of the CME, no further medical review of the case shall be afforded.

**14-B-3** If the findings of the PME disagree with the findings of the CME, at the written request of the Pilot, the Company shall ask the CME and the PME to appoint a third qualified neutral

medical examiner (the “Neutral Medical Examiner” or “NME”), preferably a specialist in Aviation Medicine, for the purpose of making a further examination of the Pilot.

**14-B-4** After reviewing the findings and related medical documentation provided by the CME and PME, the NME shall conduct an examination of the Pilot as necessary to determine whether the Pilot is medically qualified for flying duty. The NME, PME and CME shall constitute a board of three (3), the majority opinion of which shall decide whether the Pilot is medically qualified for flying duty.

**14-B-5** The expenses of the NME shall be borne one-half (1/2) by the Pilot and one half (1/2) by the Company. Copies of the NME’s report shall be furnished to the Company and to the Pilot.

**14-B-6** If the board referenced in Section 14-B-4 finds the Pilot medically qualified for duty, he shall be returned to flying status. The Pilot shall be returned to the Category he left or have the option of displacing into any Category his seniority would have allowed him to be awarded on any bid that was awarded subsequent to his failure to pass a Company examination. The Pilot shall be paid for time lost in an amount which he would ordinarily have earned had he been continued in service. Any sick leave used due to his failure to pass a Company examination shall be returned to his sick leave bank.

#### **14-C Pay during Examinations**

**14-C-1** Pending examination by the CME, the Company may remove a Pilot from flight status with pay. The Pilot shall be paid for any scheduled Trips missed, or if he has no scheduled Trips he shall be paid his minimum guarantee.

**14-C-2** If a Pilot is in possession of a current FAA First Class Medical Certificate, he shall be paid sick leave in accordance with Section 13 from the period of time from which he fails to pass a Company examination conducted by the CME until the conclusion of the medical review process.

**14-C-3** If the Pilot has exhausted his sick leave bank while waiting for the conclusion of the medical review process, he shall be paid his minimum guarantee (prorated as necessary) until the process is concluded.

**14-C-4** If the Company prevails in the medical review process, the Pilot shall be obligated to refund all compensation paid following the exhaustion of his sick leave.

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## **Section 15 - Worker's Compensation Benefits**

### **15-A Applicability of Law**

If a Pilot has requested payment for an occupational injury or illness in accordance with Section 13-A-6, and it has been determined that the Pilot is entitled to Worker's Compensation Benefits, the Company shall provide such benefits in accordance with the applicable state law and regulations.

### **15-B Beneficiaries**

The monetary benefits so paid shall be in addition to any monetary benefits paid pursuant to Section 16-A and shall be paid to the beneficiaries prescribed by the applicable law.





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## **Section 16 - Missing, Internment, Hostage, or Prisoner of War Benefits**

### **16-A Longevity and Bidding**

When any Pilot in the service of the Company becomes missing or kidnapped while engaged in operations for the Company, he shall be allowed compensation as set forth in Section 3-B with the monthly award based on his standing or default PBS bid for a period of one (1) year after the date of either the above or until the date that death is established, whichever first occurs. If, upon expiration of such one (1) year period, any such Pilot is still missing or if prior to that time death is established, the Company shall pay or cause to be paid the death benefits provided for in Section 15. Pilots shall continue to accrue longevity for pay purposes during the period they are missing.

### **16-B Compensation**

The monthly compensation allowable under Section 16-A to a Pilot who is missing or kidnapped shall be credited to such Pilot on the books of the Company and shall be disbursed by the Company in accordance with written directions from him. The Company shall require each Pilot hereafter employed by the Company to execute and deliver to the Company prior to such employment a written direction in the form set forth herein. The Company shall, within thirty (30) days after the signing of this Agreement, notify all pilots of the provisions of this Section 16 of the Agreement and furnish all pilots a copy of the form hereinafter set forth to be completed by the Pilot and filed with the Company. Any payments due to any Pilot under this Section 16-B which are not covered by a written direction as herein provided shall be held by the Company for such Pilot and, in the event of his death, shall be paid to the legal representatives of his estate. The direction referred to shall be in substantially the following form:

"To United  
Date: \_\_\_\_\_

"You are herein directed to pay all monthly compensation allowable to me under Paragraph A of Section 16 of that certain Agreement between United Airlines, Inc., and the Air Line Pilots in the service of United Airlines, Inc., as represented by the Air Line Pilots Association, International, dated as follows:

\$ \_\_\_\_\_ per month to  
\_\_\_\_\_ (name)  
\_\_\_\_\_ (address)

as long as living, and thereafter to  
\_\_\_\_\_ (name)  
\_\_\_\_\_ (address)

as long as living."

"The balance, if any, and any amounts accruing after the death of all persons named in the above designations shall be held for me, or in the event of my death before receipt thereof, shall be paid to the legal representatives of my estate."

"The foregoing direction may be modified from time to time by letter signed by the undersigned and any such modification shall become effective upon receipt of such letter by you."

"Payments made by the Company pursuant to this direction shall fully release the Company from the obligation of making any further payment with respect thereto."

\_\_\_\_\_ (Pilot's  
signature)

**16-C Imprisoned**

A Pilot who is imprisoned in a foreign country for an action that is related to his duties for the Company shall be eligible for the compensation set forth in Section 16-A. In the event a Pilot is kidnapped or wrongfully imprisoned while engaged in the service of the Company, the Company, in conjunction with the Association, shall diligently work to enlist the active assistance of governments and governmental agencies in an effort to gain the release of the Pilot(s).

**16-D Review**

If a Pilot is not returned home within one (1) year, both the Company and Association agree to meet and review the individual circumstances of the case and review applicable benefits to the Pilot's family.

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## **Section 17 - Grievances**

### **17-A Non-Disciplinary Grievances**

A Pilot or group of pilots, including probationary pilots, covered by this Agreement who has a grievance concerning any action of the Company affecting such Pilot(s), except matters involving discipline or discharge, shall have the grievance considered in accordance with the following procedures, provided such grievance is filed within 180 days after the Pilot(s) reasonably would have had knowledge of the facts upon which the grievance is based. This does not preclude claims for adjustment of bookkeeping errors beyond 180 days.

**17-A-1** A written request for a hearing setting forth a detailed statement of the known facts out of which the grievance arose and a request for relief shall be filed with his or their Chief Pilot.

**17-A-2** A hearing shall be held by the Chief Pilot or his designee (who must be a flight qualified management Captain) not less than ten (10) days nor more than twenty (20) days after receipt of the written request. By mutual agreement, the parties may conduct the hearing via telephone. No later than fifteen (15) days after the close of the hearing, the Chief Pilot or his designee shall issue a written decision. All notices of hearings and decisions shall be sent via email to the signatory of the grievance, with email copies sent to the grievant(s), to the Representation Department of the Association, the Local Executive Council Chairman, the Local Grievance Chairman, and the MEC Chairman. Additionally, a copy of the decision shall be sent via express mail with proof of delivery to the MEC Grievance Committee Chairman or his designee.

**17-A-3** An appeal, if made, of the Chief Pilot's decision shall be submitted in writing to the Senior Vice President-Flight Operations, with a copy to the Chief Pilot no later than thirty (30) days after the date the decision was received by the grievant(s).

**17-A-4** An appeal hearing shall be held no later than fifteen (15) days after the receipt of the written appeal by the Senior Vice President-Flight Operations. Not later than fifteen (15) days after the close of the appeal hearing, the Senior Vice President-Flight Operations or his designee shall issue a written decision to the grievant(s) and furnish via email a copy to the Representation Department of the Association, the Local Executive Council Chairman, the Local Grievance Chairman, and the MEC Chairman. Additionally, a copy of such decision shall be sent via express mail with proof of delivery to the MEC Grievance Committee Chairman, or his designee.

**17-A-5** Further appeal, if made, shall be to the United Airlines Pilots' System Board of Adjustment ("the Board") as provided for in Section 18, provided such appeal is made no later than sixty (60) days following the date of receipt by the Representation Department of the Association (staff attorney) of the decision of the Senior Vice President-Flight Operations or his designee, except as provided in Section 17-A-6.

**17-A-6** Grievance Review Panel

**17-A-6-a** The sixty (60) day time period for the submission of non-disciplinary grievances to the Board, pursuant to Section 17-A-5 and Section 18, shall be extended for any grievance under review by the UAL-MEC Grievance Review Panel until thirty (30) days after a determination by such panel on submission of such grievance to the Board or until sixty (60) days after entry of a final judgment (including appeals) in any legal proceedings resulting from a determination not to submit any such grievance to the Board, whichever occurs later.

**17-A-6-b** The Association shall advise the Company of a grievance pending before the UAL-MEC Grievance Review Panel within the sixty (60) day time period established under Section 17-A-5 and shall advise the Company of any legal proceedings within sixty (60) days after commencement. Should the disposition of the case result in a judgment which includes recognition of an accrued liability by the Company, such liability shall not continue to accrue during the period from the date the notice of review was filed until the date the appeal was filed. Furthermore, the members of the Board (including the neutral arbitrator) shall not be advised that any such grievance was considered by the UAL MEC Grievance Review Panel or of any determination by such panel or of subsequent legal proceedings and shall not consider any such matters in hearing and deciding any such grievance.

**17-A-7** Grievances Filed by the MEC Chairman

The MEC Chairman or his designee may submit a written request seeking review by the Senior Vice President-Flight Operations of an alleged misapplication or misinterpretation of this Agreement which is not at the time the subject of a pending grievance. The relief sought shall be limited to a change in future application or interpretation of the Agreement. The Senior Vice President-Flight Operations or his designee shall have twenty (20) days after receipt of the request to investigate and issue a written decision; unless a hearing is requested by either party, in which case the decision shall be due fifteen (15) days after the hearing. If the decision is not satisfactory, the President of the Association may submit a written appeal to the Board pursuant to Section 18, provided such appeal is made no later than thirty (30) days following the receipt of the decision by the Representation Department of the Association (staff attorney). Rights under this sub-paragraph shall not apply to hypothetical cases or situations.

**17-B Discipline and Discharge**

**17-B-1** Investigation

**17-B-1-a** Before a Pilot is disciplined or discharged, the Company shall notify him in writing of the precise charge(s) against him. The Letter of Charge shall include the following statement: "A copy of this letter has been sent to the Association. If you desire Association representation, you must contact your local Association representative." The Pilot shall be given at least ten (10) days to secure the presence of witnesses and gather evidence, and shall have the right to be represented by counsel, an employee of the Company or an Association representative(s). A hearing shall be held in the Pilot's Base by the Chief Pilot or his designee (who must be a flight qualified management Captain) no later than fifteen (15) days following the issuance of the charge; unless the Pilot, through no fault of his own, did

not receive the charge in time to have had the ten (10) days required above. In that event, the hearing shall be rescheduled, if requested, to provide the required ten (10) days.

**17-B-1-b** No later than fifteen (15) days after the close of the hearing, a written decision shall be issued and a copy sent via email to the Representation Department of the Association, the Local Executive Council Chairman, the Local Grievance Chairman, and the MEC Chairman. Additionally, a copy of such decision shall be sent via express mail with proof of delivery to the grievant and the MEC Grievance Committee Chairman or his designee.

**17-B-1-c** During the course of the investigation conducted in accordance with Section 17-B-1, the Company may hold the Pilot out of service with pay until the effective date of the written decision determining the action to be taken. Any extension of time limits granted at the request of the Pilot shall be without pay for the period of the extension. The Pilot shall continue to receive full pay and benefits during any extension granted at the request of the Company.

**17-B-2** If the Pilot is dissatisfied with any discipline and wishes to appeal, he shall submit a written appeal to the Senior Vice President-Flight Operations no later than thirty (30) days after receiving the notice of discipline.

**17-B-3** The Senior Vice President-Flight Operations or his designee shall hear the appeal no later than fifteen (15) days after receipt of the Pilot's written request.

**17-B-4** No later than fifteen (15) days after the appeal hearing, the Senior Vice President-Flight Operations or his designee shall issue a written decision to the Pilot and MEC Grievance Committee Chairman, or his designee, via express mail with proof of delivery and, unless otherwise requested, furnish an electronic copy to the Representation Department of the Association, the Local Executive Council Chairman, the Local Grievance Chairman, and the MEC Chairman.

**17-B-5** Further appeal by the grievant(s), if made, shall be to the Board as provided for in Section 18, provided such appeal is made no later than sixty (60) days from the date of receipt by the grievant(s) of the decision of the Senior Vice President-Flight Operations or his designee.

**17-B-6** Nothing in this Section 17 shall be construed as extending the rights of Section 17-B to a Pilot during his probationary period.

**17-B-7** Disciplinary Suspension

The Company shall not impose a retroactive suspension without the consent of the Association and the Pilot.

**17-B-8** Exception Meters

When a notation is placed on a Pilot's Master Schedule denoting a missed Trip, unable to contact, sick when called, or out of position, his Chief Pilot or Assistant Chief Pilot shall investigate the circumstances surrounding the event within five (5) Business Days. If the Chief Pilot concludes that the incident was incorrectly assessed, the notation shall be removed and

the Pilot's personnel file expunged of any reference to the matter. The Chief Pilot shall also ensure that the Pilot's pay is not incorrectly docked, including, when necessary to avoid delay in payment, issuing a special check for any shortage.

## **17-C General**

**17-C-1** The time limits set forth in Section 17-A and 17-B may be extended by mutual agreement of the Company and the grievant or the Association.

**17-C-2** If any decision of the Company under the provisions of this Section 17 is not appealed by the grievant(s) within the time limits prescribed herein for such appeal or any extension mutually agreed upon, the decision of the Company shall be final and binding. If any hearing or decision required of the Company under the provisions of this Section is not provided within the time limits herein, or any extension mutually agreed upon, the grievant(s) shall consider the request denied and may appeal it to the next step of the grievance procedure. Any grievance appealed to the Senior Vice President-Flight Operations may not be remanded to the preceding step without the concurrence of the grievant.

**17-C-3** Nothing in this Section 17 shall be construed to prevent the Company from holding a Pilot out of service pending an investigation and hearing and appeal therefrom.

### **17-C-4 Exoneration**

**17-C-4-a** If, as a result of any hearing or appeals, a Pilot is exonerated, he shall be made whole for any and all pay and benefits and shall, if he has been held out of service, be reinstated without loss of seniority.

**17-C-4-b** If, as a result of any hearing or appeals, a Pilot is exonerated, all personnel records shall be cleared of the charges.

### **17-C-5 Recording Devices**

**17-C-5-a** No stenographic report, video, audio or other form of recordings(s) is/are permitted with regard to any investigatory or disciplinary hearing conducted pursuant to this Section 17 unless the parties mutually agree otherwise. When it is mutually agreed that a stenographic report or other recording is to be taken of such investigatory or disciplinary hearings in whole or in part, the cost shall be borne equally by the parties to the dispute.

**17-C-5-b** For all other types of hearings or proceedings, when it is mutually agreed that a stenographic report is to be taken in whole or in part, the cost shall be borne equally by both parties to the dispute. When it is not mutually agreed, and such stenographic record of the hearing or proceedings is made by either of the parties to the dispute, a copy shall be furnished to the other party to the dispute upon request, provided that the cost of such stenographic record so requested shall be borne equally by both parties to the dispute.

**17-C-6** The filing of all grievances, decisions and appeals and written notifications shall be accomplished via email, by personal delivery or by sending such notice via express mail with proof of delivery, as designated in Sections 17-A and 17-B, addressed to the last known

address of the party to whom the notice is being given. Filing shall be deemed to occur on the date of personal delivery or the date of first attempted delivery if delivery was unsuccessful.

#### **17-C-7 Travel for Hearings and Investigations**

**17-C-7-a** Hearings: Grievants, witnesses and representatives who are employees of the Company shall receive On-Line NRPS travel in accordance with corporate pass travel policy from the point of residence, duty or assignment to the point of hearing and return.

**17-C-7-b** Investigations: Grievants, witnesses and representatives who are employees shall be made available to appear, subject to the needs of the service, and shall receive the necessary transportation (NRPS) in accordance with corporate pass travel policy for the purpose of investigating and gathering evidence associated with the grievance.

**17-C-8** When a Pilot is chosen to act as representative of or a witness for another Pilot, such Pilot shall be made available for a time sufficient to permit him to appear as such representative or witness.

#### **17-C-9 Scheduling and Pay for Attendance at Hearing**

When the Association requests the appearance of a Pilot to testify at a scheduled hearing, the Company shall, subject to the needs of the service, agree to cooperate in dropping scheduled Trip or Trips, or portions thereof, in the Pilot's Line of Flying necessary for the Pilot to be present. Should the needs of the service not allow the Trip drop(s), the Company shall adjust the scheduled hearing dates to allow for the Pilot's presence. The Company shall not be obligated to pay for the value of the Trip(s) dropped pursuant to this Section 17-C-9.

#### **17-C-10 ALPA Representation**

A Pilot shall be entitled to have an Association representative present at any step of the grievance procedure and at any other time a Pilot is requested to meet with a member of management where there exists the potential that the meeting may result in disciplinary action being taken against the Pilot. The Company shall advise the Pilot of his right to have a representative of his choice present, provided the representative will be available within a reasonable period of time not to exceed twenty-four (24) hours. Further, when a Pilot is requested to appear at such meeting, investigation hearing or conference, he shall be advised of the nature of the subject to be discussed.

#### **17-C-11 Disciplinary Record**

To the extent permitted by law, the Company shall consider any disciplinary action taken against a Pilot as cleared from the Pilot's record after eighteen (18) months of Active Service from the date of issuance if no further discipline has been imposed during that period. The Pilot's record may be cleared earlier, when, in the judgment of the Company, his performance warrants such action.

#### **17-C-12 Personnel File**

A Pilot shall be furnished a copy of any information placed in his personnel file that may be used in the evaluation of his performance and/or employment relationship. Further, the Company shall not place any negative report, or any other material of an unfavorable nature

(e.g., discussion records, etc.), in a Pilot’s personnel file without providing a copy to the Pilot (via the Notice provisions) and an opportunity to review and discuss the matter with the Chief Pilot or Assistant Chief Pilot. A Pilot shall be allowed to place in his personnel file his own statement regarding any incident or report and provided an opportunity to initial the material to be placed in his file. Initialing the material shall indicate that the Pilot is acknowledging receipt only and not agreement with the facts or determination by the Chief Pilot’s Office.

**17-C-13** Upon request by the MEC Chairman or his designee, the Company shall, in a timely manner, provide pilots and/or their Association Representatives with all documentation in the Company's possession (including copies of any recorded conversations between Company personnel, such as Crew Scheduling, Crew Coordination, Network Operations Center, Chief Pilots, etc. and a Pilot) relevant to the defense of disciplinary proceedings or letters of counsel or if such material is relevant to an issue involving application of the Agreement.

**17-C-14** Remedy for Scheduling Errors

If, within thirty (30) days of an assignment, the Association notifies the Company that a Reserve was improperly assigned to work on a Day or Days that he otherwise would not have been used, or a Lineholder was improperly reassigned into a Day or Days the Lineholder was not originally scheduled to work, and the Company confirms that an error has occurred, in lieu of a grievance the Company shall compensate the affected Pilot as follows:

**17-C-14-a** A Reserve shall be assigned one (1) additional Day off on a date that falls within thirty (30) days of the Company’s confirmation of the error. The date on which the day off shall be placed shall be at Company discretion.

**17-C-14-a-(1)** In the event it is not feasible to assign the Day off to a Reserve within thirty (30) days of the Company’s confirmation of the error (e.g., in the subsequent Bid Period the Reserve is a Lineholder, on Leave of Absence, in training, on vacation, etc.), the Company shall have ninety (90) days from the Company’s confirmation of the error to assign the Day off. If the Company is unable to assign the Day off on a date that falls within ninety (90) days of the Company’s confirmation of the error, the Pilot shall be given one (1) vacation credit day.

**17-C-14-b** A Lineholder shall be given one (1) vacation credit day upon the Company’s confirmation of the error.

**17-C-15** As referred to in this Section 17, “days” shall mean calendar days.

**17-D Grievance Mediation**

A grievance mediation process, hereinafter referred to as the "Mediation Conference", may be scheduled by mutual agreement of parties. The "Mediation Conference" shall be scheduled for three consecutive days of a single week.

**17-D-1** The Association and the Company agree that only grievances which have been submitted to the Board in accordance with Section 18, shall be scheduled for a Mediation Conference. Grievances shall be selected for mediation only on a voluntary and mutual basis between the representatives of the Company and the Association.



**17-D-2** The grievant shall have the right to be present at the Mediation Conference. Attendance at the Mediation Conference shall be limited to those people actually involved in the Mediation Conference.

**17-D-3** The Company and the Association shall each appoint a principal spokesperson, who may be an attorney, for the Mediation Conference.

**17-D-4** The representative of the parties shall, no later than five (5) days prior to the scheduled date of Mediation Conference, present the mediator with a brief written statement of the facts, the issue, and the arguments in support of their position. If such a statement is not presented in written form, it may be presented orally at the beginning of the Mediation Conference; however, such oral statements shall be limited to twenty (20) minutes in duration.

**17-D-5** Proceedings before the mediator shall be informal in nature and the rules of evidence shall not apply. The presentation of evidence shall not be limited to that which was presented at the prior stages of the grievance procedure.

**17-D-6** No record of the Mediation Conference shall be made. Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the Mediation Conference.

**17-D-7** The mediator shall have the authority to meet separately with either the Association or the Company in the Mediation Conference, but shall not have the authority to compel the resolution of the grievance.

**17-D-8** If no settlement is reached during the Mediation Conference, the mediator shall provide the parties with an immediate oral advisory decision, unless the Association and the Company mutually agree that no such decision shall be provided. When rendering an oral advisory decision, the mediator shall state the grounds for such decision.

**17-D-9** Grievances settled during a Mediation Conference shall not constitute a precedent, unless the Association and the Company otherwise mutually agree, in which case the parties shall document their understanding of the precedent.

**17-D-10** If no settlement is reached during the Mediation Conference, the grievance may be heard by the Board pursuant to Section 18 and in the normal course of the Board's schedule.

**17-D-11** In the event a grievance which has been the subject of a Mediation Conference is subsequently heard before the Board, no mediator may serve as the arbitrator. During the Board proceeding on such a grievance, no reference shall be made to the fact that the grievance was the subject of a Mediation Conference; nor shall there be any reference to statements made, documents provided, or actions taken by either the mediator or the participants during the course of a Mediation Conference, unless the party offering such statements, documents or actions would have had access or entitlement to them outside of the Mediation Conference.

**17-D-12** The Association and the Company agree to schedule no more than three (3) grievances for Mediation Conference per day. The mediation day shall commence at 0930

local and it is anticipated that each Mediation Conference shall last no more than two and one-half (2.5) hours.

**17-D-13** The selection of the mediator shall be by mutual agreement between the Company and the Association.

**17-D-14** The fee and expenses for the mediator and conference facilities shall be shared equally by the Association and the Company.

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## **Section 18 - System Board of Adjustment**

### **18-A Establishment of the Board**

In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment ("United Airlines Pilots System Board of Adjustment," hereinafter referred to as "the Board"). The Board's purpose shall be to adjust and decide disputes which may arise under the terms of this Agreement when such disputes have been properly submitted to the Board.

### **18-B Composition of the Board**

**18-B-1** The Board shall consist of five (5) members, two (2) selected by the Association, two (2) selected by the Company, and one (1) neutral arbitrator appointed pursuant to Section 18-E. By mutual agreement, the Board may consist of three (3) members; one (1) selected by the Association, one (1) selected by the Company, and one (1) neutral arbitrator appointed pursuant to Section 18-E.

**18-B-2** Company and Association Board Members shall serve continuously until their successors have been designated. Vacancies shall be filled in the same manner as is provided in Section 18-B-1 for the selection of the original Board Members.

**18-B-3** Each party shall designate its Board Members for a particular case no less than ten (10) days prior to the start of the hearing. If either party replaces a designated Board Member less than ten (10) days prior to the hearing, the other party may also replace one (1) of its Board Members.

**18-B-4** Hearings shall be opened alternately by Board Members appointed by the Association and the Company.

**18-B-5** Unless agreed otherwise, the Board shall meet each month for three (3) consecutive days in the city where the general offices of the Company are maintained, provided that there are cases that either party has properly submitted to the Board for consideration at that session. Hearing dates shall be scheduled by agreement of the parties.

**18-B-6** The Board shall appoint a Secretary, who shall docket cases; issue Notices of Hearing, Decisions and Awards; make or coordinate logistical arrangements relating to non-confidential activities of the Board; and coordinate activities of the Board. Additionally, the Secretary shall be responsible for maintaining all records as required pursuant to Section 18-F-4.

**18-B-7** The parties may also mutually agree to refer cases previously submitted to the Board to be heard by a One Member Board consisting of a neutral arbitrator appointed pursuant to Section 18-E. One Member Board hearings shall be scheduled by mutual agreement and may hear multiple cases. Unless mutually agreed otherwise, One Member Boards shall not take the place of regularly scheduled hearings of the full Board. One Member Boards may not hear discipline cases involving a sanction of more than a three (3) day suspension.

**18-B-7-a** One Member Board hearings shall have time limits established by mutual agreement, and shall be conducted as follows:

**18-B-7-a-(1)** Each party shall be afforded approximately one hour for presenting its case in-chief, including the opening statement.

**18-B-7-a-(2)** The parties may present both direct and rebuttal evidence orally and in writing. Cross-examination shall be limited to the length of the direct examination.

**18-B-7-a-(3)** At the conclusion of the evidentiary portion of the hearing, each party shall present a brief oral closing argument.

**18-B-7-a-(4)** At the conclusion of closing arguments and a short recess, the Arbitrator shall issue a bench decision, briefly announcing the reasons for the decision, and render a one-page signed Award limited to indicating whether the grievance has been denied or sustained, in whole or in part and setting out the appropriate remedy, if any. Unless the parties agree otherwise prior to the submission of the grievance to the Arbitrator, such Award shall be non-precedential, but final and binding as between the parties.

**18-B-7-b** No transcript shall be made of the One Member Board proceeding.

## **18-C Jurisdiction of the Board**

**18-C-1** The Board shall have jurisdiction over disputes between any employee covered by this Agreement and the Company growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation or working conditions covered by agreements between the parties.

**18-C-2** The Board shall consider any dispute properly submitted to it by the President of the Association or by the Senior Vice President-Flight Operations.

## **18-D Proceedings Before The Board**

**18-D-1** All disputes properly submitted to the Board for consideration shall be addressed to the Board Members, and shall include the formal submission, copies of all lower level decisions, and the original grievance, including all papers and exhibits in connection therewith. Each case submitted shall contain:

**18-D-1-a** Question or questions at issue.

**18-D-1-b** Statement of facts.

**18-D-1-c** Position of the grievant(s).

**18-D-1-d** Remedy sought.

When desired, joint submissions may be made, but either party may submit the dispute and its position to the Board. Unless otherwise provided in this Agreement, no dispute shall be considered by the Board which has not first been handled in accordance with the provisions of Section 17.

### **18-D-2 Selection of Hearing Dates and Cases**

Not less than thirty (30) days prior to the desired hearing date, the Association shall notify the Company of the grievance to be heard. Designation of the case to be heard shall be subject to

Company concurrence, which shall not be unreasonably withheld. If the parties are unable to agree upon the hearing date and/or the case to be heard, and if at least two Board Members consider a case to be of sufficient urgency and importance, it shall be heard at the next scheduled session of the Board. If there are no scheduled sessions of the Board, the hearing shall take place not more than thirty (30) days after the request for such hearing has been made. In this event the Board Secretary shall give the necessary notices in writing of such meeting to the Board Members and to the parties to the dispute.

**18-D-3** Employees covered by this Agreement may be represented at Board hearings by such person or persons as they may designate, and the Company may be represented by such person or persons as it may designate. Evidence may be presented either orally, or in writing, or both.

**18-D-4** On request of any Board Member, the Board may, by majority vote, or shall, at the request of two (2) Board Members, summon any witnesses who are employed by the Company, and who are deemed necessary to resolution of the dispute, by either party or by the Board itself.

**18-D-5** The number of witnesses summoned at any one time shall not be greater than the number which can be spared from the operation without extreme interference with the services of the Company.

## **18-E The Panel of Arbitrators**

**18-E-1** The Company and the Association shall, by mutual agreement, establish a panel of twelve (12) neutral arbitrators who shall serve individually as the neutral and presiding Board Member. One such arbitrator shall be designated, either by agreement or by the alternate strike method, as the first arbitrator. The scheduling of these arbitrators shall be by agreement of the parties.

**18-E-2** Upon the request of either party, the first named arbitrator shall meet with representatives of the Company and representatives of the Association for the purpose of reviewing and streamlining the Board procedures not contained within this Agreement, but which have been subsequently developed by the Board. The goal for such review shall be simplicity, expedition and fairness. The first named arbitrator shall be empowered to make final decisions in procedural modifications. In addition, arbitrators sitting as Board Members shall have the authority to modify procedures as necessary for the purpose of particular hearings.

**18-E-3** Either the Company or the Association with four (4) months written notice may, without cause, remove any named arbitrators from the panel. The arbitrator so removed shall complete matters, if any, pending before him. When an arbitrator is removed, the parties shall meet to select, in accordance with Section 18-E-1, a replacement as soon thereafter as practicable.

**18-E-4** The Board shall be competent to hear disputes properly submitted to it and to decide such disputes by majority vote. Decisions of the Board shall be final and binding on the parties.

**18-E-5** Unless agreed otherwise, the record shall be deemed closed upon receipt by the arbitrator of the evidence and/or transcript of the proceedings. If called, executive sessions of the Board shall take place within forty-five (45) days of the closing of the record. Decisions shall be rendered within sixty (60) days after the record is closed and executive sessions have been concluded.

**18-E-6** In the event the Board is unable to comply with the time limits specified in Section 18-E-5, the arbitrator shall notify the parties in writing of the reasons for such non-compliance, and give a date as to when the decision shall be rendered.

## **18-F General**

**18-F-1** The expenses and compensation of arbitrators shall be borne equally by the Company and the Association.

**18-F-2** The time limits specified in this Section 18 may be extended by mutual agreement of the Company and the Association.

**18-F-3** Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the employees or to the employer, or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended.

**18-F-4** The Board Secretary shall maintain a complete record of all matters submitted to it for consideration and of all Board findings, Awards and Decisions for a minimum of five (5) years.

**18-F-5** The Company and the Association shall separately assume the compensation, travel expense and other expenses of the Board Members selected by that party.

### **18-F-6 System Board Witnesses**

**18-F-6-a** Each party shall separately assume the compensation, travel expense and other expenses of the witnesses called or summoned by that party. Grievants, witnesses and representatives who are employees of the Company shall receive On-Line NRPS travel in accordance with corporate pass travel policy, from the point of residence, duty or assignment to the point at which they must appear as witnesses and return.

**18-F-6-b** When the Association requests the appearance of a Pilot to testify at a scheduled hearing, the Company shall, subject to the needs of the service, agree to cooperate in dropping a scheduled Trip(s) in the Pilot's Line of Flying necessary for the Pilot to be present. Should the needs of the service not allow the Trip drop(s), the Company shall adjust the scheduled hearing date(s) to allow for the Pilot's presence. The Company shall not be obligated to pay for the value of the Trips(s) dropped pursuant to this Section 18-F-6-b.

**18-F-7** The Board, acting jointly, shall have the authority to incur such expenses as in its judgment may be deemed necessary for the proper conduct of its business. Such expenses shall be borne equally by the Company and the Association. Board Members who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as Board Members. So far as space is available, Board Members shall be

furnished free transportation over the lines of the Company, for purpose of attending meetings of the Board, to the extent permitted by law.

**18-F-8** Every Board Member shall be free to discharge his duty in an independent manner, without fear that his individual relation with the Company, the Association or the employees may be affected in any manner by any action he takes in good faith in his capacity as a Board Member.

**18-F-9** The Board shall have the authority to administer and interpret this Section 18. In the event the Board cannot agree on administration or interpretation of this Section 18, they shall refer the matter to the first arbitrator for resolution.

**18-F-10** In the event a member of the panel of arbitrators is more than thirty (30) days overdue in the rendering a decision, he shall not be eligible for assignment of additional cases until such decision is rendered (except by mutual agreement between the Company and the Association).





## Section 19 - Flight Safety Programs

### 19-A Introduction

**19-A-1** Safety is the number one priority at the Company. All pilots employed by the Company view the safe operation of our aircraft as their primary function. Both the Company and the Association view safety as the overriding principle in the conduct of our operations.

**19-A-2** To effectively manage threats to safety, the parties have adopted a Safety Management System (“SMS”). This system seeks to mitigate risk through threat risk assessments and analysis of collected data, followed by corrective actions, and subsequent reassessments. The basic premise of SMS is acceptance of safety principles and collaboration with parties at all levels of the Company.

**19-A-3** The Vice President of Safety (“VP of Safety”) and the United Airlines ALPA Master Executive Council Central Air Safety Committee Chairman (“CASC Chairman”) shall collaborate regarding the application and administration of the programs described in this Section 19. It is the responsibility of the VP of Safety to ensure the effective application and administration of the programs referred to in this Section 19. To effectively administer these programs a level of trust and clear, open, and honest communication is required. Members of the Safety Action Council (“SAC”) shall make themselves available to hear and discuss concerns of either the Association or the Company.

**19-A-4** The Company shall indemnify the CASC Chairman and any other Pilot member of the programs in this Section 19, or his estate, and provide defense against any claims, whether by third parties or by fellow employees, arising out of such Pilot's good faith performance of his duties with the Company as a member of the programs in this Section 19 unless such claims arise from the willful misconduct of the Pilot.

### 19-B Safety Program Integration

**19-B-1** Partnership Safety Programs covered by this Section 19 are:

- Fatigue Risk Management System (“FRMS”)
- Flight Operations Quality Assurance (“FOQA”)
- Flight Safety Action Program (“FSAP”)
- Flight Safety Investigations (“FSI”)
- Line Oriented Safety Audit (“LOSA”)

These programs produce data and information that may be sensitive in nature to both the Company and the Association. This Section 19 sets forth the agreement between the Company and the Association regarding how the above mentioned programs, as well as Flight Data Recorders, Voice Recorders, and the ALPA Accident and Incident Go-Teams, may be integrated to allow a more comprehensive assessment of the entire operation.

**19-B-2** Safety Action Council

The SAC, consisting of the VP of Safety and the CASC Chairman, administers the programs defined in this Section 19. The SAC may consult appropriate Subject Matter Experts (“SMEs”).

#### **19-B-3 Delegation to Designated Alternates**

If the responsibilities of any member of the programs in this Section 19 are delegated, the designated alternate shall be vested with the authority and responsibility to make the required decision(s) in support of the program and shall carry the full weight of the position they are fulfilling.

### **19-C Administration of Data/Information**

**19-C-1** Data collected for the programs described in this Section 19 shall be used to enhance the safety, comfort, reliability, and efficiency of flight operations.

**19-C-2** Data collected for the programs described in this Section 19 shall not be used by any party for the purpose of discipline or action against any individual or entity, including the CASC Chairman and Association volunteers in any program in this Section 19. Any restrictions regarding the use of this data shall be defined within this Section 19. The VP of Safety shall be responsible for the release of any data as required by law, regulation, court order, or legally binding directives of responsible government agencies. When data for the programs described in this Section 19 is released to an external source as required by law, the VP of Safety shall advise the Senior Vice President of Flight Operations and the CASC Chairman.

**19-C-3** The administration of data and response to information requests in the above mentioned programs shall be handled by the person or committee designated in each of the programs. Consensus must be reached between the Company and the designated person or committee to grant any information requests. If consensus is not reached the request shall be immediately referred to the SAC. The SAC shall either reach consensus or the request shall be denied.

#### **19-C-4 Special Studies**

A special study is a study that either includes data from more than one Partnership Safety Program or is outside the normal processing of data/information. The SAC shall agree on the appropriateness of the request, the defined objectives, the scope of the distribution, and the data/information to be included and shall notify the appropriate person or committee (e.g., Gatekeeper for the FOQA program, the UAL MEC FSAP Chairman for the FSAP program) regarding the study. Further, the SAC shall agree how the data is to be collected, and which departments to collaborate with in the data gathering phase. At the completion of the study, the SAC shall confirm that the output of the study is consistent with the objective(s).

### **19-D Remediation**

**19-D-1** Unless otherwise provided below, disputes over a potential violation of the programs in this Section 19 shall be referred to the SAC for resolution and shall not be delegated. The program in question shall be held in abeyance until the SAC resolves the dispute, including any findings regarding a cause and implementation of a remedy.

**19-D-2** If a program is held in abeyance, data may still be collected, but analysis and output to end-users shall stop. If a time-critical safety issue is identified during the period of abeyance, the appropriate data to continue safe operations shall be provided to the necessary persons and/or entities.

**19-E ALPA Accident/Incident Go-Team**

**19-E-1** The Company shall place the CASC Chairman, the UALMEC Chief Accident Investigator, and the UALMEC Chairman or his designee on its roster for notification of safety accidents or incidents, including Dispatch Notable Flight Log and FODM messages. Any non-safety related information provided to the UALMEC members shall be treated confidentially and may not be used or shared for any purpose. In addition, safety related information provided pursuant to the terms of this Section 19 to Association members shall be treated confidentially and may be used or shared only in conjunction with carrying out their safety responsibilities.

**19-E-2** The Association shall designate up to fifteen (15) members of the UAL Central Air Safety and ALPA Accident Investigation Committee (“Committee”) as an Accident or Incident Response “Go-Team.” The Association shall provide the Manager Flight Safety Investigations with a list of the Go-Team members. In the event of a Company accident or incident, the CASC Chairman, or the UALMEC Chief Accident Investigator or their designee shall notify the Flight Safety Investigator In Charge which Go-Team members need to be released from their schedules and dispatched to an accident or incident site. The number of necessary members of the Go-Team who need in their good faith judgment to be released shall be determined at the discretion of the CASC Chairman and the UALMEC Chief Accident Investigator. The request shall normally be less than fifteen (15) and should not result in a flight cancellation or significant delay, except in a major accident or incident.

**19-E-3** The Company shall provide the Go-Team members with positive space must-ride travel where service is provided by the Company or make any respective arrangements with partner airlines in order to go to and from an accident or major incident site.

**19-E-4** The Company shall not request Go-Team members to return to line flying following an accident or incident investigation until they are released by the CASC Chairman or the UALMEC Chief Accident Investigator (but such release shall not be unreasonably withheld). Once released, the Pilot shall not be required to return to line flying until approved by a joint review of the Managing Director of Flight Operations and a Critical Incident Response Program representative.

**19-E-5** The CASC Chairman and the UALMEC Chief Accident Investigator or their designee shall be released from duty to assist in investigations of other carrier accidents or incidents if requested by the Association. If additional Go-Team members are required in an investigation of another carrier, their release from duty shall be on a case-by-case basis and only after mutual agreement between the Company and the Association.

**19-F Data Recorders and Cockpit Voice Recorders**

**19-F-1** Definitions

**19-F-1-a** “Data Recorder” is any device, equipment or system which transmits for the purpose of recording or collecting data and/or records and/or collects data on an aircraft or flight simulator that monitors Pilot, aircraft component, or aircraft performance.

**19-F-1-b** “Cockpit Voice Recorder” (“CVR”) is any device, equipment or system which monitors or records a Pilot’s voice while he is on an aircraft or flight simulator.

**19-F-1-c** “Recorded Data” has the same meaning as Information as defined in Section 19-G-1-e.

### **19-F-2** Cockpit Voice Recorders

**19-F-2-a** Data from a CVR shall only be removed from an aircraft following an accident or incident in accordance with law, regulation or court order, or legally binding directives of responsible government agencies.

**19-F-2-b** No later than twenty-four (24) hours after removal, the Company shall notify the flight crew involved and the CASC Chairman that data from the CVR was removed for analysis. Unless otherwise required by law, regulation or court order, or legally binding directives of responsible government agencies, the Pilot(s) and the CASC Chairman shall be given advance notice of a time and place for a review of the recording, and shall be given an opportunity to attend.

**19-F-2-c** Voice recordings which have been removed from the aircraft and transcriptions thereof shall not be retained in an identifiable form for more than seven (7) days unless 1) required by law, regulation or court order, or legally binding directives of responsible government agencies, 2) by mutual consent of the Company and the Association or 3) an active safety investigation is in progress.

**19-F-2-d** Only the Senior Vice President Flight Operations or the VP of Safety may authorize the removal and review of the CVR. If unavailable, their designated alternate may authorize the removal (but not review or analysis) of the CVR.

### **19-F-3** Data Recorders

**19-F-3-a** Except as otherwise provided herein, Information shall be used strictly 1) for engineering analysis, 2) in conjunction with an accident or incident investigation, or 3) as authorized by the FOQA program.

**19-F-3-b** Removal and analysis of an aircraft Data Recorder may only be authorized by the Senior Vice President of Flight Operations or the Vice President of Corporate Safety, or for the purposes of engineering analysis only, at the direction of the Senior Vice President of Maintenance or Vice President of Engineering. If unavailable, their designated alternate may authorize the removal (but not review or analysis) of the Data Recorder.

**19-F-3-c** If information from a Data Recorder has been retrieved from his flight for any reason other than routine engineering analysis or as part of the FOQA program, the Company shall notify the Pilot(s) involved and the CASC Chairman within forty-eight (48) hours.

**19-F-3-d** A Pilot, and/or his representative, if desired, shall be allowed to review data retrieved by the Company from his flight unless restricted by statute. The Company shall provide a Flight Safety staff member with appropriate expertise to explain the meaning of the Recorded Data.

**19-F-3-e** Recorded Data or Information shall not be used by the Company in any legal or administrative proceeding (including any Grievance or System Board of Adjustment proceeding) against a Pilot(s) involving discipline, discharge, FAR violation, civil liability or criminal penalty nor shall it be used by the Company to investigate or initiate discipline, or against the Association in any legal or administrative proceeding. The Company shall not monitor individual performance or compliance with policy, legally binding directives or regulations with such data. Current routine uses of ACARS data may be continued. Such routine uses shall not include either use in any legal or administrative proceeding against a Pilot(s) involving discipline, discharge, FAR violation, civil liability or criminal penalty or use by the Company to investigate or initiate discipline.

**19-F-4 General**

**19-F-4-a** The Company shall notify the Association no later than ninety (90) days prior to any future installations on aircraft or flight simulators of Data Recorders or other recording devices or methods.

**19-F-4-b** Except as required by law, regulation, court order or legally binding directives of responsible government agencies, neither the Company nor the Association shall release any Recorded Data to a third party without the express written consent of the other party.

**19-F-4-c** Information obtained from a Data Recorder or CVR shall not be used for individual line checks.

**19-G Flight Operational Quality Assurance (“FOQA”)**

**19-G-1 Definitions**

**19-G-1-a** “FOQA program” is a Flight Operational Quality Assurance (“FOQA”) program to improve flight safety by providing more Information about, and greater insight into, the total flight operations environment through selective automated recording and analysis of data generated during flight operations.

**19-G-1-b** “Identifying Data” is any data or combination of data that allows collected data to be associated with a specific crewmember.

**19-G-1-c** “FOQA Data” is Information collected from an aircraft or flight simulator used for analysis in the FOQA program. Data associated with AQP is not FOQA Data.

**19-G-1-d** “Identified Data” is any collected data prior to removal of all Identifying Data.

**19-G-1-e** “Information” is any data transmitted for the purpose of recording or collecting data, or data recorded or collected by use of a Data Recorder, CVR or any other recording device on an aircraft or flight simulator that monitors Pilot, aircraft component, or aircraft performance. Information shall also include tapes, transcripts, reports, papers, memos, statements, studies, charts, graphs or any other description, analysis or compilation of

data/information collected by any such equipment or Gatekeeper interview. Information shall be handled in accordance with the data de-identification and sharing process established in the FOQA program, except for already de-identified Information otherwise collected in the normal course of business and routine uses of Information as agreed to herein or by the SAC.

**19-G-1-f** “FOQA Monitoring Team” (“FMT”) is comprised of an equal number of Association and Company representatives, and includes: The Sr. Manager – FOQA and Technical Data, Sr. FOQA Analyst(s), Association Gatekeeper(s), FOQA/FSAP Committee Chairman. The FMT is responsible for the development of formal procedures required to implement and maintain the FOQA program. The FMT also conducts reviews of aggregate trend data to identify safety recommendations to stakeholders.

**19-G-1-g** “Operational Exceedance Event” is an event in which an aircraft is operated, as determined by FOQA Data, outside of mutually agreed upon tolerances developed by the FMT.

**19-G-1-h** “Operational Routine Event” is an event in routine operation of statistical interest, such as time into operation when flaps are retracted.

**19-G-1-i** “Gatekeeper” is the FMT representative who is primarily responsible for the security of Identified Data. The Gatekeeper can link FOQA Data to an individual flight or crewmember. The Gatekeepers shall be pilots appointed by the CASC Chairman, who are empowered to identify and interview crewmembers.

**19-G-2 FOQA Program**

**19-G-2-a** The design, implementation, and operation of a FOQA program shall be by mutual agreement between the Company and the Association. Any variation from the agreed upon FOQA program shall require the mutual agreement of the parties prior to implementation.

**19-G-2-b** The FMT shall oversee the day-to-day operations of the FOQA program and establish necessary policies and procedures to ensure compliance with the provisions of this Section 19.

**19-G-2-c** The design of the FOQA program shall ensure the confidentiality and ultimate anonymity of individual crewmembers.

**19-G-2-d** Any violation of the requirements of the FOQA program shall cause the FOQA program to be held in abeyance (data gathered but not processed) until the infraction is resolved by the SAC.

**19-G-2-e** The Company shall bear the full cost of the FOQA program to include Pilot expenses (e.g., hotel, per diem, conference fees, transportation) incurred when performing FOQA-associated duties.

**19-G-2-f** The Company shall provide for a minimum of one (1) Gatekeeper for each business day in the FOQA Lab pursuant to the Company required meeting provisions of LOA 21. Any future staffing needs shall be addressed by the SAC.

**19-G-2-g** Sufficient de-identified data shall be maintained to fulfill the requirements of the agreed-upon FOQA program. All de-identified data, and analyses of such data, shall be made available to the Company and the Association.

**19-G-2-h** The FMT shall establish exceedance values. The exceedance values shall be continually evaluated and any changes/additions/deletions shall require approval of the FMT.

**19-G-3 Data Retention/Security**

**19-G-3-a** FOQA program Information (identified or de-identified) shall not be released to any third party without SAC approval. The Federal Aviation Administration (“FAA”) may view de-identified data on Company property.

**19-G-3-b** Identifying Data shall be removed from Identified Data as soon as possible, but no later than thirty (30) days from the date of acquisition of the data by the Company.

**19-G-3-c** Any employee/agent who has contact with any Identified Data used in a FOQA program shall be prohibited from divulging any Identifying Data to any individual other than a Gatekeeper except as required by law, regulation, court order or legally binding directives of responsible government agencies. Any violation of the aforementioned process could result in the employee/agent being removed from the FOQA program.

**19-G-3-d** The SAC shall determine the access level for the FMT members and Gatekeepers, and shall also determine the parameters for validation. The parameter validation process may be delegated to the FMT.

**19-G-3-e** The release of Information, except as authorized in this Section 19, without expressed written consent of both parties is strictly prohibited. If either party discovers an unauthorized release they shall immediately notify the other party. The unauthorized release shall be immediately investigated and corrective action taken to protect all crewmembers, the Company, and to prevent additional release of data and/or information. It is expressly understood that the investigation of the unauthorized release of data as set forth in this Section 19 shall be conducted prior to either party's exercise of their rights under Section 19-G-2-d.

**19-G-4 Data Use**

**19-G-4-a** Only the specific designated Gatekeeper shall be authorized to identify/contact the individual crewmembers associated with any specific data.

**19-G-4-b** Any notes, memoranda, or other documents used by the designated Gatekeeper in any contact with any crew member concerning a specific FOQA event shall be considered Identified Data for purposes of this Section 19 and the FOQA program and shall be de-identified in accordance with Section 19-G-3-b. De-identified notes, memoranda, or other documents may be stored in a database for the purpose of tracking trends and root cause.

**19-G-4-c** At a minimum, the FOQA program may be used for evaluation of the following areas:

Safety

- Aircraft performance
- Aircraft system performance
- Crew performance
- Company procedures
- Training programs
- Training effectiveness
- Aircraft design
- ATC system
- Airport issues
- Meteorological issues
- Any other area mutually agreed to by the SAC

**19-G-4-d Data Use for Training**

**19-G-4-d-(1)** The SAC may approve procedures and use of collected FOQA Data for the purpose of enhancing Pilot training.

**19-G-4-d-(2)** De-identified aggregate FOQA Data may also be used for training purposes if approved by the SAC.

**19-H Flight Safety Action Program (“FSAP”)**

**19-H-1** FSAP shall be administered in accordance with the FSAP Memorandum of Understanding (“FSAP MOU”) between the Association, the Company, and the FAA.

**19-H-2** Any Pilot who has submitted an FSAP report that is accepted into the FSAP that results in his being removed from his schedule by the Company shall not have his PTC, or MPG reduced by such removal provided the Pilot continues to participate in the FSAP.

**19-H-3** If the Company fails to file a NASA ASRS report for an incident reported by a Pilot to the FSAP, and a resulting FAA enforcement action over that incident results in the Pilot suffering a loss of flight pay, the Company shall make the Pilot whole.

**19-I Flight Safety Investigation (“FSI”)****19-I-1 General**

**19-I-1-a** FSI is the method for reviewing any incident involving a Pilot that resulted in or had the potential to result in personal injury or property damage. As part of this review, a formal Pilot debriefing may be initiated at the discretion of the assigned Investigator-In-Charge (“IIC”), and if so, shall be initiated as soon as possible following the incident.

**19-I-1-b** The debriefing should determine the factors which contributed to the incident.

**19-I-2 Coordination with FSAP**



**19-I-2-a** Information obtained from the FSI process may be used to support FSAP’s Event Review Committee (“ERC”) investigation. Specific FSI roles and responsibilities are:

**19-I-2-a-(1)** To obtain all information required by the Company, the FAA and the National Transportation Safety Board (“NTSB”).

**19-I-2-a-(2)** To establish a standardized debriefing procedure for all crew debriefings to include specific roles and responsibilities.

**19-I-2-a-(3)** To ensure a consistency in the quality of the debriefings fostered by a checklist identifying a broad array of questions.

**19-I-2-a-(4)** To set consistent expectations as to the investigation objectives, conduct, documentation and actions taken to reduce or eliminate the risk of reoccurrence.

**19-I-2-b** ERC as used in Section 19-I includes only Company and Association participants.

**19-I-3 Responsibilities**

**19-I-3-a** Aviation Safety is the only Company representative to NTSB and foreign accident/incident authorities under ICAO Annex 13.

**19-I-3-b** Aviation Safety is responsible for:

**19-I-3-b-(1)** Determining if a Flight Safety debriefing is warranted. That determination shall not prevent the initiation of a Flight Safety Investigation nor shall it preclude the Chief Pilots’ Office (“CPO”) or Fleet management from performing a follow-up inquiry after learning that a Flight Safety debriefing is not scheduled.

**19-I-3-b-(2)** Assigning an IIC to coordinate the Pilot debriefing, provide direction to participants, and control the conduct of the debriefing. The IIC shall coordinate an Incident Review Conference (“IRC”) as described in Section 19-I-5 following completion of the Pilot debriefing.

**19-I-3-b-(3)** Providing required information to the NTSB.

**19-I-3-b-(4)** Preparing a written investigation summary and NTSB report if required and determining appropriate distribution.

**19-I-3-b-(5)** Augmenting Flight Safety staff with Quality Assurance investigators as required.

**19-I-3-c** Flight Standards’ responsibility is to:

**19-I-3-c-(1)** Provide technical and procedural expertise to the IIC.

**19-I-3-c-(2)** Provide the primary debriefing team member who is the Flight Standards, Fleet Technical Manager for the particular fleet type.

**19-I-3-c-(3)** Consult with the Chief Pilot if follow-up training is recommended.

**19-I-3-c-(4)** Interface with FAA/POI on developing appropriate procedural changes to address pertinent issues related to the incident as required.

**19-I-3-c-(5)** Provide feedback to the IIC on any planned changes to the Flight Manual and/or Flight Operations Manual.

**19-I-3-d** Flight Training’s responsibility is to:

**19-I-3-d-(1)** Provide a debriefing team member for the particular fleet type (if the Flight Standards FTM is not available) who may be either the Program Manager of Flight Operations Fleet Training or a Training Center Standards Captain.

**19-I-3-d-(2)** Provide appropriate training guidance to the IIC.

**19-I-3-d-(3)** Consult with the Chief Pilot if follow-up training is recommended.

**19-I-3-d-(4)** Interface with FAA/POI on developing an appropriate training syllabus to address pertinent issues related to the incident as required.

**19-I-3-d-(5)** Provide feedback to the IIC on any planned changes to the training program.

**19-I-3-e** The CPO’s responsibility is to:

**19-I-3-e-(1)** Determine if the crew should be placed on “NF” (no-fly status - paid) or remain in active flight status. A determination to place the crew in “NF” status is in no way a punitive or disciplinary action. “NF” status is determined by using the “Removal of Pilot From Schedule Criteria” and the “Human Factors Post Incident Evaluation” listed in the Flight Operations Business Manual.

**19-I-3-e-(2)** Consult with Flight Training, Flight Standards and the ERC, to determine if training is warranted following an incident involving flight safety.

**19-I-3-f** The CASC Chairman is responsible for:

**19-I-3-f-(1)** Providing an ERC debriefing team member, preferably one qualified in the same aircraft type (if unavailable a fleet coordinator or a fleet coordinator-qualified officer of the committee).

**19-I-3-f-(2)** Assisting the IIC in coordinating the Pilot debriefing and communicating the process to the crew.

**19-I-3-f-(3)** Guiding and representing the pilots through the FSI process. In the event of an NTSB or FAA investigation, the CASC Chairman shall coordinate with Association Legal as required to ensure the Pilot’s right to legal representation is ensured.

**19-I-3-f-(4)** Monitoring the FSI process, identifying safety hazards and providing other inputs into the Company's safety risk management and safety assurance processes.

**19-I-4** Debriefing Procedure

**19-I-4-a** The IIC is responsible for debriefing coordination, notification and control.

**19-I-4-b** The debriefing shall be accomplished only after the involved pilots’ FSAP reports have been accepted by the ERC. This may require the IIC to request the convening of a special ERC to address only the FSAP reports related to the investigation to support the timing of the debriefing.

**19-I-4-c** For pilots who were not removed from schedule, the debriefing shall occur during periods when the pilots are not on an active trip, unless agreed to by the pilots. Debriefs should be mutually convenient for all participants.

**19-I-4-d** Flight Safety debriefings shall usually be completed by a three (3) member (nonsupervisory) debriefing team comprised of the IIC (who shall lead the debriefing), a Fleet Management representative, and the CASC Fleet Coordinator or the CASC Chairman’s designee.

**19-I-4-e** The ERC shall be afforded the opportunity to participate in the debriefing. The ERC may submit questions prior to the debriefing in lieu of attendance. If the ERC does attend, the participants shall be adjusted accordingly. Example: If the ERC Association representative attends, the CASC Fleet Coordinator shall not attend. (Should circumstances warrant, an Association attorney, and/or the CASC Chairman may opt to participate in the debriefing.)

**19-I-4-f** Subject matter experts may be included at the IIC's discretion. Experts may include, but are not limited to, Fleet specific engineering expert, Senior Staff Investigator - Cabin Safety, Ground Safety Representative, and Company Air Traffic Control Representative.

**19-I-4-g** The IIC shall notify the Association CASC Chairman and debriefing team members of the debriefing time and provide a toll free conference call number for the debriefing. The IIC debrief shall not occur without an appropriate Association representative. In the event an appropriate Association representative cannot be contacted and/or when a significant event has occurred, the IIC shall notify the CASC Chairman or designee of the planned debriefing, in sufficient time to allow a CASC representative to be present at the debriefing.

**19-I-4-h** 19-I-4-h The debriefing shall be conducted in a non-confrontational seminar atmosphere. All debriefing team members have full opportunity to participate. Pilots shall be encouraged to participate in identifying methods to prevent reoccurrence. All Pilot accounts and notes of such accounts shall be considered an extended part of the FSAP report itself and afforded all the limits and protections of the original report.

**19-I-4-i** Every attempt shall be made to debrief the pilots only once. Flight Safety reserves the right to conduct a second debriefing in exceptional circumstances when additional information surfaces regarding a specific incident. In these cases, every attempt shall be made to debrief with the original debriefing team. In appropriate cases, as an alternate means to learn additional information, the IIC may submit questions to the pilots through the CASC representative in lieu of coordinating a second formal debriefing.

**19-I-5 Incident Review Conference (“IRC”)**

**19-I-5-a** Following the crew debriefing, the IIC shall initiate a call for the IRC to provide factual information related to the investigation. Unless previously agreed to by mutual consent, the following individuals shall be present on the IRC call:

Managing Director Aviation Safety or designated alternate

- Chief Pilot or designated alternate
- Managing Director of Flight Standards or designated alternate
- Applicable Senior Manager Training or designated alternate
- FAA Aircrew Program Manager (APM)
- The FSAP ERC
- Association Training Committee Chairman or designated alternate
- CASC Chairman or designated alternate

**19-I-5-b** During the IRC call, the IIC shall provide a review of the crew debriefing. In addition, the IIC shall provide any additional factual details that may have surfaced and have been verified since the time the debriefing was completed. The IIC shall answer any questions regarding factual information to help ensure that participants have a complete understanding of the incident.

NOTE: The presentation of the current facts surrounding the incident by the IIC only indicates the beginning of the FSI process and in no way should be construed as the completion of the investigation.

**19-I-6 Incident Follow-up Actions**

**19-I-6-a** The Chief Pilot shall determine whether follow-up training is required for the Pilot(s). Following the completion of the IRC, the following actions shall occur in sequence to ensure timely resolution:

**19-I-6-a-(1)** The Chief Pilot shall consult with the Managing Director of Flight Standards, the Managing Director of Training, the APM, and the Association MEC Training Committee Chairman to decide if training deficiencies were identified in the FSI.

**19-I-6-a-(2)** In the event that the Chief Pilot determines that action is required, the Chief Pilot shall forward that recommendation to the FSAP ERC.

**19-I-6-a-(3)** The ERC is responsible to ensure that any such recommendations adhere to principles outlined in the FSAP MOU.

**19-I-6-a-(4)** The ERC shall either approve or modify the recommendation of the Chief Pilot. The ERC shall give every consideration to the Chief Pilot’s recommendations.

**19-I-6-a-(5)** The Chief Pilot shall await the ERC's approval before acting on any proposed training.

**19-I-6-a-(6)** The Association ERC Representative shall notify the crew of the corrective actions from the IRC call before the Chief Pilot contacts the crew.

**19-I-6-b** Corrective action sessions are training, not testing or checking. Corrective action sessions shall not be used for disciplinary or punitive actions. Corrective training is not a punitive action. No record of the corrective action sessions shall be recorded. Flight Safety shall not participate in the decision making process, but shall be advised by the Chief Pilot of the actions taken, if any. The Association CASC Representative, and when appropriate

the LEC officers and or Association attorneys, shall represent the flight crew until all follow-up issues are resolved.

**19-I-7 Incident Documentation**

The IIC shall work closely with the debriefing team members and the responsible Division Representatives to identify all necessary corrective actions and the responsible Division shall implement prevention strategies as soon as practical. When the investigation is completed, the IIC shall document the complete investigation in accordance with the Aviation Safety Manual.

**19-J Line Operations Safety Audit (“LOSA”)**

**19-J-1 Definitions**

**19-J-1-a** The “LOSA program” is a recurring program that requires expert and highly trained observers to ride the flight deck jumpseat during regularly scheduled flights to collect safety related data on environmental conditions, operational complexity, and flight crew performance. Confidentiality of data and non-jeopardy assurance for pilots are fundamental to the program.

**19-J-1-b** The “LOSA Committee” shall consist of the Senior Vice President of Flight Operations, the VP of Safety or their designated alternates, and two representatives designated by the Association CASC Chairman. Any necessary subject matter experts may be included with the agreement of the LOSA Committee.

**19-J-1-c** The “LOSA Coordinator” shall be appointed by the LOSA Committee and shall be responsible for day-to-day oversight of the LOSA program and LOSA Observers.

**19-J-1-d** The “LOSA Training program” is a training program for training LOSA Observers that must be approved by the LOSA Committee.

**19-J-1-e** The “LOSA Observers” shall be selected by the Chief Pilot’s Office, approved by the respective Association LEC, and then validated by the LOSA Coordinator. LOSA Observers shall observe line crews on regularly scheduled flights. Selected individuals shall be trained under the direction of the LOSA Committee. At a minimum, LOSA Observer training shall consist of an approved training program. LOSA Observers shall be fully trained on LOSA ethics, Threat, Error and Undesired Aircraft State (“UAS”) Management concepts, observational coding and narrative write-up for contextual support, etiquette and rationale, and use of any forms and recording tools to include the protection of Identified Data (flight number/date, crew names, observer names, etc.).

**19-J-2 LOSA Program**

**19-J-2-a** The design, implementation, and operation of the LOSA program shall be determined by the LOSA Committee. Any variation from the agreed upon LOSA program shall require the mutual agreement of the parties prior to implementation.

**19-J-2-b** The LOSA Coordinator shall oversee the day-to-day operations of the LOSA program and establish necessary procedures to ensure compliance with the provisions of the LOSA program and this Section 19.

**19-J-2-c** The design of the LOSA program shall ensure the confidentiality and ultimate anonymity of individual crewmembers to the maximum extent possible.

**19-J-2-d** Data collected from the LOSA program shall be considered Information and comply with all the provisions of the LOSA program and this Section 19.

**19-J-2-e** All information derived from the LOSA program shall be shared among all members of the LOSA Committee.

**19-J-2-f** Any claimed infraction of the requirements of the terms of the LOSA program shall be promptly reviewed and investigated by the LOSA Committee. If an infraction is found, the LOSA Committee may suspend the LOSA program until the infraction is resolved to its satisfaction.

**19-J-2-g** The LOSA program shall be a voluntary, peer-to-peer observation of normal line operations, where crew participation is optional. Before conducting LOSA observations, LOSA Observers shall first ask the flight crew for permission to be observed. If any crewmember declines, the LOSA Observer shall not conduct the observation.

**19-J-2-h** The LOSA program shall include the following elements:

**19-J-2-h-(1)** LOSA observations shall be limited to regularly scheduled flights. Line checks, initial operating experience or other training flights shall not be used as LOSA observation flights.

**19-J-2-h-(2)** LOSA Observers are prohibited from recording names, flight numbers, dates, or any other information that can identify a crew or individual. LOSA Observers shall sign a confidentiality agreement with these stipulations. The purpose of the LOSA program is to collect safety data. LOSA data can never be used for disciplinary reasons. No observed Pilot shall be subject to any instruction, checking, discipline, discharge or enforcement action by the Company during or as a result of their participation in the LOSA program.

**19-J-2-h-(3)** A standard form shall be approved by the LOSA Committee for use during observation rides. No other notes or records of any kind shall be kept.

**19-J-2-h-(4)** In order to maintain confidentiality, the LOSA Committee shall maintain a trusted data repository. Absent approval of the LOSA Committee, only the LOSA Committee's final analysis, which shall not identify individual observations, shall be disseminated outside the LOSA Committee. Storage and access arrangements, including the identity of those who have access at any time to the records and/or data, must be agreed to in advance by the LOSA Committee. Any use of LOSA raw data or the "LOSA Data Query and Reporting Tool" software (or similar) shall remain under the exclusive control of the LOSA Committee and requires mutual agreement by the Company and Association members of the LOSA Committee.

**19-J-2-h-(5)** The final product of the LOSA program is data derived targets for enhancement based on emergent patterns in the data. It is then up to the LOSA Committee to develop an action plan based on these targets.

**19-J-2-h-(6)** Data Cleaning Roundtables shall include one Flight Standards representative, one designated Association representative, and one Instructor/Evaluator. Selection of Roundtable participants shall be by consensus of the LOSA Committee. In order to ensure data security the following provisions shall be implemented for the Roundtables:

**19-J-2-h-(6)-(a)** All members of the Roundtables shall sign a confidentiality agreement and shall be briefed regarding the restrictions on divulging LOSA data or information outside the LOSA Committee.

**19-J-2-h-(6)-(b)** LOSA reports shall not be distributed to or retained by members of the Roundtable.

**19-J-2-h-(6)-(c)** The LOSA Coordinator shall attend the Roundtables to ensure compliance with these restrictions.

**19-J-3 Information Security and Use**

**19-J-3-a** Any special studies or evaluations require approval by the LOSA Committee.

**19-J-3-b** No data derived from the LOSA program shall be shared with any government agencies, including any FAA personnel, unless required by law, regulation, court order, or legally binding directives of responsible government agencies or unless expressly agreed to in writing by the Association. Government agencies may be given access to de-identified data on Company property if expressly agreed to in writing by the Association, or if otherwise required by law, regulation, court order or directive.

**19-J-3-c** Any information that could be used to identify the crew shall not be recorded.

**19-J-3-d** LOSA participants, including the Company, the Association, and vendors shall enter into confidentiality agreements prior to their participation in the LOSA program. Any individual who has contact with any Identifying Data used in the LOSA program shall be prohibited from divulging any Identifying Data outside the LOSA Committee, except as required by law.

**19-J-4 General**

**19-J-4-a** The Association members of the LOSA Committee, the LOSA Coordinator, and any other Association LOSA participants shall be paid per the Company-required meeting provisions of LOA 21.

**19-J-4-b** A LOSA Observer who has conducted a LOSA observation in the ninety (90) days prior to the date he lapses currency shall not be subject to the provisions of Section 20-R.

**19-J-4-c** LOSA observers shall be boarded as jumpseaters after Company pilots.

**19-K Fatigue Risk Management System (“FRMS”)**

The FRMS shall be administered in accordance with the FRMS Letter of Agreement between the Association and the Company.





## **Section 20 - Allocation, Assignment and Scheduling of Flying**

### **20-A General**

**20-A-1** The Company shall be responsible for allocation of hours, construction of trips, Duty Period assignment, assignment to Base(s) of all trips (including charters), lines of flying, and all known Open Flying in accordance with the provisions of this Agreement. At SSC request, the Company shall discuss the revision of trips, Duty Period assignment or assignment to Base(s).

**20-A-2** Pilot Bases. The geographical location of a Pilot Base(s) and designation of Equipment type to be flown from each Base(s) shall be determined by the Company after discussions with the SSC.

**20-A-3** A Pilot who has restrictions regarding with whom he may fly (e.g., over Age 60, low-time pilots, etc.) may be denied an assignment to ensure compliance with such restrictions. If changes to existing assignments are necessary to comply with such restrictions, the reassignment provisions of Section 20-F shall apply. If a choice of which Pilot to reassign exists, the reassignment shall be offered on a seniority basis, and if no Pilot volunteers, then the reassignment shall be made on an inverse seniority basis.

#### **20-A-4 Call-Out Time**

**20-A-4-a** A Reserve in a Short Call window or a Lineholder in a telephone availability window must be able to report for duty (call-out time) no more than two hours and thirty minutes (2:30) after the Company's initial attempt at contact. Consideration shall be given to heavy traffic, construction, and similar circumstances. When the call-out time is less than three (3) hours, to effectuate an on-time Departure the Pilot may elect to pay for parking closer to the terminal and shall be reimbursed for such expense. Additionally, at Bases with co-terminals, consideration shall be given if the Pilot is given an assignment that reports at an airport that is not the primary airport of the Base.

**20-A-4-b** If a Pilot accepts and fulfills a call-out time requirement that is from one hour thirty minutes (1:30) to two hours fifteen minutes (2:15) of the Company's initial attempt at contact, he shall receive one (1) hour of Add Pay. If a Pilot accepts and fulfills a call-out time requirement that is less than one hour thirty minutes (1:30) of the Company's initial attempt at contact, he shall receive two (2) hours of Add Pay.

**20-A-4-c** The Company may reduce the ninety (90) minute report time for a Duty Period that begins with a Global Flight by up to thirty (30) minutes but by no more than is required to achieve a two hour thirty minute (2:30) call-out time (or less, in accordance with Section 20-A-4-b). The parties acknowledge that in some cases this reduced report time may be insufficient.

**20-A-5** Buffers. The Company may apply buffers to contractual scheduling rules and to FAR, including to contractual scheduling rules and FAR that impact reserve assignment order.

**20-A-5-a** Buffers that impact Pilot schedule improvement (that is, Monthly Schedule Preferencing, Trip-Trading and reserve aggressive pickups) shall be published and the Company shall provide the SSC the opportunity to consult with and make

recommendations to such buffers. If the SSC disagrees with such buffers, it may appeal to the SVP of Flight Operations and both the Company and the SSC shall provide documentation necessary to support their positions; however, the Company shall make the final determination.

**20-A-5-b** Buffers shall not be increased for the purpose of denying a Pilot the ability to increase his pay. Buffers used by the Company when making reserve assignments or when approving out-of-silo aggressive pickups shall not be greater than those applied to automated transactions (that is, Trip-Trading, reserve aggressive pickup, SRM, etc.).

**20-A-6** The Company may always bypass a Reserve for assignment, or assign a Reserve and later remove him from that assignment, if another Reserve can protect an on-time Departure or reduce a delay. If a Reserve is assigned and later removed, he shall be entitled to call out pay (whether he actually reports or not), in accordance with Section 3-C-3-g. When administering this Section 20-A-6, the Company must notify Reserves in the proper order but is not required to wait for call-backs.

**20-A-7** The Company may bypass a Lineholder for assignment if another Lineholder can protect an on-time Departure or reduce a delay. When administering this Section 20-A-7, the Company must notify Lineholders in the proper order but is not required to wait for call-backs.

**20-A-8** Unless otherwise stated, all time references in this Agreement shall refer to a Pilot's Base time.

**20-A-9** Assignment or reassignment limitations contained in this Section 20 are waivable with Pilot concurrence.

**20-A-10** A Pilot who operationally flies into a vacation period shall have the lost vacation day(s) added to the end of the vacation period. The Pilot may waive this provision.

**20-A-11** A Pilot's schedule assignment is an individual assignment. Each Pilot shall fly his assigned schedule unless deviation is permitted or required by the Company or the application of this Agreement.

**20-A-12** If a Reserve is sick on a disrupted day (FDO, RDO, VDO or CDO) on which he performed no flight duty, any previous day-off adjustments shall be reversed and sick leave shall not be debited for that day. If the disrupted day was a VDO, the Add Pay shall be removed. If the disrupted day was a CDO, his MPG shall be reduced by one (1) hour. If the disrupted day is an FDO, the Company may decide to not apply this provision.

**20-A-13** If a Reserve is unavailable to begin an assignment on the day prior to a CDO(s) and the Company did not initiate or cause the unavailability (e.g., sick leave, military leave), the Reserve's MPG shall be reduced by one (1) hour for each such CDO(s).

**20-B Preparing for Monthly Schedule Preferencing**

**20-B-1** Changes to trips used in Monthly Schedule Preferencing that are made between initial publication and seventy-two (72) hours prior to the time that bidding for Monthly Schedule Preferencing closes shall be reflected in Monthly Schedule Preferencing. The SSC shall determine which Trip changes shall be communicated.

**20-B-2** Notwithstanding Section 20-B-1, changes to trips which are scheduled to operate from one Bid Period ("Bid Period A") into the next Bid Period ("Bid Period B") that are made prior to the time that bidding for Monthly Schedule Preferencing closes for "Bid Period B" shall be reflected in Monthly Schedule Preferencing. If a revision is made within forty-four (44) hours of the time that bidding for Monthly Schedule Preferencing closes for "Bid Period B", the Company shall call the affected Pilot(s) (and leave a message, if necessary) to advise him of the revision.

**20-B-3** If an absence or activity causes a Pilot's Trip or other activity that starts in "Bid Period A" and ends in "Bid Period B" to be dropped and if schedule bidding for "Bid Period B" has not yet closed, then during Monthly Schedule Preferencing for "Bid Period B" he shall not have any carry-in (Line Credit or pay value) in "Bid Period B". Further, the Pilot shall not be unavailable in "Bid Period B" due to such Trip or activity drop.

**20-B-3-a** For example, a Pilot has a four (4) day Trip, two days in "Bid Period A" and two days in "Bid Period B", and he receives a vacation drop before schedule bidding for "Bid Period B" has closed. He shall receive vacation pay in accordance with Section 11-G for the portion of the pay value of the Trip that occurs in "Bid Period A". During Monthly Schedule Preferencing for "Bid Period B", he shall not have any carry-in (Line Credit or pay value) in "Bid Period B" and he shall be available for the first two days in "Bid Period B" (unless made unavailable for a reason other than the vacation drop).

**20-B-3-b** This Section 20-B-3 shall not be applied to a Trip drop caused by an ALPA or Company business absence or activity.

**20-B-4** Absence and activity changes can be made until forty-four (44) hours prior to the time that bidding for Monthly Schedule Preferencing closes. Within such forty-four (44) hour period, absence and activity changes shall be held until after monthly schedules have been awarded, unless the Company and the Pilot agree otherwise. Notwithstanding its earlier agreement, the Company may at any time in the bidding and awarding process remove an absence or activity change which was entered within such forty-four (44) hour period.

**20-B-5** Forty-four (44) hours prior to the time that bidding for Monthly Schedule Preferencing closes, any 20-F availability days in the Bid Period being preferred shall be canceled.

**20-B-6** Active/inactive and Category changes may continue to be made until the awarding process for that Category begins.

**20-C Monthly Schedule Preferencing**

**20-C-1 Timeline.**

**20-C-1-a** Schedule bidding shall open no later than 1700 CT on the sixth (6th) calendar day of the month and shall close at 1000 CT on the twelfth (12th) calendar day of the month.

**20-C-1-b** By Equipment-Base, Captain monthly schedule awards shall run prior to First Officer monthly schedule awards. Captain schedule awards shall be completed no later than 2359 CT on the fifteenth (15th) calendar day of the month. First Officer schedule awards shall be completed no later than 2359 CT on the seventeenth (17th) calendar day of

the month. Monthly schedule awards for each Category shall be published in PBS when completed.

**20-C-1-c** In the event of a catastrophic failure, a rerun or restart shall be initiated and a joint decision between the Company and the SSC shall be made on extending the publishing deadlines.

**20-C-1-d** Modification to the timeline, including re-runs, may be made by mutual agreement between the Company and the SSC.

**20-C-2** All trips starting in the Bid Period shall be posted for preferencing and awarded by this process, except for the following:

**20-C-2-a** Trips awarded to Line Check Airmen, but no more than seventy-five percent (75%) of the anticipated OE requirement, may be removed from the pool of trips available to be awarded to First Officers and set aside for use as OE trips.

**20-C-2-b** Up to three percent (3%) of the Line Credit in any Category may remain unassigned, to facilitate trip-trading with Open Flying. Trips set aside for use as OE trips under Section 20-C-2-a shall not count towards this limit.

### **20-C-3 Preferencing**

**20-C-3-a** A Pilot shall be included in Monthly Schedule Preferencing in the Category he will be in on the first day of the Bid Period being preferenced, except that if a Pilot is scheduled for initial, transition or requalification training that includes the first day of the Bid Period being preferenced, he shall be included in Monthly Schedule Preferencing in the Category for which he is training.

**20-C-3-b** If a Pilot has availability in a Category other than the Category in which he was included in Monthly Schedule Preferencing or if his availability was not known until after bidding for Monthly Schedule Preferencing has closed, the Company shall construct a reserve line for the days he is available, pro-rated if necessary, for the Pilot.

**20-C-3-c** When a Pilot is included in Monthly Schedule Preferencing in the Category for which he is training and he requires OE, the following shall apply:

**20-C-3-c-(1)** If fifteen (15) hours or less of OE is required, up to ten (10) days shall be blocked immediately after the date the Pilot is projected to complete training.

**20-C-3-c-(2)** If more than fifteen (15) hours of OE is required, up to fourteen (14) days shall be blocked immediately after the date the Pilot is projected to complete training.

**20-C-3-c-(3)** These blocked days shall be added to a Pilot's schedule before bidding for Monthly Schedule Preferencing closes.

**20-C-3-c-(4)** Once the Pilot has successfully completed his OE, the Pilot shall fly the remainder of his awarded schedule.

**20-C-3-c-(5)** If there are blocked days remaining after the Pilot completes the OE, he has no obligation to the Company on those days.

**20-C-3-d** During Monthly Schedule Preferencing, a Pilot shall have the opportunity to indicate to the Company which trips and criteria he desires. Any Pilot may preference a reserve schedule for the Bid Period.

**20-C-3-e** A Pilot who fails to enter a monthly preference shall be awarded a schedule based on the Pilot's standing bid or, if no standing bid is entered, then based on the default bid as predetermined by the SSC for each Category. The SSC shall advise the Company of any changes to default bids no later than five (5) business days prior to the opening of Monthly Schedule Preferencing. The Company shall publish these default bids.

**20-C-4 Awarding**

**20-C-4-a** Pilots shall be awarded a schedule within their Category in accordance with their seniority.

**20-C-4-b** Without SSC concurrence, the Company shall not use the PBS software (i.e. the "drag and drop" interface) to manually alter the final PBS solution.

**20-C-4-c** Awarded schedules shall provide reasonable expectancy of schedule reliability.

**20-C-4-d** The Company shall use Jeppesen or a similar mutually agreed upon product for the PBS application. If the Company desires a different product or vendor, ALPA shall not unreasonably withhold its consent, and shall only withhold its consent for issues directly related to the capabilities or design of the new system under consideration; specifically, ALPA shall not withhold its consent for unrelated issues. The Company shall not make any changes to the PBS awarding logic or bidding interface unless mutually agreed upon.

**20-C-5 Line Production Average (LPA)**

**20-C-5-a** At the opening for Monthly Schedule Preferencing, the Company shall publish each Category's LPA, which shall be based on its best estimate of what the LPA may be at the end of bidding, and estimates for other parameters such as the line construction range.

**20-C-5-b** No later than forty-two (42) hours prior to the close of schedule bidding, the Company shall publish each Category's updated LPA (which value must comply with Section 5-B-1-a), its final line construction range, and updated estimates for the G Line and other associated parameters.

**20-C-5-c** The LPA calculated from the inputs and parameter settings used for actual schedule awarding, but excluding Pilot bids, must adhere to the following tolerances when compared to the updated LPA from Section 20-C-5-b. While adhering to such tolerances this calculated LPA may fall outside the limits specified in Section 5-B-1-a. For purposes of this Section 20-C-5-c, 'line-eligible pilots' shall be the number of pilots above the G Line, excluding those who are unavailable for the full Bid Period, and "Build Range" is the Category's line construction range.

Line-Eligible Pilots	Tolerance
200 or more	± [0.5]
100 to 199	± [Build Range ÷ 16 × 1.0]
40 to 99	± [Build Range ÷ 16 × 1.25]
Less than 40	± [Build Range ÷ 16 × 2.5]

**20-C-5-d** When complying with Section 20-C-5-c, the Company may assume that up to seventy (70) hours of Line Credit shall remain unassigned (or up to seventy (70) additional hours, if some number of hours was already assumed; however, in no case shall the assumption exceed the number of hours permitted in Section 20-C-2-b). However, the Company must then allow an equivalent number of hours to be unassigned in the award run.

**20-C-5-e** If the Company does not utilize the provision in Section 20-C-5-d, or if it does utilize the provision but not to the full seventy (70) hours, to improve the run (time permitting) it shall give consideration to an award solution that has a number of unassigned hours from the number used in Section 20-C-5-d (including zero) to seventy (70), but it need not accept such a solution if there is a valid reason not to (general coverage concerns is a valid reason).

**20-D After Monthly Schedule Preferencing**

**20-D-1** Full lines which become available after the completion of Monthly Schedule Preferencing may be assigned to Reserves, according to their seniority, who have indicated during Monthly Schedule Preferencing a desire for a move-up line; except that any Reserve who desires to remain a reserve may, within seventy-two (72) hours after the completion of Monthly Schedule Preferencing, advise the Company that he desires to keep his reserve schedule; in which case he shall not be moved up under this provision. To be eligible to be moved up, a Reserve must be available for a full Bid Period. "Available for a full Bid Period" as used herein means a Reserve who, at the time schedule awards are made, is not planned to be absent for any reason except (1) training of less than five (5) days; (2) ALPA duty; (3) no more than one weekend (or equivalent) military absence or (4) Company business.

**20-D-2** If, at any time, a partial line becomes available, such partial line may be offered to Reserves, in seniority order, who are available for all of the flying.

**20-D-3** Errors made in Monthly Schedule Preferencing shall be handled according to the following process:

**20-D-3-a** A Pilot must file a dispute within five (5) days after the completion of Monthly Schedule Preferencing. Filing a dispute does not affect a Pilot’s ability to grieve.

**20-D-3-b** A Dispute Resolution Committee (DRC) shall consist of two members from ALPA and two members from the Company. The DRC shall have access to any systems tools that are necessary to validate each dispute. For all valid schedule errors, the DRC shall have full

discretion to determine the appropriate remedy to make the Pilot whole and shall have access to any systems tools that are necessary to determine the appropriate remedy, if any. Remedies shall relate directly to the error that occurred and only to the directly affected Pilot, and shall not include removing trips from the schedules of other pilots.

**20-D-4** If an error occurs after Monthly Schedule Preferencing that results in a Pilot losing flying, when the error is discovered he may be given an assignment under Section 20-F-1. The Pilot's Line Pay Value shall be the greater of his Line Pay Value as it existed before the error was repaired or his Line Pay Value after he completes his Section 20-F-1 obligation.

**20-D-5 Days Off Adjacent to Vacation.**

Within seventy-two (72) hours after Monthly Schedule Preferencing is completed, a Pilot may elect to protect some or all of his days off before and after a vacation period that was included in Monthly Schedule Preferencing, subject to the following:

**20-D-5-a** A Lineholder or Basic Reserve may not protect the first day off occurring before the vacation period.

**20-D-5-b** A Global Reserve may not protect the first two (2) days off occurring before the vacation period.

**20-D-5-c** The protected days must be continuous and adjacent to the vacation period.

**20-D-5-d** Without Company concurrence, a Lineholder may not pick up or trade for a Trip that overlaps the protected days and/or the day off before the protected days.

**20-D-5-e** Without his concurrence, a Pilot may not be given an assignment or reassignment that infringes on protected days.

**20-E System Schedule Committee**

**20-E-1** A System Schedule Committee ("SSC") shall be composed of four (4) Pilot representatives, one of whom shall be designated as Chairman. These pilots may also be Local Schedule Representatives. Each month the SSC shall meet with the designated Company representatives to review and make recommendations to the Company regarding Trip construction, the allocation and assignment of flying and lines of flying. Members of the SSC, or their designees, may observe, review and provide input during schedule awarding. In addition, a minimum of one (1) scheduling representative from each Base shall be given the opportunity to review the construction of trips. Each month, the Company shall schedule the SSC meeting to coincide as closely as possible with the anticipated dates of the opening of monthly bidding. This SSC meeting shall be at least three days; however the meeting may be extended by agreement due to problems with schedule awarding. Meetings may be on different dates for some or all fleets. Additional meetings may be held by mutual agreement. It is the intent that this SSC shall have the opportunity to consult with and make recommendations to the Company on the allocation of flying, assignment and reduction of flying to Pilot Bases. When considering the allocation of flying, assignment and reduction of flying to Pilot Bases, the seniority of the pilots involved shall be taken into account, so long as efficient utilization of pilots and stability of Pilot employment at the Bases are achieved and economy of operations and working conditions are not unreasonably affected.

**20-E-2** All information pertinent to the allocation, assignment, and scheduling of flying shall be provided to the SSC on a timely basis. In addition, the Company shall provide the SSC with requested information and provide test runs to address issues such as misawards. The Company shall provide PBS Planner Interface Training for members of the SSC upon request by the SSC Chairman. It is understood by the parties that some information may be identified by the Company as "privileged". The SSC and the MEC Officers agree to keep this information confidential until informed otherwise by the Company.

**20-E-3** In the event unforeseen circumstances arise which would necessitate discussions with the SSC in compliance with the provisions of this Section 20, the Company shall communicate with the SSC via conference call prior to taking any actions.

**20-E-4** The Company and the SSC shall continue efforts to develop and improve computer programs to provide for more efficient scheduling of pilots. It is agreed and understood that mutual agreement between the Company and the SSC must be reached prior to the implementation of any such program. The Company agrees to correct any PBS program errors and to make any mutually agreed upon changes in a timely manner. The need for future meetings with the PBS provider shall be addressed in accordance with established SSC review processes.

**20-E-5** If changes to planned flying occur too late to be included in pilots' schedules and such changes result in the need to modify a Pilot's awarded schedule(s), the Company shall offer the SSC the opportunity to consult with and make recommendations regarding the appropriate manner to accomplish the necessary modifications.

**20-E-6** In the event unresolved scheduling problems arise, the SSC may appeal the matter to the Senior Vice President-Flight Operations.

**20-F Assignment or Reassignment After Loss of Flying, Training Assignment or Other Absence and Activity**

**20-F-1 Loss of Full Trip or Originating Segment of Trip**

When a Pilot loses a full Trip or the originating portion thereof, due to a schedule repair, being out of position, cancellation, consolidation or Equipment substitution, regardless of whether he has reported for the Trip, he may be assigned or reassigned by the Company as follows:

**20-F-1-a Prior to Scheduled Report Time.** If he is advised of the loss of his flying prior to his scheduled report time for such flying, the Company shall at that time exercise one of the following; except that if the loss of his flying is due to the suspension of operations at his Base, the Company shall exercise one of the following within two (2) hours after operations are resumed:

**20-F-1-a-(1)** Convert the day(s) on which the lost Trip operated to availability ("AV") day(s). Until 1500 on the day prior to the first AV day, the Company may give him a flight assignment or assignments, including additional flying to assignments already made, on that AV day(s). Flight assignments, once made, may only be removed with Pilot concurrence.



**20-F-1-a-(2)** Require him to deadhead to any point to connect with the remainder of his scheduled assignment.

**20-F-1-a-(3)** If the loss of his flying occurs after 1300 on the day prior to the scheduled Departure of the Trip lost, require him to be telephone available for a period not to exceed four (4) hours for a potential flight assignment. Such four (4) hour telephone availability period shall occur after an Off-Duty Period of at least ten hours and forty-five minutes (10:45) (or less, with Pilot concurrence) and shall start no earlier than four (4) hours prior to the scheduled Departure time of the Trip lost and shall end no later than the scheduled release time of the Trip lost.

**20-F-1-a-(4)** Give him a new assignment.

**20-F-1-a-(5)** Require him to report to the airport for a four (4) hour Field Standby assignment; such four (4) hour Field Standby assignment shall commence at the scheduled Departure time of the Trip he has lost.

**20-F-1-a-(6)** If the Pilot is a Reserve, give him a short-call reserve assignment that begins no earlier than the report time of the lost Trip.

**20-F-1-a-(7)** Relieve him from responsibility under the provisions of this Section 20-F. In such case, if the Pilot is a Reserve, he shall return to long-call.

**20-F-1-a-(8)** Any assignment given under this Section 20-F-1-a, including a deadhead to connect to the remainder of his scheduled assignment, cannot be scheduled to depart prior to 1800 or three (3) hours before the Pilot's originally scheduled Departure, whichever is earlier.

**20-F-1-a-(9)** If the lost flying was originally assigned under Section 20-H-5, or Step Five or Step Six of Section 20-I, the Add Pay the Lineholder received under those provisions shall be removed. Instead, the 100% Add Pay percentage he was entitled to under the original assignment shall apply to the scheduled pay value of the replacement Trip(s) he performs in conjunction with his obligation under Section 20-F-1-a. Section 20-L-6 shall not apply to such Lineholder.

**20-F-1-a-(10)** If the lost flying was originally assigned under Section 20-H-4, the Add Pay the Lineholder received under that provision shall be removed. Instead, the Add Pay percentage he was entitled to under the original assignment shall apply to the scheduled pay value of the replacement Trip(s) he performs in conjunction with his obligation under Section 20-F-1-a. If the Add Pay percentage he was entitled to under the original assignment is 100%, Section 20-L-6 shall not apply to such Lineholder. If such Add Pay percentage is seventy-five percent (75%), Section 20-L-6-a shall not apply and Section 20-L-6-b shall apply but at twenty-five percent (25%). If such Add Pay percentage is fifty percent (50%), Section 20-L-6-a shall not apply and Section 20-L-6-b shall apply without modification.

**20-F-1-b After Scheduled Report Time.** If he is advised of the loss of his flying after his scheduled report time for such flying, the Company shall exercise one of the following within two (2) hours of the time he was advised of the loss of his flying; except that if the

loss of his flying is due to the suspension of operations at his Base, the Pilot may be released from duty and the Company shall exercise one of the following within two (2) hours after operations are resumed:

**20-F-1-b-(1)** Require him to deadhead to any point to connect with the remainder of his scheduled assignment.

**20-F-1-b-(2)** Reassign him other flying within that Duty Period.

**20-F-1-b-(3)** Give him a new assignment after being given an Off-Duty Period of at least ten hours and forty-five minutes (10:45) (or less, with Pilot concurrence).

**20-F-1-b-(4)** Require him to be telephone available for a period not to exceed four (4) hours for a potential flight assignment; such four (4) hour period shall occur after an Off-Duty Period of at least ten hours and forty-five minutes (10:45) (or less, with Pilot concurrence).

**20-F-1-b-(5)** If the Pilot is a Reserve, require him to remain at the airport for a four (4) hour Field Standby assignment; such four (4) hour Field Standby assignment shall commence at the scheduled report time of the Trip he has lost.

**20-F-1-b-(6)** Relieve him from responsibility under the provisions of this Section 20-F. In such case, if the Pilot is a Reserve, he shall return to long-call.

**20-F-1-c** Any assignment or reassignment given a Pilot under the provisions of Sections 20-F-1-a or 20-F-1-b must comply with the following limitations:

**20-F-1-c-(1)** It cannot be scheduled to interfere with the Pilot's next scheduled day off. If a Reserve receives an assignment or reassignment under Section 20-F-1-b, it must also comply with Section 20-L.

**20-F-1-c-(2)** If it produces any new Off-Duty Periods at the Pilot's Base during the period of his original assignment, the Pilot shall, upon request, be provided a local hotel room.

**20-F-1-c-(3)** If it is scheduled to interfere, or does interfere in the Actual Operation, with the Pilot's next scheduled Trip, the loss of such next Trip shall subject him to assignment or reassignment under this Section 20-F.

**20-F-1-d** If a Pilot is assigned an AV day, a telephone availability period, or Field Standby period, and is not utilized, the Pilot is relieved of responsibility under this Section 20-F-1.

**20-F-1-e** The Company may, at any time, split Open Trips to make flight assignments or reassignments under Section 20-F-1.

**20-F-2 Loss of Segment After Originating Segment of Trip**

When a Pilot loses any portion of a Trip other than the originating segment, regardless of whether he has reported for the Trip, he may be reassigned to other known Open Flying, including deadheading to such flying, in accordance with Section 20-L.

**20-F-2-a** A Pilot who is unable to return to his Base within the time limits set forth in Section 20-L as a result of the suspension of operations, either at his Base or at the airport at which he lost his scheduled flying, may, when operations are resumed, be reassigned to

other known Open Flying which shall expediently return him to his Base, otherwise, he may be deadheaded to his Base.

**20-F-2-b** If the reassignment given above interferes with the Pilot's next scheduled Trip, the loss of such next scheduled Trip shall subject him to assignment or reassignment under Sections 20-F-1-a or 20-F-1-b.

**20-F-3** Notwithstanding Sections 20-F-1 and 20-F-2, if a change to the applicable airline system schedule causes a Trip or trips to change, and, according to Sections 20-B-1 and 20-B-2, it is too late to include the changed Trips in Monthly Schedule Preferencing, the affected pilots may be assigned other flying as follows:

**20-F-3-a** The changes to lines of flying shall be limited to the fewest number of lines consistent with efficient scheduling and those affected pilots shall be notified as soon as possible after the changes are made.

**20-F-3-b** The primary effort shall be to assign the revised Trip on the same day(s) the Pilot(s) was scheduled to fly. No revised lines may exceed ninety (90) Line Credit hours.

**20-F-3-c** If an assignment produces any new Off-Duty Periods at the Pilot's Base during the period of his original assignment, the Pilot shall, upon request, be provided a local hotel room.

**20-F-3-d** A Pilot who is assigned a line with fewer Duty Periods than were contained in his original line may, at the time of initial notification of the revision, be given Section 20-F-1-a-(1) or 20-F-1-a-(3) assignments, as appropriate, on days he was originally scheduled to fly. The Company shall make such assignments available as far in advance as possible.

**20-F-3-e** Should the schedule change result in a reduction of flying at the Base equivalent to one Line of Flying or more, any Pilot who loses all of his flying may be assigned a reserve schedule which shall retain the days off he had in his original line.

**20-F-3-f** The SSC shall be afforded the opportunity to consult with and make recommendations on schedule revisions.

**20-F-3-g** No more than five percent (5%) of Pilot schedules, as measured on a Category basis, shall be subject to assignment under this provision in any one Bid Period. Should an occasion arise which requires revision to more than five percent (5%) of schedules, all assignments must be made under the provisions of Section 20-F-1.

**20-F-3-h** Notwithstanding the five percent (5%) limit above, in the event of a major disruption to service outside of the Company's control (such as that created by the 1981 Air Traffic Controller's strike), the Company may revise schedules to the extent necessary to maintain the highest level of service possible. In such event, the Company shall work closely with the SSC to ensure that passenger schedule integrity is maintained without imposing unnecessary disruption on pilots' schedules.

**20-F-4** When the Company cancels or terminates a training assignment of five (5) days or more that was included in Monthly Schedule Preferencing (excluding recurrent training), it shall be handled as follows:

**20-F-4-a** The Company shall construct an initial schedule based on the prorated duty days. On each work day, Lineholders may be assigned a period of telephone availability of four hours in duration, Field Standby or flying. Such assignments shall be made when the initial schedule is constructed. Reserves shall be given a prorated number of reserve days.

**20-F-4-b** Within seventy-two (72) hours of construction, the Pilot may contact the Company and rearrange one-half (1/2) of his days off (rounded up) as follows:

**20-F-4-b-(1)** For a full month absence, the Pilot must designate two (2) blocks of days off;

**20-F-4-b-(2)** For a partial month, the Pilot may designate only one (1) block of days off, with a maximum length of five (5) days;

**20-F-4-b-(3)** When the proration results in only two (2) days off, the Pilot can elect to place a single day off. The Company may place the remaining day off at its discretion;

**20-F-4-b-(4)** After the Pilot designates his days off, the Company may rebuild the remaining schedule around those days;

**20-F-4-b-(5)** If the Pilot contacts the Company after 1300 on the day before the report time of a Trip or other duty already on his schedule, the Pilot may only move the Trip or first three (3) days of duty with Company concurrence.

**20-F-4-b-(6)** The Pilot is not eligible to place days off on a Holiday unless there is a Pilot junior to the affected Pilot (in Category) who was awarded the Holiday off.

**20-F-4-b-(7)** After the Pilot's schedule rearrangement is complete, the Company may give the Pilot a set of new assignments, in accordance with Section 20-F-4-a.

**20-F-4-c** The provisions of Section 20-F-7 shall apply.

**20-F-5** When the Company cancels or terminates recurrent training or a training assignment of less than five (5) days that was included in Monthly Schedule Preferencing, then duty days shall coincide with the originally scheduled training days. On each day, Lineholders may be assigned a period of telephone availability of four hours in duration, Field Standby or flying. Such assignments shall be made when the Pilot is notified of the cancellation. Reserve pilots shall be given reserve day(s). The provisions of Section 20-F-7 shall apply.

**20-F-6** Cancellation of training, when the cancellation was not initiated by the Company, or the cancellation of any other absence or activity (e.g., sick leave, military leave), that was included in Monthly Schedule Preferencing shall be handled as follows:

**20-F-6-a** The Company shall construct an initial schedule based on the prorated duty days. Lineholders may be assigned periods of telephone availability of four hours in duration, Field Standby or flying. Such assignments shall be made when the initial schedule is constructed. The period of telephone availability for training cancellation is for each duty day; otherwise the period of telephone availability is only on the first day of a period of duty days. Reserves shall be given a prorated number of reserve day(s).

**20-F-6-b** Within seventy-two (72) hours of construction, the Pilot may contact the Company and rearrange his schedule at his discretion. Rebuilt schedules must consist of three (3) to five (5) consecutive duty days (unless proration results in a lesser amount of duty days). If the Pilot contacts the Company after 1300 on the day before the report time of a Trip or other duty already on his schedule, the Pilot may only move the Trip or first three (3) days of duty with Company concurrence.

**20-F-6-c** After the Pilot's schedule rearrangement is complete, the Company may give the Pilot a set of new assignments, in accordance with Section 20-F-6-a.

**20-F-6-d** The provisions of Section 20-F-7 shall apply.

**20-F-7** The following provisions shall apply to Sections 20-F-4, 20-F-5 and 20-F-6:

**20-F-7-a** If the affected Lineholder picks up or is assigned Open Flying that fully covers a period of days owed, he shall have no further responsibility to the Company for that period. If he picks up or is assigned Open Flying that partially covers a period of days owed, with Company concurrence he shall have no further responsibility to the Company for that period.

**20-F-7-b** The telephone availability period, Field Standby or Trip report time shall begin no earlier than 1000 on the first (1<sup>st</sup>) day.

**20-F-7-c** The telephone availability period or Field Standby shall end no later than 1800 on the last day.

**20-F-7-d** The above procedures may be modified with mutual concurrence between the Pilot and the Company.

**20-F-8** If a training assignment that was not included in Monthly Schedule Preferencing cancels or terminates earlier than planned, a Lineholder may be given replacement assignments, under the provisions of Section 20-F-1, on those days on which he had underlying Trips published in his awarded schedule. A Reserve shall return to his original reserve schedule.

**20-F-9** With concurrence of both the Company and the Pilot, alternate processes may be used.

## **20-G Open Flying**

**20-G-1** Open flying being covered shall be described to the Pilot at the time of assignment. If such assignment is revised at any time prior to initial scheduled Departure of that assignment, the Pilot shall be notified as soon as possible.

**20-G-2** Assignment of pilots to Trips shall be made based on the scheduled or planned Departure times of the Trips at the time of the assignment. Subsequent changes in Departure time of Trips shall not change such assignment of pilots to Trips unless additional irregularities in crew assignments shall result.

**20-G-3** In the assignment of Open Flying, Trips may be combined with other Open Trips at any location at the time of original assignment. The Company may split Open Trips at any time, if it deems it necessary to cover such Open Trips.

**20-G-4** If, because of irregular operations, a Pilot is in position to fly his regularly scheduled Trip after it has been assigned as an Open Trip, he shall be entitled to return to that Trip, unless he is involved with a conflicting assignment and such assignment cannot be covered by the Pilot assigned his scheduled Trip.

**20-G-5** After the first Trip-trading run but no more than fifteen (15) days prior to the Trip's report date, an Open Trip may be set aside for assignment to a Pilot for training and line checks.

**20-G-6** If the Pilot for whom a Trip is set aside, in accordance with Sections 20-C-2-a or 20-G-5, is unable to operate the Trip (e.g., sick, fails to complete training), within two (2) hours of when the Company becomes aware of the matter the Trip shall either be assigned to another Pilot for training or line check purposes or designated as open.

**20-G-7** If an I/E is unable to operate a Trip on his schedule, the Trip shall be designated as open when the Company becomes aware of the matter, except that:

**20-G-7-a** If the Trip was to be used for training or line checks, Section 20-G-6 shall apply.

**20-G-7-b** If the I/E received the Trip through FBO, the Company is not required to designate the Trip as open until the aggressive pickup window for such Trip opens.

**20-G-8** If the Company projects that a Pilot has less than thirty (30) minutes to make a connection, it may reassign another Pilot to cover the flying. However, in the event the original Pilot actually has thirty (30) minutes or more to make the connection, at his option he shall return to his original flying, provided that such return of flying does not require a schedule repair for either Pilot. Every effort shall be made to advise the original Pilot that he is being reassigned.

**20-G-9** A particular Pilot(s) may, on a voluntary basis and after Monthly Schedule Preferencing, be assigned by the Company to a charter Trip in order to comply with the needs and desires of the charterer.

## **20-H Open Trip or Flying Coverage At Equipment-Bases**

Before or during a Bid Period, an Open Trip or flying occurring at or assigned to an Equipment-Base may be covered as follows:

**20-H-1** In accordance with Section 20-F, an Open Trip or flying may be assigned or reassigned to a Pilot who has lost flying.

**20-H-2** Lineholders or I/Es may pick up or trade with Open Trips via the trip-trading system, in accordance with Section 20-P.

**20-H-3** Open Trips or flying may be offered to flight management personnel who are on the Seniority List. Management flying under this provision shall not be on an FBO basis. A manager may pick up or be assigned any Trip or flying that has been open for at least six (6) hours, or

after 1200, whichever is later. However, if the Open Trip is scheduled to depart within thirteen (13) hours, he may pick up or be assigned the Open Trip or flying at any time.

**20-H-4 Lineholder Premium Pay Trips**

**20-H-4-a** The Company shall create a lineholder premium pay Trip by attaching Add Pay to an Open Trip and designating it as a lineholder premium pay Trip. At the Company’s discretion, such Add Pay shall be fifty percent (50%), seventy-five percent (75%) or 100% of the Trip’s pay value. The Company may remove this Add Pay at any time, provided the Trip is not on a Lineholder’s schedule, in which case it shall no longer be a lineholder premium pay Trip.

**20-H-4-b** If an in-Base Lineholder simultaneously drops a Trip that starts on the same day as a lineholder premium pay Trip that he picks up, the Add Pay shall be removed from the Trip. However, at its discretion the Company may keep the Add Pay attached to the Trip.

**20-H-4-c** The Lineholder shall receive the Add Pay at time of assignment. If a Reserve is assigned a lineholder premium pay Trip, the Trip’s Add Pay shall be removed.

**20-H-5 Senior Manning (SRM) Trips**

**20-H-5-a** The Company shall create an SRM Trip by attaching 100% Add Pay of the Trip’s pay value to an Open Trip and designating it as an SRM Trip.

**20-H-5-b** An SRM Trip shall be processed in the following order:

**20-H-5-b-(1)** The SRM Trip shall be made available to the trip-trading system. If an in-Base Lineholder simultaneously drops a Trip that starts on the same day as the SRM Trip that he picks up, the Add Pay shall be removed from the Trip. However, at its discretion the Company may keep the Add Pay attached to the Trip.

**20-H-5-b-(2)** The Company shall notify all Lineholders who could be assigned the SRM Trip without a schedule repair and who have requested notification of SRM Trips. Additionally, the Company may contact and offer the SRM Trip assignment to such pilots in seniority order.

**20-H-5-b-(3)** The SRM Trip shall be assigned to a Lineholder whose trip-trading bid criteria matches the Trip and who requires a schedule repair the Company finds acceptable. If two or more pilots have similarly-acceptable schedule repairs, the Company shall assign the SRM Trip in seniority order.

**20-H-5-b-(4)** The Company shall notify all Lineholders who could be assigned the SRM Trip with a schedule repair and who have requested notification of SRM Trips. Such Lineholders may contact the Company and, if the Company finds the schedule repair acceptable, be offered the SRM assignment. Additionally, the Company may contact and offer the SRM assignment to any such Pilot; if two or more Lineholders have similarly-acceptable schedule repairs, the offer shall be made in seniority order.

**20-H-5-b-(5)** The Company may move freely between Sections 20-H-5-b-(3) and 20-H-5-b-(4) as it seeks a schedule repair it finds acceptable. The Company’s determination of “acceptability” may change.

**20-H-5-c** After completing an assignment made under Sections 20-H-5-b-(3) or 20-H-5-b-(4), a Lineholder may be required to return to and complete his original Trip.

**20-H-5-d** An assignment in Section 20-H-5 shall include assigning the Trip as part of and within the limitations of the Pilot’s previously-scheduled Duty Period.

**20-H-5-e** I/Es and out-of-Base Lineholders may participate in Section 20-H-5, in seniority order below in-Base Lineholders.

**20-H-5-f** The Lineholder shall receive the Add Pay at time of assignment. If a Reserve is assigned an SRM Trip, the Trip’s Add Pay shall be removed.

**20-H-6 Moving an Open Trip to Another Base**

**20-H-6-a** The Company may move an Open Trip to another Base only when the net number of unassigned and available Reserves at the original Base, after accounting for Open Trips, is projected to be fewer than six (6) and less than fifteen percent (15%) of the Reserves awarded a reserve day on the day of the Trip’s report during Monthly Schedule Preferencing. However, if the number of projected net Reserves is one (1), the Company may move the Open Trip. For purposes of this Section 20-H-6-a, a Reserve with a Short Call or Field Standby assignment shall be considered unassigned.

**20-H-6-b** Any deadheading made necessary by moving the Trip to another Base shall be booked in First Class, if available at time of booking. If First Class is not available, the Pilot shall be booked according to Section 5-C, but shall be upgraded automatically if a First Class seat becomes available. Upgrade priority shall be in seniority order and ahead of all upgraded passengers.

**20-H-6-c** For every thirty-six (36) trip-days that are moved out of a Category in a rolling two (2) Bid Period time frame, the SSC may require the Company to exercise one of the following options, the choice of which shall be at the Company’s discretion.

**20-H-6-c-(1)** Post one (1) vacancy bid to that Category, or

**20-H-6-c-(2)** Offer one (1) month of voluntary TDY to that Category, or

**20-H-6-c-(3)** Increase reserve staffing for one (1) month in that Category by one (1) full-month equivalent.

**20-H-6-c-(4)** If the SSC requires the Company to exercise one (1) of the options, the latest thirty-six (36) trip-days in the rolling two (2) Bid Period time frame shall be removed from future calculations.

**20-H-6-c-(5)** For purposes of Section 20-H-6-c, only a Trip that has a deadhead to the originating segment of the original Trip shall be considered as having been moved out of a Category.

**20-H-6-c-(6)** When a Severe Weather Action Plan (“SWAP”) (or its equivalent) is active at a Base and when, as part of the SWAP, the Company has publicly announced the waiver of passenger change fees, any Trips moved out of that Base shall not count toward this



calculation in Section 20-H-6-c. In the event the Company eliminates passenger change fees, the parties shall meet and agree on a new triggering condition.

**20-H-7 Visiting Reserve.**

Open Flying may be reassigned to a Reserve whose Trip ends with a deadhead, by replacing the deadhead with Open Flying, including deadheading to cover Open Flying, provided the reassignment is scheduled to return the Pilot to his Base without exceeding the limitations specified in Section 20-L.

**20-I Covering Assignments At Equipment-Bases During the Assignment Window**

During the Assignment Window, an open assignment, including Open Flying, occurring at or assigned to an Equipment-Base shall be covered as follows:

**20-I-1** The assignment window for an assignment that is open by 1100 on the day prior to the assignment’s report or start time shall begin at 1300 on the day prior to the assignment’s report or start time.

**20-I-2** The assignment window for an assignment that becomes open after 1100 on the day prior to the assignment’s report or start time shall begin four (4) hours after it becomes open or fifteen (15) hours prior to the assignment’s report or start time, whichever is earlier.

**20-I-3** If the Company covers an open assignment, including Open Flying, under this Section 20-I, it may be covered under Step Three in this Section 20-I, or under Sections 20-I-16 or 20-I-17. If not, it shall be covered following Steps One through Eight in this Section 20-I, exhausting each Step before advancing to the subsequent Step, unless otherwise stated.

**20-I-4 Step One.** In any order:

**20-I-4-a** In accordance with Section 20-F, an Open Trip or flying shall be assigned or reassigned to a Pilot who has lost flying.

**20-I-4-b Visiting Reserve.**

The Open Trip or flying shall be reassigned to a Reserve whose Trip ends with a deadhead, by replacing the deadhead with Open Flying, including deadheading to cover Open Flying, provided the reassignment is scheduled to return the Pilot to his Base without exceeding the limitations specified in Section 20-L, as measured off his previously-assigned Trip.

**20-I-4-c** The Open Trip or flying shall be assigned to a flight management Pilot who is on the Seniority List and who has volunteered for an Open Trip or flying, in accordance with Section 20-H-3.

**20-I-5 Step Two.** In any order:

**20-I-5-a** If Open Flying is created because an inbound Pilot cannot operate his next flight because of delays, schedule repair or cancellation, the Open Flying shall be covered by reassigning it to another Pilot who has departed on or completed the originating leg of his current Trip but has not departed on the final leg of his current Trip, subject to the following:

**20-I-5-a-(1)** The Company shall reassign the Open Flying using the following order, unless doing so would cause a delay or further delay, in which case it may choose the option with the least delay:

**20-I-5-a-(1)-(a)** A Pilot who does not require a repair to the remaining Trips on his schedule.

**20-I-5-a-(1)-(b)** A Pilot who does require a repair to the remaining Trips on his schedule. This provision is not available if the Open Flying can be covered under Step Three of Section 20-I using a Reserve not currently on a Trip.

**20-I-5-a-(2)** Unless the Pilot otherwise concurs, a reassignment under this Section 20-I-5-a shall comply with Section 20-L.

**20-I-5-a-(3)** This Section 20-I-5-a shall also apply if an Open Trip is created because a Pilot fails to report for his assigned Trip. Further, such Open Trip may be reassigned to a Pilot who has not departed on the originating leg of his current Trip, provided that such Pilot shall come last in the order given in Section 20-I-5-a-(1). If the Open Trip is reassigned to a Pilot who has not departed on the originating leg of his current Trip, his Line Pay Value shall be the greater of his Line Pay Value as it existed before the reassignment was made or his Line Pay Value after he completes the reassignment.

**20-I-5-a-(4)** A Pilot reassigned under this Section 20-I-5-a for the first time in a Trip shall receive one-half (1/2) hour of Add Pay, except that this provision shall not apply if the reassignment is reversed or if at the time of the last reassignment the Trip is scheduled to arrive on a day earlier than the day of his original Arrival time as determined in Section 20-L-1. Further, if as a result of this reassignment the Pilot receives more than one-half (1/2) hour of Add Pay under Section 20-L, this provision shall not apply.

**20-I-5-b** The Open Trip or flying shall be reassigned to a Lineholder who has volunteered to be available for reassignments, including add-on reassignments. Such Lineholder shall receive fifty percent (50%) Add Pay for all scheduled Flight Time and Deadhead Time that is part of this reassignment. If a Pilot is reassigned more than once under Section 20-I-5-b, he shall receive Add Pay for each reassignment. If the Lineholder is returned to his original Trip, such Add Pay shall cease to accrue. Further, Sections 20-L and 20-N shall not apply to Lineholders reassigned under this Section 20-I-5-b. The Company may allow a Lineholder to submit criteria to which the reassignment must adhere.

**20-I-6 Step Three (Reserve Assignment).**

An open assignment, including a Short-Call or Field Standby assignment, shall be assigned to a Reserve, in accordance with Section 20-K and the following:

**20-I-6-a** The Company shall decide whether the assignment shall be made to a Long-Call reserve, a Short-Call reserve or a Field Standby.

**20-I-6-b** The following order shall be followed when making the assignment:

**20-I-6-b-(1)** A Reserve at his Base, who can receive the assignment without disrupting days off, and who does not require the provisions of Section 20-I-6-h to receive the assignment.

**20-I-6-b-(2)** A Reserve whose Trip ends with a deadhead, by replacing the deadhead with Open Flying, including deadheading to cover Open Flying, provided the reassignment complies with Section 20-L, as measured off the end of his last reserve day.

**20-I-6-b-(3)** A Reserve who can receive the assignment or reassignment using the provisions of Section 20-I-6-h but without disrupting days off. A reassignment that complies with Section 20-L is not considered to have disrupted the Reserve's days off.

**20-I-6-b-(4)** A Reserve who can receive the assignment but requires an FDO, RDO, CDO or VDO to be disrupted, as allowed by Section 5-E-6.

**20-I-6-b-(5)** A Reserve who can receive the assignment using the provisions of Section 20-I-6-h but requires an FDO, RDO, CDO or VDO to be disrupted, as allowed by Section 5-E-6.

**20-I-6-c** Notwithstanding Sections 20-I-6-a and 20-I-6-b, the following shall apply:

**20-I-6-c-(1)** A Long Call Reserve may be assigned a Trip that requires days off to be disrupted, even if a Short Call Reserve or Field Standby could be assigned the Trip without disruption; conversely, a Short Call Reserve or Field Standby shall not be assigned a Trip that requires days off to be disrupted if a Long Call Reserve could be assigned the Trip without disruption.

**20-I-6-c-(2)** A Short Call Reserve may be assigned a Trip that requires days off to be disrupted, even if a Field Standby could be assigned the Trip without disruption; conversely, a Field Standby shall not be assigned a Trip that requires days off to be disrupted if a Short Call Reserve could be assigned the Trip without disruption.

**20-I-6-d** An assignment that is open by 1100 on the day prior to the assignment's report or start time shall be provisionally assigned from 1300 to 1459 on the day prior; the Company may modify such provisional assignments during this time. At 1500 all such assignments shall become firm and a Reserve must check his schedule after 1500 to see if he has received an assignment. If an insufficient number of Reserves are available to cover all such assignments, a Reserve who could be assigned an Open Trip shall not be given a Short-Call or Field Standby assignment. If any Trips shall remain uncovered, the Company shall determine which Trips shall remain uncovered.

**20-I-6-d-(1)** From 1300 to 1459, the Company may make a firm assignment, provided it notifies the Reserve and releases him to the Trip at that time.

**20-I-6-e** An assignment that becomes open after 1100 on the day prior to the assignment's report or start time shall become assignable four (4) hours after it becomes open or fifteen (15) hours prior to Trip Departure, Field Standby report time, or Short-Call start time, as applicable, whichever is earlier. Once assignable, the assignment must be made within two (2) hours (or within four (4) hours if the Company is experiencing irregular operations at a

Base, as indicated by the Company). If the Company consistently misses the two (2) or four (4) hour deadline, the SSC may require the Company to conduct a process review. If an insufficient number of Reserves are available to cover all such assignments, a Reserve who could be assigned an Open Trip shall not be given a Short-Call or Field Standby assignment. If any Trips shall remain uncovered, the Company shall determine which Trips shall remain uncovered.

**20-I-6-e-(1)** However, if an Open Trip is scheduled to depart or a Short-Call assignment is scheduled to start or a Field Standby Assignment is scheduled to report prior to 1300 and the first opportunity for assignment would otherwise occur at or after 1800, the assignment can be made prior to 1800 in order to allow the assignment to be made to a Long Call reserve on his last day off; and, if an Open Trip or Field Standby is scheduled to report or a Short-Call window is scheduled to start prior to 0900 and the first opportunity for assignment would otherwise occur after 1500, the assignment can be made prior to 1500 in order to allow the assignment to be made to a Long Call reserve on his last day off. If practicable, assignments shall not be immediately made to allow for possible pickup or trade.

**20-I-6-f** If the only Reserve who can cover a Trip assignment is currently on Short Call, the Company shall cancel the Short Call and assign the Open Trip during the assignment window. Further, the Company cannot violate an assignment window deadline to wait for a Reserve to complete a Trip.

**20-I-6-g** If no Reserves are available for an assignment in the assignment window, the Company may wait to make the assignment to a Reserve who subsequently becomes available for the assignment.

**20-I-6-h Reserve Additional Flying Provisions**

**20-I-6-h-(1)** Notwithstanding Section 20-K-5-a, a Reserve’s minimum Off-Duty Period at his Base may be reduced to ten hours and forty-five minutes (10:45) following a Basic Trip; the Reserve may waive this off-duty requirement. Notwithstanding Sections 20-K-3-c-(8), such an assignment must be made by the time the Reserve has blocked in on the last leg of his current assignment.

**20-I-6-h-(2)** A Reserve’s minimum Off-Duty Period at his Base may be reduced to eighteen (18) hours following a Global Trip. If such Reserve’s Off-Duty Period is reduced to less than twenty-two (22) hours, his next Off-Duty Period must be scheduled for at least twenty-four (24) hours. A Reserve away from his Base for sixty-five (65) hours or more immediately prior to an Off-Duty Period is not eligible to have that Off-Duty Period reduced under this provision.

**20-I-6-h-(3)** A Reserve may be given an add-on reassignment that begins after the completion of his current Trip. Such reassignment must comply with Section 20-L. A Reserve who is given such a reassignment shall not be given a subsequent assignment or reassignment under the provisions of Section 20-I-6-h without his concurrence. Additionally, such a reassignment must be made by the time the Reserve has blocked in on the last leg of his current Duty Period.

**20-I-6-h-(3)-(a)** If so requested, the Company shall replace a Reserve who has been reassigned under Section 20-I-6-h-(3) when he subsequently passes through his Base if there is an unassigned Reserve from the same Base available to complete the reassigned flying. However, the Company shall not be required to replace the Reserve if assigning the flying to another Reserve would cause Open Flying to be cancelled, covered under Steps Four through Eight of Section 20-I, or covered under Sections 20-H-5 or 20-H-6.

**20-I-6-h-(3)-(b)** If more than one (1) Reserve is available to receive an reassignment under Section 20-I-6-h-(3), the Reserve whose Arrival time is closest to the Departure time of the Open Flying, but not less than thirty (30) minutes before the Departure time, shall receive the reassignment.

**20-I-7 Step Four (SRM).**

The Open Trip or flying shall be assigned to a Lineholder, including Lineholders who require positioning by the Company, under Section 20-H-5 regardless of the acceptability of the schedule repair, if applicable. The Company may consider a Lineholder unavailable for such an assignment if his schedule repair would open a Trip whose Departure time is within ten (10) hours of the Open Trip’s Departure time or would open a Trip containing an airport landing that requires a supervised entry.

**20-I-8** Prior to moving on to subsequent Steps in this Section 20-I, the following must all be satisfied:

**20-I-8-a** The Company shall not cover a Trip using Steps Five through Eight until 1500 or later on the day prior to the Trip’s report time. However, if the Trip’s report time is from 0100 to 0400, it may be covered using Steps Five through Eight at 1300 or later on the day prior to the Trip’s report time.

**20-I-8-b** The Company must have designated the Trip as an SRM Trip as follows:

**20-I-8-b-(1)** If the Trip opened at or before 1100 on the day prior to the Trip’s report time, then the Company must have designated the Trip as an SRM Trip no later than 1500 on the day prior to the Trip’s report time and Section 20-H-5-b-(4) must have been in effect for at least two (2) hours; or

**20-I-8-b-(2)** If the Trip opened after 1100 on the day prior to the Trip’s report time, then the Company must have designated the Trip as an SRM Trip and Section 20-H-5-b-(4) must have been in effect for at least two (2) hours. However, if the Trip opened within thirteen (13) hours of its report time, this two (2) hour requirement shall not apply.

**20-I-8-b-(3)** For purposes of Section 20-I-8-b, a Trip shall be defined by its flight segments and not a trip number or other characteristic. For example, changing an Open Trip’s number does not change the time at which the Trip opened.

**20-I-9 Step Five (Telephone Inverse Assignment, No Conflict).**

A Trip shall be assigned by telephone in inverse seniority order to a Lineholder in the same Category as the Trip who shall not require a schedule repair after receiving the assignment.

Such Lineholder shall receive, at the time of assignment, Add Pay equal to 100% of the Trip's pay value. A Lineholder given such assignment is expected to accept and fulfill the assignment. If the Lineholder is unable to accept and fulfill the assignment, he may be required to provide a reason for his unavailability to a flight manager.

**20-I-10 Step Six (Telephone Inverse Assignment, With Conflict)**

A Trip shall be assigned by telephone to a Lineholder in the same Category as the Trip who shall require a schedule repair after receiving the assignment. Such Lineholder shall receive, at time of assignment, Add Pay equal to 100% of the Trip's pay value. A Lineholder given such assignment is expected to accept and fulfill the assignment. If the Lineholder is unable to accept and fulfill the assignment, he may be required to provide a reason for his unavailability to a flight manager.

**20-I-10-a** Lineholders shall be called in inverse seniority order based on least number of trip days dropped. The Company may consider a Lineholder unavailable for such an assignment if his schedule repair would open a Trip whose Departure time is within ten (10) hours of the Open Trip's Departure time or would open a Trip containing an airport landing that requires a supervised entry.

**20-I-10-b** A Lineholder assigned under this provision shall be released once the assignment completes; specifically, without his concurrence, the Company shall not require him to return to and complete his original Trip.

**20-I-11** The Company may utilize Steps Seven and Eight within four (4) hours of the scheduled Departure time of a Global Trip and within three and one-half (3.5) hours of the scheduled Departure time of a Basic Trip even though Steps Five and Six have not been completed.

**20-I-12 Step Seven (Untriggered Reassignments)** In any order:

**20-I-12-a** The Company shall reassign a Pilot who has departed on or completed the originating leg of his current Trip but has not departed on the final leg of his current Trip. Such Pilot shall receive Add Pay equal to 125% of all scheduled Flight Time and Deadhead Time until the Trip ends, including subsequent reassignments. If the Pilot is returned to his original Trip, the Add Pay shall cease to accrue. The minimum Add Pay he shall receive is 125% of the scheduled Flight Time and Deadhead Time in the reassignment made under Section 20-I-12-a. A reassignment under this provision must comply with Section 20-L. Section 20-L-6 shall not apply to this reassignment or to subsequent reassignments on this Trip.

**20-I-12-b** The Company shall reassign a Pilot who has not departed on the originating leg of his current Trip. Such Pilot shall receive Add Pay equal to 125% of all scheduled Flight Time and Deadhead Time until the Trip ends, including subsequent reassignments. If the Pilot is returned to his original Trip, the Add Pay shall cease to accrue. The minimum Add Pay he shall receive is 125% of the scheduled Flight Time and Deadhead Time in the reassignment made under this Section 20-I-12-b. A reassignment under this provision cannot be scheduled to interfere with the Pilot's next scheduled day off. Section 20-L-6 shall not apply to this reassignment or to subsequent reassignments on this Trip.

**20-I-13 Step Eight (Inverse Reassignment).**

If the Open Trip or flying begins after the completion of a Lineholder's current Trip, the Company shall reassign him to such Open Trip or flying provided all of the following conditions are met:

**20-I-13-a** Such Lineholder shall receive Add Pay equal to one hundred twenty-five percent (125%) of all scheduled Flight Time and Deadhead Time until the Trip ends, including subsequent reassignments. The minimum Add Pay he shall receive is 125% of the scheduled Flight Time and Deadhead Time in the reassignment made under this Step Eight. Section 20-L-6 shall not apply to this reassignment or to subsequent reassignments on this Trip.

**20-I-13-b** Notwithstanding Section 20-L, the Lineholder must be scheduled to be released from the reassignment by the end of the day after the day of the Lineholder's original Arrival time.

**20-I-13-c** The reassignment must be made before the Lineholder departs on the last leg of his current Trip unless the flying opened thirty (30) minutes before the scheduled Departure time of his last leg or later.

**20-I-13-d** The Lineholder shall be notified of the reassignment by affirmative contact (in person or by telephone) by a scheduler or management Pilot.

**20-I-13-e** A hotel room shall be offered to the Lineholder if an intervening Off-Duty Period at his Base is scheduled before the reassignment begins and/or if the reassignment prevents a commuting Pilot from returning to his primary residence on the day the reassignment terminates.

**20-I-13-f** If two (2) or more pilots have similar availability, the Company shall cover the Open Trip or flying in inverse seniority order.

**20-I-13-g** Without his concurrence, this provision may not be used more than twice per calendar year for a given Pilot.

**20-I-14** An assignment or reassignment made under the provisions of Steps Five through Eight shall be further subject to the following restrictions:

**20-I-14-a** The assignment or reassignment cannot be scheduled into a Pilot's vacation day or a Golden Day Off.

**20-I-14-b** If the assignment or reassignment is scheduled into a Holiday that the Pilot had off before the assignment or reassignment, the Pilot shall receive, at the time of assignment or reassignment, an additional five (5) hours of Add Pay.

**20-I-14-c** A Pilot receiving such assignment or reassignment may require the Company to continue making the Trip available to volunteers. If a volunteer comes forth, the Company is required to make the assignment or reassignment to the volunteer if he can effectuate the same Departure time. The assignment or reassignment and associated pay given to the original Pilot shall be reversed.

**20-I-15** For every thirty (30) Duty Periods in a Category that are covered using the provisions of Steps Five through Eight, combined, in a rolling two (2) Bid Period time frame, the SSC may require the Company to exercise one of the following options, the choice of which shall be at the Company's discretion.

**20-I-15-a** Post one (1) vacancy bid to that Category, or

**20-I-15-b** Offer one (1) month of voluntary TDY to that Category, or

**20-I-15-c** Increase reserve staffing for one (1) month in that Category by one (1) full-month equivalent.

**20-I-15-d** If the SSC requires the Company to exercise one (1) of the options, the latest thirty (30) Duty Periods in the rolling two (2) Bid Period time frame shall be removed from future calculations.

**20-I-15-e** When a Severe Weather Action Plan ("SWAP") (or its equivalent) is active at a Base and when, as part of the SWAP, the Company has publicly announced the waiver of passenger change fees, any Duty Periods that would otherwise count toward this calculation in Section 20-I-15 shall not count. In the event the Company eliminates passenger change fees, the parties shall meet and agree on a new triggering condition.

**20-I-16** With his concurrence a Pilot who is, or can be, in position to accomplish the desired operation in a timely manner may be assigned or reassigned the Open Trip or flying.

**20-I-17** The Open Trip or flying may be assigned to a Reserve in the same Category who has previously been assigned, if the planned Departure time of the Open Flying being covered is earlier than the planned Departure time of the originally assigned Trip.

## **20-J Open Flying Coverage At Non-Equipment-Bases**

All Open Flying at non-Equipment-Bases may be covered at any time and shall be covered in the following order:

**20-J-1** Open Flying shall be reassigned to a Pilot who has lost flying, provided such reassignment does not require a schedule repair and shall return him to his Base within the limitations of Section 20-L.

**20-J-2** Open Flying shall be reassigned to a Pilot at that location or at some other location whose only remaining duty in his Trip is deadheading, provided the reassignment is scheduled to return the Pilot to his Base within the limitations of Section 20-L.

**20-J-3** If Open Flying is created because an inbound Pilot cannot operate his next flight due to delays, schedule repair or cancellation, the Open Flying shall be covered by reassigning it to another Pilot. Any reassignment under this provision must not interfere with the Pilot's next scheduled Trip and must comply with Section 20-L, unless the Pilot otherwise concurs.

**20-J-4** If time permits deadheading On-Line, the Open Flying shall be covered by creating an Open Trip. The Company may, but is not required to, utilize off-line deadheading when creating such a Trip.



**20-J-5** The Open Flying shall be reassigned to a Pilot who can accomplish the operation without any disruption of his assigned flying other than deadheading or Off-Duty Periods.

**20-J-6** The Open Flying shall be assigned or reassigned to a Pilot who is the only Pilot qualified and in position, or who can be positioned by the Company, to accomplish the desired operation. Without Pilot concurrence, assignment or reassignment under this Section 20-J-6 must comply with the limitations found in Section 20-L.

**20-K Scheduling of Reserve Crews**

**20-K-1 General**

**20-K-1-a** A Reserve begins each period of reserve days as a Long Call reserve unless he is awarded a pure Short Call line, is assigned to Short Call Reserve or Field Standby, or picks up a Short Call or Field Standby assignment.

**20-K-1-b** During a period of reserve days, the Company may release, or schedule to release, a Reserve into an Off-Duty Period of predetermined length.

**20-K-1-c Silos.**

Reserves shall be grouped in silos according to their remaining number of days available for reserve assignment before their next scheduled unavailable days. Reserves with six (6) or more such days of availability shall be grouped in the same silo.

**20-K-1-d** After blocking in at the termination of a Trip, a Reserve must check to see if he has been given an assignment or reassignment in accordance with Section 20-I-6-h (Reserve Additional Flying Provisions).

**20-K-1-e** A Reserve who is on his last day of sick leave and who has reserve availability on the next day shall be scheduled like a Reserve on his last day off.

**20-K-2 Assignment List**

**20-K-2-a** The assignment list for a given silo shall be sorted in first-in first-out (“FIFO”) order, based on the release time of the Reserve’s last assignment.

**20-K-2-b** A Reserve beginning a period of reserve days shall take a position on his silo’s assignment list behind Reserves already on the list. If more than one Reserve is beginning a period of reserve days, their relative position on the assignment list shall be determined by their release time after their last assignment.

**20-K-2-c** If unused, a Short Call Reserve enters the list in FIFO order based on the time his window ended (or the time of his early release, if applicable). If his Short Call window spans two (2) days and if he returns to the assignment list, he shall be behind Reserves who are starting their period of reserve days on that second (2<sup>nd</sup>) day.

**20-K-2-d** When a Pilot transitions from Lineholder to Reserve, he shall, for the purpose of determining his position on the assignment list, be considered to have arrived exactly at the beginning of the first day of the Bid Period. If more than one Pilot is making the same transition, their relative position on the assignment list shall be determined by their release time after their last assignment.

**20-K-2-e** In the event a Reserve deadheads to his Base on a Trip being flown by another Reserve from the same Base who has the same number of days available, the deadheading Reserve shall be positioned on the assignment list ahead of the Reserve flying the Trip.

**20-K-2-f** A Reserve whose Trip is picked up by a Lineholder or I/E enters the list in FIFO order based on the time the Trip is picked up. A Reserve whose Trip is FBO'd enters the list in FIFO order based on the time the Trip is FBO'd.

### **20-K-3 Making Reserve Assignments**

#### **20-K-3-a Type of Reserve Receiving the Assignment**

In accordance with Section 20-I-6, the Company shall decide whether the assignment shall be made to a Long-Call reserve, a Short-Call reserve or a Field Standby.

#### **20-K-3-b Silo Selection**

**20-K-3-b-(1)** A Trip shall be assigned to a Reserve whose silo matches the length of the Trip.

**20-K-3-b-(2)** If a Trip cannot be assigned to a Reserve whose silo matches the length of the Trip, it shall be assigned to a Reserve from the next highest silo that contains an available Reserve.

**20-K-3-b-(3)** If a Trip cannot be assigned without disruption of days off, it shall be assigned to a Reserve who requires the fewest number of disrupted days off.

#### **20-K-3-c Assignment Rules**

**20-K-3-c-(1)** A reserve assignment shall not begin on a scheduled day off, unless the day off is a VDO.

**20-K-3-c-(2)** If more than one Short Call Reserve is in the same silo, a Trip that does not require schedule disruption shall be assigned to the Short Call Reserve with the earliest Short Call start time.

**20-K-3-c-(3)** If more than one Short Call Reserve has the same schedule disruption, a Trip that requires schedule disruption shall be assigned to the Short Call Reserve with the earliest Short Call start time.

**20-K-3-c-(4)** If a Reserve is a Lineholder in the next Bid Period and his last period of reserve days includes the last day of the Bid Period, he may be assigned a Trip that operates into the next Bid Period in accordance with Section 20-K-3-b-(3).

**20-K-3-c-(5)** Days off shall not be disrupted to make a Short Call or Field Standby assignment, unless the day off is a VDO.

**20-K-3-c-(6)** Without his concurrence, a Reserve can start only one Short Call or Field Standby assignment per day, except that a Short Call Reserve may be assigned to Field Standby that starts on the same day provided he does not receive an intervening Off-Duty Period.

**20-K-3-c-(7)** Notwithstanding Section 20-K-2, when the Company is making an out-of-silo assignment, if any Reserve in that silo has submitted an aggressive pick-up request in accordance with Section 20-K-8-c, the assignment shall be given to the Reserve whose request has the earliest submission time.

**20-K-3-c-(8)** A Reserve shall not be given a new assignment before he blocks in from a Trip or is released from an assignment that is not a Trip.

**20-K-3-c-(9)** Following jury duty, ALPA business, Company business, or military leave, assignments shall not be made and entered in the Pilot's schedule earlier than 0100, unless the Pilot concurs otherwise.

**20-K-3-c-(10)** On the day following his vacation, leave or training of five (5) days or more, without his concurrence a Reserve shall not be required to depart from his Base prior to 0600.

**20-K-3-c-(11)** A Reserve returning on a Trip whose last segment is scheduled to arrive at his Base from 0045 to 0600 shall not be assigned to another Trip whose last segment is scheduled to arrive at this Base from 0045 to 0600 the following calendar day, without his concurrence.

**20-K-3-c-(12)** A Reserve who requires consolidation or is within thirty (30) days of loss of currency may be given a Trip that is available for assignment out of assignment order.

**20-K-3-d Reserve Bypass.**

**20-K-3-d-(1)** The Company may bypass a Reserve for assignment if his reserve days are followed by a CDO(s).

**20-K-3-d-(2)** When making an assignment from a silo's assignment list or in accordance with Section 20-K-3-b-(3), the following Reserves shall be bypassed. However, if the assignment remains uncovered after bypass it may be assigned to such Reserves; if so, it shall be covered in the following order:

**20-K-3-d-(2)-(a)** Reserves who are Lineholders in the subsequent Bid Period, when making an assignment that extends into that subsequent Bid Period.

**20-K-3-d-(2)-(b)** Reserves who are Lineholders in the subsequent Bid Period, when making an assignment that shall result in a schedule repair in that subsequent Bid Period; and Reserves who are a Reserve in the subsequent Bid Period, when making an assignment that shall result in disrupting days off in that subsequent Bid Period.

**20-K-3-d-(2)-(c)** Reserves with two (2) or more unused Short Call and/or Field Standby assignments in the Bid Period, when making a Short Call or Field Standby assignment, provided there are other Reserves available who have had fewer unused Short Call windows and/or Field Standby assignments in the Bid Period.

**20-K-3-d-(2)-(d)** Reserves who have not waived the limits in Section 5-B-2-c-(3) and whose sum of Flying Hours and Nonflying Hours, as described in Section 5-B-2-c, exceeds eighty-five (85) hours, when making a Short Call assignment.

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**20-K-4 After a Reserve Assignment is Made**

**20-K-4-a** When a Reserve verifies a Trip assignment, in accordance with Section 5-E-2-a, he shall be released to the Trip and may not be given any additional duty or Short Call prior to the start of that Trip, unless he has a previously-scheduled duty or Short Call or he waives this provision.

**20-K-4-b** A Reserve who has been released to an assignment shall not be required to answer his phone. Additionally, during a Reserve's FAR rest period prior to the assignment to which he has been released, the Company shall not call him unless no other Reserve is available for the assignment being covered. A Reserve shall not be required to accept any assignment offered during his FAR rest period.

**20-K-4-c** A Trip on a Reserve's schedule is available for Lineholder pickup unless the Reserve has designated the Trip as unavailable for Lineholder pick-up.

**20-K-4-c(1)** The Reserve may make the designation at any time prior to fifteen (15) hours before the report time of the Trip. Once made, the designation cannot be reversed.

**20-K-4-c(2)** If the Reserve was assigned the Trip for currency, consolidation, training, checking, or similar reason, the Company may designate the Trip as unavailable for Lineholder pick-up.

**20-K-4-c(3)** An in-Base Lineholder may pick up an available Trip at any time prior to fifteen (15) hours before the report time of the Trip. An out-of-Base Lineholder or an I/E may pick up an available Trip after 1300 on the day prior to the Trip's report time and prior to fifteen (15) hours before the report time of the Trip.

**20-K-4-c(4)** A Reserve who has not designated a Trip as unavailable for Lineholder pick-up must check his schedule fifteen (15) hours before the report time of the Trip to determine if the Trip remains on his schedule.

**20-K-4-c(5)** A Reserve whose Trip is picked up by a Lineholder shall return to Long Call status.

**20-K-4-d** A Reserve who has been assigned a Trip may be removed at any time prior to three (3) hours before the scheduled Departure of the Trip for the assignment of a Pilot under the provisions of Section 20-F-1.

**20-K-4-e** With his concurrence, a Reserve may be removed from a Trip.

**20-K-5 Long Call Reserve**

**20-K-5-a** For a Trip assignment, a Long Call Reserve must be assigned the Trip with a minimum of thirteen (13) hours notice prior to scheduled Departure time. A Pilot may waive this provision.

**20-K-5-b** A Long Call Reserve must be phone available twenty-four (24) hours a day on his Reserve days until given an assignment.

**20-K-5-c** A Long Call Reserve is released at 1000 on his last day of reserve if the next day is an RDO, HDO or VDO and at 1500 on his last day of reserve if the next day is an FDO or CDO, provided no assignment has been made by those times.

### **20-K-6 Short Call Reserve**

**20-K-6-a** A Short Call assignment is a single period of availability that may not exceed fourteen (14) hours.

**20-K-6-b** The Company shall determine the start time for all Short Call assignments.

**20-K-6-c** Short Call assignments shall be built for a designated silo. If the assignment cannot be made in the designated silo, the Company may move up to the next silo.

**20-K-6-d** Ten (10) hours notice is required prior to the start of a Short Call assignment, if the Short Call assignment is given to a Reserve from 0000 to 1759. Twelve (12) hours notice is required prior to the start of a Short Call assignment, if the Short Call assignment is given to a Reserve from 1800 to 2359. A Reserve may waive these requirements.

**20-K-6-e** When a Reserve is assigned to Short Call, he is released until beginning the Short Call assignment. The Company may attempt to contact the Pilot in order to assign him a Trip, including one (1) attempt during an FAR rest period, but the Pilot is not required to answer and may refuse the Trip until his Short Call assignment begins. If the Trip is assigned, the Pilot's FAR rest period may be reset.

**20-K-6-f** A Short Call Reserve who is given an assignment that requires an intervening FAR rest period does not require the minimum notification requirements of a Long Call Reserve or a contractual Off-Duty Period.

**20-K-6-f-(1)** Example: A Short Call Reserve whose assignment begins at 0700 and ends at 2100 may be released from the assignment at 2000 and given an assignment that begins at 0600 the next day.

**20-K-6-f-(2)** Example: A Short Call Reserve whose assignment begins at 0300 and ends at 1700 may be released from the assignment at 1300 and given a flying assignment that reports at 2300.

**20-K-6-f-(3)** Example: A Short Call Reserve whose assignment begins at 0600 and ends at 2000 may be released from the assignment at 0700 and given a flying assignment that reports at 1700.

**20-K-6-g** If unused, a Short Call Reserve reverts back to Long Call.

**20-K-6-h** A Short Call Reserve shall be released at 1500 on his last day of reserve, unless by that time he has either received an assignment or been notified to complete his Short Call.

**20-K-6-i** The Company may offer lines consisting of a Short Call assignment on each work day. These pure Short Call lines shall be awarded in seniority order only to those Reserves who have requested one.

### **20-K-7 Last Day Off Prior to Reserve Days**

**20-K-7-a** On the day following his day(s) off, a Reserve shall not be required to depart from his Base prior to 0700 except that such time shall instead be:

**20-K-7-a-(1)** 0600, if the Pilot was released from being available for assignment at or before 1500 on the day preceding his scheduled day(s) off; or

**20-K-7-a-(2)** 0800, if the Pilot was scheduled to be released from 0001 to 0059 on the day preceding his scheduled day(s) off.

**20-K-7-a-(3)** A Pilot may waive the restrictions in this Section 20-K-7-a.

**20-K-7-b** Assignments made from 1300 to 1459 on the last day off prior to reserve days shall be placed in the Pilot's schedule. The Company is not required to notify the Pilot.

**20-K-7-c** Assignments made from 1500 to 1759 on the last day off prior to reserve days shall be placed in the Pilot's schedule and the Company shall notify the Pilot by phone. The assignment shall not require the Pilot to:

**20-K-7-c-(1)** report prior to 0900, for a Trip or Field Standby assignment; or

**20-K-7-c-(2)** begin earlier than 0900, for a Short Call assignment.

**20-K-7-c-(3)** A Pilot may waive these provisions.

**20-K-7-d** Assignments made after 1759 on the last day off prior to reserve days shall be placed in the Pilot's schedule and the Company shall notify the Pilot by phone. The assignment shall not require the Pilot to:

**20-K-7-d-(1)** depart prior to 1300, for a Trip; or

**20-K-7-d-(2)** begin earlier than 1200, for a Short Call assignment; or

**20-K-7-d-(3)** report prior to 1200, for a Field Standby assignment.

**20-K-7-d-(4)** A Pilot may waive these provisions.

**20-K-7-e** A Reserve on his last day off must check his schedule and/or messages sometime from 1800 to 0059 on his last day off. He must acknowledge any assignment entered before 1800 by 0059 on his last day off.

**20-K-7-f** For the purposes of this Section 20-K-7, a "day off" is any day other than a day "worked" (i.e., a "day worked" includes: flight duty, reserve, reserve assignment, training duty, special assignment, other flight duties for which compensation is paid). Additionally, for the purposes of this Section 20-K-7, a day of jury duty, ALPA business, Company business, or military leave is not considered a "day off".

### **20-K-8 Aggressive Pick-Up**

A Reserve may pick-up an assignment on a first-come first-served basis pursuant to the following provisions:

**20-K-8-a** An open assignment shall be available for pick-up starting at 1100 the day prior to the scheduled report time of the Trip, the scheduled report time of a Field Standby assignment or the scheduled start time of a Short Call assignment.

**20-K-8-b** A Reserve may pick up an assignment that has the same number of days, or the same number minus one (1), as the number of reserve days he has before his next scheduled unavailable days. For purposes of Section 20-K-8-b, the current day is not counted as a reserve day, except before 1500 for a Reserve on Long Call.

**20-K-8-c** A Reserve may submit an aggressive pick-up request for one or more assignments that he cannot otherwise pick up under Section 20-K-8-b. The Company may enable an assignment to be aggressively picked up by Reserves from a particular silo. If it does so, the assignment shall be awarded to the Reserve in that silo with the earliest request submission time.

**20-K-8-d** A Reserve who is not on Short Call may aggressively pick up an assignment while on an assignment. If he subsequently is projected to require a schedule repair, the Company may remove the assignment from his schedule, if doing so removes the need for the schedule repair.

**20-K-8-e** A Short Call Reserve may aggressively pick up an assignment that reports or starts on the day following the day on which his current Short Call assignment begins, provided the report or start time of the assignment is at least ten (10) hours from the end of the Reserve's current Short Call assignment. A Short Call Reserve may not aggressively pick up an assignment that reports or starts on the same day that his current Short Call assignment begins. The Company may, at its option, modify the end time of the Short Call assignment to allow an aggressive pickup that would otherwise not be allowed.

**20-K-8-f** If a Short Call Reserve aggressively picks up a Trip for the following day, he must remain telephone available for the duration of the current Short Call assignment with the understanding that flying may be assigned that creates a situation where the aggressively picked up Trip is removed.

**20-K-8-g** If a Reserve aggressively picks up an assignment from 0100 to 1500 in a period of reserve days that is followed by an FDO, the following shall apply:

**20-K-8-g-(1)** The Reserve shall not be released to the assignment until:

**20-K-8-g-(1)-(a)** 1500, if the assignment reports or starts on the following day; or

**20-K-8-g-(1)-(b)** the time at which the required FAR rest period for the assignment begins, if the assignment reports or starts on the same day.

**20-K-8-g-(2)** The assignment may be removed provided that:

**20-K-8-g-(2)-(a)** The Reserve is assigned a substitute assignment before he is released in accordance with Section 20-K-8-g-(1); and

**20-K-8-g-(2)-(b)** The substitute assignment is a Basic Trip that ends on the FDO; and

**20-K-8-g-(2)-(c)** There are no Reserves available for the substitute assignment who would not require disruption of a day off; and

**20-K-8-g-(2)-(d)** If the removed assignment has a higher pay value than the substitute assignment, he shall receive the pay value of the removed assignment.

**20-K-8-h** A Reserve whose period of reserve days is followed by a CDO is not eligible to aggressively pick-up an assignment for such period. However, from 1100 to 1300 he may conditionally claim one or more assignments of any length. The Company may remove a claim for any reason. At 1500, an assignment with a claim shall be awarded to the Reserve who made the earliest claim.

**20-K-9 Notification of Reserve Assignments**

**20-K-9-a** The Company shall notify a Reserve at the time of assignment, except as follows:

**20-K-9-a-(1)** A Reserve who receives an assignment under Section 20-I-6-d need not be notified.

**20-K-9-a-(2)** If the notification would otherwise occur from 2300 to 0659, the following shall apply:

**20-K-9-a-(2)-(a)** If the Trip became available for assignment twenty-four (24) hours before the scheduled Departure time of the Trip, a Reserve shall not be notified of the assignment until 0700.

**20-K-9-a-(2)-(b)** If the Trip became available for assignment from twenty-four (24) hours to thirteen (13) hours before the scheduled Departure time of the Trip, a Reserve shall be notified no sooner than fifteen (15) hours before the scheduled Departure time of the Trip or at 0700, whichever is earlier.

**20-K-9-a-(2)-(c)** If the Trip became available for assignment less than thirteen (13) hours before the scheduled Departure time of the Trip, a Short-Call Reserve shall be notified so as to provide him with enough time to comply with the call-out time specified in Section 20-A-4 or at 0700, whichever is earlier, unless waiting to make the assignment would cause the Reserve to become unavailable for the assignment.

**20-K-9-b** If a Reserve prefers to not be contacted from 0100 to 0659 he may notify the Company of this preference. This notification must be made before the applicable Bid Period begins. Once selected, this option shall remain selected until changed by the Reserve. If this option is selected, the application of Section 20-K-9-a shall be modified as follows:

**20-K-9-b-(1)** If the Company would otherwise contact the Reserve from 0100 to 0659 in order to make an assignment or reset the Reserve's FAR rest period, that telephone call shall be delayed to the maximum reasonable extent, without jeopardizing callout notification or the ability to give him the assignment or to reset his FAR rest period.

**20-K-9-b-(1)-(a)** If the purpose of the call is to provide or reset the Reserve's FAR rest period, then the call shall be made eleven (11) to twelve (12) hours before report time or at 0700 (or as soon thereafter as feasible), whichever is earlier. Waiting until eleven (11) hours prior to report time is desirable, but the call may be made as early as twelve (12) hours prior to report time, at Company discretion to accommodate workload issues.



**20-K-9-b-(1)-(b)** If the purpose of the call is to assign a Trip or Field Standby to a Reserve on Short Call, and no rest reset is possible (because it is already within ten (10) hours of report time), then the call shall be delayed until necessary to provide the Reserve with enough time to comply with the call-out time specified in Section 20-A-4 or at 0700 (or as soon thereafter as feasible), whichever is earlier.

**20-K-9-b-(2)** If a Short-Call Reserve has selected this option, the Company shall attempt to contact him once during his FAR rest period under the following conditions:

**20-K-9-b-(2)-(a)** An assignment has already been placed into his schedule, and

**20-K-9-b-(2)-(b)** The call negates the need to contact the Reserve from 2300 to 0659, and

**20-K-9-b-(2)-(c)** The call is attempted from 1200 to 2259.

**20-K-9-b-(2)-(d)** If all of the above conditions are met, the Company shall inform the Reserve via telephone or voicemail that they are attempting a courtesy call to inform him of an assignment that has been placed on his schedule. The Reserve is under no obligation to answer the call or acknowledge the assignment while in his FAR rest period. If the Reserve does not acknowledge the assignment, the Company shall follow the contact procedures outlined in Section 20-K-9-a.

## **20-L Reassignments**

### **20-L-1 Original Arrival Time**

**20-L-1-a** A Pilot's original Arrival time shall be the scheduled Arrival time of the last flight of his Trip, as measured at the time immediately before his first reassignment is made except that the following shall apply to a Pilot who is assigned or reassigned flying under Section 20-F-1:

**20-L-1-a-(1)** If he is advised of the loss of his flying within seventy-two (72) hours of the scheduled Departure of the Trip which contained the lost flying, his original Arrival time shall be the scheduled Arrival time of the Trip before any flying was lost.

**20-L-1-a-(2)** If he is advised of the loss of his flying more than seventy-two (72) hours before the scheduled Departure of the Trip which contained lost flying, then his original Arrival time shall be determined at such seventy-two (72) hour point, as follows:

**20-L-1-a-(2)-(a)** If the Pilot does not have an assignment on the last day of the period subject to Section 20-F-1 assignment or reassignment, his original Arrival time shall be the scheduled Arrival time of the Trip before any flying was lost.

**20-L-1-a-(2)-(b)** If the Pilot does have an assignment on the last day of the period subject to Section 20-F-1 assignment or reassignment, his original Arrival time shall be the scheduled Arrival time of that assignment.

**20-L-1-a-(3)** Notwithstanding Sections 20-L-1-a-(1) and 20-L-1-a-(2), if a Pilot is being assigned or reassigned flying under Section 20-F-1 due to a previous Section 20-F

assignment or reassignment, his original Arrival time shall be the scheduled Arrival time of the Trip before any flying was lost.

**20-L-1-a-(4)** For the purposes of this Section 20-L-1, a Pilot who voluntarily impacts the flying on the last day of the period subject to Section 20-F-1 (e.g., making a request for a specific flight assignment or through trip-trading) shall not be considered to have been assigned or reassigned flying under Section 20-F-1.

**20-L-1-b** A Pilot's original Arrival time on a Trip that ends in a Surface Deadhead shall be the scheduled Arrival time of the Surface Deadhead.

**20-L-2 Basic Flying Reassignment Limitations**

**20-L-2-a** When a Pilot's original Arrival time is:

**20-L-2-a-(1)** From 0100 to 1200, the Pilot must be scheduled to arrive from the reassigned Trip no later than 1200 the next day.

**20-L-2-a-(2)** From 1201 to 0059, the Pilot must be scheduled to arrive from the reassigned Trip no later than 0059 the next day.

**20-L-2-b** If reassigned into a day off and the reassignment prevents a commuting Pilot from returning to his primary residence on that day off, the Pilot shall be provided a hotel room upon request.

**20-L-2-c** A Reserve whose original assignment included flying on an FDO shall not be reassigned beyond that FDO, without his concurrence.

**20-L-3 Global Flying Reassignment Limitations**

**20-L-3-a** If reassigned to a Trip with no augmentation or a Trip whose maximum required augmentation level is single augmentation, a Pilot must be scheduled to be released from the reassigned Trip

**20-L-3-a-(1)** within forty-eight (48) hours of his original Arrival time, or

**20-L-3-a-(2)** within thirty-six (36) hours of his original Arrival time if the reassignment contains flying that is scheduled to begin prior to forty-eight (48) hours before his original Arrival time.

**20-L-3-b** If reassigned to a Trip whose maximum required augmentation level is double augmentation, a Pilot must be scheduled to be released from the reassigned Trip

**20-L-3-b-(1)** within sixty (60) hours of his original Arrival time, or

**20-L-3-b-(2)** within forty-eight (48) hours of his original Arrival time if the reassignment contains flying that is scheduled to begin prior to sixty (60) hours before his original Arrival time.

**20-L-3-c** In the event a Pilot is reassigned to arrive at his Base later than originally scheduled, upon his request the Company shall notify the Pilot's primary residence or contact number of the delay and expected Arrival time.

**20-L-4** A Pilot shall not be reassigned into a vacation day(s) or into day(s) protected in accordance with Section 20-D-5. However, a Pilot may be required to remain at a city to fly a delayed aircraft on such days, but only if no other solution exists to operate the flight in a timely manner. A Pilot whose vacation days are disrupted shall have the lost vacation day(s) added to the end of the vacation period.

**20-L-5** It shall not be considered a reassignment when a Pilot's originating segment is delayed and he is given an Off-Duty Period in accordance with Section 5-F-3 prior to departing on the delayed segment. However, the following shall apply:

**20-L-5-a** The Pilot shall be responsible for continuing to fly the Trip and shall receive two (2) hours of Add Pay provided the delayed originating segment actually operates.

**20-L-5-b** If the Trip requires a Pilot to work into a previously scheduled day or days off, he shall be awarded a vacation day for each such day.

**20-L-6 Add Pay for Reassignments**

**20-L-6-a Late Pay.** A Lineholder shall receive fifty percent (50%) Add Pay for all scheduled Flight Time and Deadhead Time after his original Arrival time.

**20-L-6-b Day-Off Pay.** A Pilot shall receive fifty percent (50%) Add Pay for all scheduled Flight Time and Deadhead Time on a day off (regardless of whether the day off is restored). A Reserve who is reassigned into a FDO or CDO shall not receive Add Pay for the reassignment.

**20-L-6-c** If a Pilot is reassigned more than once, Add Pay received in Section 20-L-6 shall be determined after the last reassignment.

**20-L-6-d** Once a Pilot's original Arrival time is established, an assignment made under Section 20-F-1 shall be considered a reassignment for purposes of Section 20-L-6.

**20-L-6-e** Deadheading added to a Pilot's Trip shall be considered a reassignment for purposes of Section 20-L-6.

**20-M Long Delays**

If a flight Departure is delayed by twenty-two (22) hours or more at a location other than the Pilot's Base, and if the delay is not a direct result of a delay on the originating flight segment of the Trip, the delay shall be treated as follows; except that if the Pilot is also reassigned on the Trip, this Section 20-M shall not apply.

**20-M-1** The Pilot shall receive Add Pay in accordance with Section 20-L-6.

**20-M-2** Lineholder lost days off shall be restored in accordance with Section 20-N.

**20-N Restoration of Lineholder Lost Day Off**

**20-N-1** When a Lineholder is reassigned into a day or days off under the provisions of Sections 20-F-2, 20-I-5-a, 20-I-12 (Step Seven), 20-I-13 (Step Eight), or 20-J and his schedule does not require a repair due to the Minimum Day Off provisions of Section 5, that day or days off shall be restored according to the provisions of this Section 20-N.

**20-N-1-a** On the B737, A320/319/321 and B756 fleets, all lost days off shall be subject to restoration.

**20-N-1-b** On the A380, B747, B777, B787, A330 and A350 fleets, for each Trip the first lost day off shall not be subject to restoration; however, the second and any subsequent lost day or days off shall be subject to restoration.

**20-N-1-c** Notwithstanding Sections 20-N-1-a and 20-N-1-b, if a B756 Category's Monthly Schedule Preferencing award for Lineholders averages 18 days off or greater, then for that Bid Period that Category shall be subject to the provisions of Section 20-N-1-b. For purposes of this Section 20-N-1-c only, a day off shall be any day that does not contain flying or training.

**20-N-2** At any time in the restoration process the Company may offer Add Pay in lieu of restoration. Such offered Add Pay shall be no greater than five (5) hours, and the sum of the offered Add Pay and any Add Pay received under Sections 20-I-5-a, 20-I-12 (Step Seven), 20-I-13 (Step Eight) or 20-L-6-b for the reassignment must be at least five (5) hours.

**20-N-2-a** For example, if a Pilot received three (3) hours of Add Pay under Section 20-L-6-b, the Company may offer him from two (2) to five (5) hours of Add Pay in lieu of restoration.

**20-N-2-b** For example, if a Pilot received six (6) hours of Add Pay under Section 20-I-13 (Step Eight), the Company may offer him from zero (0) to five (5) hours of Add Pay in lieu of restoration.

### **20-N-3 Lineholder Lost Day Off Restoration Process**

**20-N-3-a** Within twenty-four (24) hours of the completion of the assignment or reassignment that causes the need for restoration, the Lineholder shall provide two choices for day off restoration. The restoration choices can occur in any combination of the current Bid Period and the Bid Period immediately following, if Monthly Schedule Preferencing for that following Bid Period is complete.

**20-N-3-b** Restoration shall be deferred if there are no future Trips in the Lineholder's schedule, or if there is only one future Trip in his schedule and he opts to defer. Additionally, the Company may defer restoration of the lost day off up to three (3) Bid Periods after the Bid Period in which the lost day off occurred.

**20-N-3-b-(1)** If the Pilot is a Lineholder in a Bid Period in which the day off could be restored, he must provide his restoration choices no later than the start of trip trading for that Bid Period.

**20-N-3-b-(2)** If the Pilot is a Reserve in a Bid Period in which the day off shall be restored, his first reserve day or days shall be restored to a day or days off.

**20-N-3-c** Restoration choices must be at the beginning or end of a Trip, cannot be on a Holiday, and if a reassignment requires more than one day off to be restored, those days off must be restored as a block.

**20-N-3-d** If the Pilot does not provide restoration choices in the timeframes given above and the Company does not defer restoration, the Company shall restore a day of its

choosing in the Bid Period or Bid Periods from which the Pilot could have provided choices or provide Add Pay in lieu of restoration in accordance with Section 20-N-2.

**20-N-3-e** To complete the restoration process, the Pilot's schedule shall be repaired, if needed, in accordance with Section 20-F.

**20-N-4** If a Pilot loses a day or days off in his Lineholder schedule as a result of a reassignment made to a Trip he was assigned while a Reserve, he shall be eligible to have those lost days restored in accordance with this Section 20-N. (Days off lost due to an assignment are not eligible for restoration.)

**20-N-5** With concurrence of both the Company and the Pilot, alternate restoration processes may be used.

## **20-O Abnormal Operations**

**20-O-1** This Section 20-O shall not apply to pilots whose Categories include A380, B747, B777, B787, A330 and A350 aircraft.

**20-O-2** When a Severe Weather Action Plan (SWAP) (or its equivalent) is active at a Base and when, as part of the SWAP, the Company has publicly announced the waiver of passenger change fees and is actively positioning pilots from their homes to the starting locations of their work assignments, then the provisions in this Section 20-O shall apply while the SWAP is active and, provided recovery operations are still proceeding, during the next day. In the event the Company eliminates passenger change fees, the parties shall meet and agree on a new triggering condition.

**20-O-3** A Pilot may be reassigned according to the provisions of Section 20-L, provided that

**20-O-3-a** he has not departed on the final leg of the Trip, and

**20-O-3-b** the reassignment does not modify the originating segment of the Trip, and

**20-O-3-c** the Pilot receives the Add Pay specified in Section 20-I-5-a-(4).

**20-O-4** Open Trips may be broken into open segments.

**20-O-5** If a Reserve who is not on his last day off aggressively picks up a Trip for the next day and if the Reserve was notified when he picked up the Trip that the Trip's report time falls in a time period in which the provisions of this Section 20-O are active, then the following shall apply:

**20-O-5-a** Notwithstanding Section 20-K-4-a, the Reserve shall not be released to the Trip and shall be so notified.

**20-O-5-b** He may be given an assignment under Section 20-I-6 or a reassignment that complies with Section 20-L, including an assignment that removes him from the originating leg of the Trip. Such assignment or reassignment must comply with Section 20-O-5-d.

**20-O-5-c** If such assignment removes the Reserve from the originating leg of his Trip and the assignment was not made under Section 20-F-1-a, the Reserve shall receive two (2) hours of Add Pay.

**20-O-5-d** If the assignment or reassignment is:

**20-O-5-d-(1)** made before 1500, he may be given an assignment or reassignment that reports the next day;

**20-O-5-d-(2)** made from 1500 to 1759, he may be given an assignment or reassignment on the next day that reports at or after 0900 or his original Trip's report time, whichever is earlier;

**20-O-5-d-(3)** made from 1800 to 0059, he may be given an assignment or reassignment on the next day that reports at or after 1200 or his original Trip's report time, whichever is earlier.

**20-O-5-e** If the Reserve is not assigned or reassigned by 0059 or ten (10) hours prior to the report time of the Trip, whichever is earlier, he shall be released to the Trip at that time.

**20-O-6** The assignment deadlines in Sections 20-I-6-d and 20-I-6-e shall not be applicable to Open Trips that include flights to or from a Base affected by the SWAP and that are scheduled to depart or arrive in a time period in which the provisions of Section 20-O are active.

**20-O-7** If a Pilot is subject to Section 20-F-1 and the lost flying was scheduled to depart in a time period in which the provisions of Section 20-O are active, the Company may utilize the telephone availability provisions of Section 20-F-1-a-(3) regardless of when the Pilot is advised of the loss of the flying.

**20-O-8** Notwithstanding Section 5-D and provided the originally scheduled deadhead and/or the deadhead deviation occur in the time period in which the provisions of Section 20-O are active, then

**20-O-8-a** the Company may deny a deadhead deviation when the Pilot notifies the Company of his intent to deviate.

**20-O-8-b** if a Lineholder has notified the Company of his intent to deviate at the start of a Trip but he has not verified for the Trip, the Company may deny the deviation when he verifies for the Trip.

**20-O-8-c** if a Reserve has notified the Company of his intent to deviate at the end of a Trip and if there is not an Off-Duty Period between the last flying flight segment of the Trip and the scheduled deadhead from which he is deviating, he may be required to remain on the originally scheduled deadhead, provided he is so notified by the Company by the block-in of the last flying flight segment.

**20-O-8-d** if a Pilot has notified the Company of his intent to deviate at the end of a Trip and if there is an Off-Duty Period between the last flying flight segment of the Trip and the scheduled deadhead from which he is deviating, the Company may cancel the deviation and require him to remain on the original Trip, except that:

**20-O-8-d-(1)** for a Lineholder, if the SWAP described in Section 20-O-2 is occurring at an airport that is neither his Base nor the location of the intervening Off-Duty Period, then Section 20-O-8-d shall not apply. Instead, when applying Section 5-D-5-b-(2), such

Lineholder may be required to remain available for up to five (5) hours but no later than 1900 local time for reassignment.

**20-O-8-d-(2)** Section 20-O-8-d shall not apply to a Lineholder whose last flying flight segment of the Trip is a Global Flight and whose intervening Off-Duty Period is located in the contiguous United States.

## **20-P Trip-Trading**

**20-P-1** A Lineholder who requests a schedule modification via the automated trip-trading system shall be subject to the following restrictions:

**20-P-1-a** Trading into or out of a training Trip (including an en route check) is only permitted with Company concurrence.

**20-P-1-b** A Pilot who has less than 100 hours in the aircraft requires Company concurrence to trade into a Trip in which the other Pilot position is open.

**20-P-1-c** Trading into a Field Standby assignment is only permitted with Company concurrence.

**20-P-1-d** If a Lineholder is projected to become NQ, he is not permitted to modify the portion of his schedule that occurs after the projected NQ date without Company concurrence, except that he may attempt to drop Trips that occur after the projected NQ date.

**20-P-1-e** A Lineholder under NQ or DNF (Do Not Fly) status is not permitted to modify his schedule.

**20-P-1-f** Trading into a recurrent training fill-in assignment is only permitted with Company concurrence.

**20-P-1-g** Commencing at 0001 Central Time on the calendar day that bidding for Monthly Schedule Preferencing closes, any schedule modification request that alters the last six (6) days of the current Bid Period shall be delayed until the results of Monthly Schedule Preferencing for the next Bid Period are available to the trip-trading system.

**20-P-1-h** Without Company concurrence, a schedule modification request shall be denied if it causes the sum of the Lineholder's Flying Hours and Nonflying Hours, as defined in Section 5-B-2-b, to be below fifty (50) hours.

## **20-P-2 Out-of-Base Lineholder Eligibility**

**20-P-2-a** Trips become eligible for out-of-Base Lineholder pick up or trade starting at 1300 on the day before the Trip reports.

**20-P-2-b** Notwithstanding Section 20-P-2-a, an out-of-Base Lineholder is always eligible to pick up or trade with lineholder premium pay and SRM Trips, except that the first time a lineholder premium pay Trip is included in a trip-trading run it shall be available solely to in-Base Lineholders.

## **20-P-3 Instructor/Evaluator Eligibility**

**20-P-3-a** An I/E shall be eligible to participate in trip-trading during the forty-eight (48) hour period that begins twenty-four (24) hours after the first trip-trading run for a Bid Period.

**20-P-3-b** Following the forty-eight (48) hour period in Section 20-P-3-a, Trips become eligible for I/E pick up starting at 1300 on the day before the Trip reports, or at twelve (12) hours prior to the Departure time of a positioning deadhead, if such a deadhead is required before the Trip, whichever is earlier.

**20-P-3-c** Notwithstanding Section 20-P-3-a and 20-P-3-b, an I/E is always eligible to pick up lineholder premium pay and SRM Trips, except that the first time a lineholder premium pay Trip is included in a trip-trading run it shall be available solely to in-Base Lineholders.

**20-P-4** Trip-trading shall adhere to the following processes:

**20-P-4-a** Schedule modification requests shall be accepted shortly after the results of Monthly Schedule Preferencing are available to the trip-trading system.

**20-P-4-b** If immediately prior to the first run of the trip-trading system the pay value of all Open Trips in a Category is less than one percent (1%) of the pay value of all Trips available for awarding in Monthly Schedule Preferencing for that Category, the Company shall allow enough Trip drops in that first run so that the pay value of those dropped Trips equal that difference (between one percent (1%) and the current Open Trips). The intent of this provision is to seed trip trading.

**20-P-4-c** The trip-trade system shall process requests for the first time at 1600 on the twenty-fourth (24<sup>th</sup>) day of the calendar month preceding the Bid Period. This start date and time may be changed with SSC concurrence.

**20-P-4-d** The trip-trade system shall process at least every four (4) hours except that the parties understand that some Categories may take longer than four hours to process.

**20-P-4-e** At 1100, all Trips that report on the next day shall become available for instantaneous trading.

**20-P-4-f** Instantaneous trades that include a Trip drop on the current or subsequent calendar day shall be subject to Company concurrence.

**20-P-4-g** Except for instantaneous trading, all trip-trade processing shall be done in seniority order. When out-of-Base Lineholders and/or I/Es are eligible, they shall be processed in seniority order after all in-Base Lineholders.

**20-P-5** At its sole discretion, the Company shall determine the specific staffing parameters and metrics that govern trip-trading. The Company agrees to share the general methodology and variables with the SSC, and shall allow the SSC to review specific staffing parameters and metrics at least monthly. The SSC shall be given the opportunity to consult with and make recommendations to the Company on trade criteria, system performance, system upgrades, and error resolution.



**20-Q Miscellaneous**

**20-Q-1** A Pilot shall not be required to keep the Company advised of his whereabouts on his days off. While on layover at a foreign location, a Pilot shall advise the local United Station Operations of his whereabouts, if not residing at the scheduled hotel.

**20-Q-2** A planned fuel stop required for operational reasons on a Global Flight, even though pre-planned on a recurring basis, shall not be considered as a scheduled stop for any reason. Should such a fuel stop occur, a Pilot operating the flight shall receive one (1) hour of Add Pay, provided upon completion of fueling the crew continues flying toward their original destination. Fuel stops shall not be planned for less than forty (40) minutes block-to-block.

**20-Q-3** Should international scheduling problems occur, the parties shall meet to attempt to resolve the problems. Additionally, the following shall apply to Federal Aviation Regulations:

**20-Q-3-a** Should the Federal Aviation Administration modify the current FAR, the parties shall meet for the purpose of determining what changes, if any, should be made to this Agreement to conform with the new regulations.

**20-Q-3-b** The parties shall meet and agree upon reasonable solutions consistent with the spirit and intent of the 2012 Scheduling “Small Group” negotiations if subsequent applications of FAR 117 materially impact out-of-Base Lineholder pick-up, the ability for a Lineholder to take a Trip from a Reserve, or the Open Trip timeline.

**20-Q-3-c** If FAR are modified so that a Long Call reserve may be assigned a Short Call window that is greater than fourteen (14) hours in duration, then Section 20-K-6-a shall be modified to permit a Short Call assignment whose duration is the greatest allowable by FAR but no more than fifteen (15) hours in duration.

**20-Q-3-d** If government regulators interpret FAR 117 in a way that causes pilots that deviate from their scheduled deadhead to lose flight Duty Period availability, the parties shall meet and resolve the issue so that no daily flight Duty Period availability is lost (or the loss is minimal) and the loss of cumulative flight Duty Period availability is consistent with a Pilot’s ability to decrease availability in trip-trading.

**20-Q-4** A Pilot may be required to perform an engine run or to reposition an aircraft; the actual duty limitations of Section 5-F-1 shall apply. Such Pilot shall receive Add Pay equal to the actual time required of him, but no less than thirty (30) minutes of Add Pay. Without his concurrence, a Pilot shall not be required to perform these duties before the scheduled start of a Duty Period, at the end of a Trip, or for more than one (1) hour after blocking in at the end of a Duty Period that does not end the Trip. Without his concurrence, he shall not be required to perform a procedure not covered in Flight Manual Normal, Non-Normal or Supplemental procedures.

**20-Q-5** When a Trip terminates at an airport other than the scheduled airport, and the two airports are in the list of airport pairs in Section 5-E-1-h, the following shall apply:

**20-Q-5-a** If movement of the aircraft to the scheduled airport is expected within three (3) hours of Arrival at the alternate airport, or positioning of the aircraft at the alternate

airport is desired after unloading, the crew may be required to accomplish such movement or positioning. The Duty Period limitations in Section 5-F-1 shall not be exceeded.

**20-Q-5-b** If movement of the aircraft to the scheduled airport is expected beyond three (3) hours of Arrival at the alternate airport, without their concurrence the crew shall be released as soon as possible after any necessary aircraft positioning at the alternate airport.

**20-Q-6 Natural Disaster Absence Policy**

**20-Q-6-a** In the event a Pilot is unable to report to work due to a natural disaster (as determined by the Chief Pilot or his designated representative), his Trip(s) or reserve day(s) shall be dropped without pay; for Reserves, a Chief Pilot or Flight Manager may, with Pilot concurrence, instead move his remaining days off to cover the absence.

**20-Q-6-b** If there is insufficient time remaining in the Bid Period to make up the lost pay, or for other reasons specific to the individual Pilot, the Pilot may request that his Chief Pilot or his designated representative restore pay up to the original value of the his Line Pay Value using any unassigned future or current vacation due to him.

**20-Q-6-c** Notwithstanding Section 20-Q-6-a, if the natural disaster prevents a significant number of Company employees from reporting to work and the Company determines that the time missed shall be treated as paid time off, all affected pilots shall have their Line Pay Value restored to its original value.

**20-Q-7** Notwithstanding Section 5-I-1, the Company may assign or reassign open First Officer flying that is scheduled with an unaugmented crew to a Captain provided the following conditions are met:

**20-Q-7-a** Both Captains agree to the assignment or reassignment and each Captain is paid his appropriate Captain pay rate.

**20-Q-7-b** If the open First Officer flying occurs at an Equipment-Base, the Company has attempted to assign or reassign the flying to a First Officer using the Steps found in Section 20-I and has (at a minimum) reached Step Four of Section 20-I and, in Step Four, has offered the flying to First Officers under Section 20-H-5-b-(2).

**20-Q-7-c** If the open First Officer flying occurs at a non-Equipment- Base, there are no First Officers who could cover such flying without a schedule repair.

**20-Q-7-d** The Company may not cover the Open Flying with a Captain using Steps Five through Eight of Section 20-I unless it has first attempted to cover the Open Flying with a First Officer using Steps Five through Eight of Section 20-I.

**20-Q-8 Surplus Reduction Lines at Lesser Guarantee**

**20-Q-8-a** The Company reserves the right to determine the number of Surplus Reduction Lines, if any, within any Category. The Company shall post available Surplus Reduction Lines, and pilots shall then bid on these assignments. Any Surplus Reduction Lines that go unfilled shall be cancelled.

**20-Q-8-b** All Pilots in a Category where Surplus Reduction Lines are offered are eligible to preference such lines, except those with scheduled vacation, transition training, required training consolidation (transitional, initial or extended monitoring), other leaves of absence, or any sick leave included in Monthly Schedule Preferencing. A Pilot in his base or grace month who is awarded a Surplus Reduction Line and who was awarded recurrent training in the recurrent training bidding process shall be obligated to take his recurrent training and shall be credited with pay in accordance with Section 3-E-1-b, in addition to the fifty (50) hours described in Section 20-Q-8-c.

**20-Q-8-c** A Pilot shall receive pay at his applicable hourly rate in effect on the date that he receives a Surplus Reduction Line. Such Pilot shall receive fifty (50) hours of pay for each Bid Period he participates in the program, and shall receive all accruals and benefits for each such Bid Period. Such Pilot shall have no flying or availability obligations in any Bid Period in which he participates in the program, except a Pilot who is on reserve the first day of the following Bid Period is still obligated to acknowledge an assignment as required in Section 20-K-7-e.

**20-Q-8-d** A Pilot awarded a Surplus Reduction Line shall not be eligible to use sick leave during that Bid Period.

**20-Q-8-e** A Pilot with a Trip that carries inbound time into the surplus reduction Bid Period shall fly the Trip that contains the inbound flight(s) and he shall be paid for the inbound portion of the Trip in addition to the fifty (50) hours of pay described in Section 20-Q-8-c. A Pilot on reserve shall be unavailable for any inbound Trip into any Bid Period in which he participates in this program, unless he is the Only Reserve Available, in which case he may be given an assignment that operates into the first four (4) days of the Surplus Reduction Line Bid Period for a Global Trip, and one (1) day of the Surplus Reduction Line Bid Period for a Basic Trip.

**20-Q-8-f** During any Bid Period in which Surplus Reduction Lines are offered in a particular Category, no more than fifteen percent (15%) of the Lineholders in that Category can have their awards during Monthly Schedule Preferencing “forced.” A Lineholder’s award is considered “forced” if:

**20-Q-8-f-(1)** The award is built to minimum days off, or is built within thirty (30) minutes of the upper end of the line construction range that is in use for that Category and Bid Period, and;

**20-Q-8-f-(2)** Removing any single Trip would improve the score of his Monthly Schedule Preferencing award.

**20-Q-9 Life Event**

**20-Q-9-a** When he cannot secure relief using other provisions of the Agreement or company policy, a Pilot may have an infrequent need to be relieved from flight duty in order to attend a "life event" (that is, a significant personal obligation such as a Pilot's own wedding, the wedding of his child, religious rite of passage of his child, his child's

graduation or other qualitatively similar events; but not his child's ball game, little league pictures, driving his child to camp and other qualitatively similar events).

**20-Q-9-b** A Pilot who 1) gives the Company notice of a life event prior to Monthly Schedule Preferencing, 2) tries to bid Golden Days for it, 3) tries to bid around it, but is unsuccessful and 4) tries to trade around it but is unsuccessful shall be relieved of no more than one Trip, without pay, that conflicts with such life event, barring the most extraordinary circumstances.

**20-Q-9-c** A Pilot whose request is honored shall make-up the Trip during the current Bid Period. If the Pilot can demonstrate that making up the Trip is not possible, he may use his unassigned current vacation or his next year's vacation to provide pay for the absence.

**20-Q-9-d** A Pilot whose request is denied due to extraordinary circumstances shall be entitled to reconsideration of his request by his Chief Pilot within forty-eight (48) hours of its denial. If the application of this Section 20-Q-9 should result in any unforeseen situations which could produce a potential disruption in service, the parties agree to immediately seek to reach a mutual resolution of the problem prior to the Company taking any unilateral action.

**20-Q-10 Reserve Availability during Post-Trip Rest Required by FAR 117.25(d)**

**20-Q-10-a** In no case shall a Pilot be able to pick-up or be assigned a Trip that reports during post-Trip rest required by FAR 117.25(d).

**20-Q-10-b** If a Reserve is in post Trip rest as required by FAR 117.25(d) during the Sections 20-I-6-d and 20-I-6-e assignment windows, the Company may attempt a courtesy call to the Reserve during the assignment window to inform him that he shall be given an assignment. The Reserve is under no obligation to be phone available, return calls from the Company, or to accept an assignment that is offered during the post Trip rest period required under FAR 117.25(d).

**20-Q-10-c** Whether or not the Company attempts a courtesy call as considered in Section 20-Q-10-b, the assignment may be entered into the Reserve's calendar during the post Trip rest period required under FAR 117.25(d).

**20-Q-10-d** If the Reserve has not acknowledged or accepted the assignment by the end of the post Trip rest period, the Company shall again attempt to contact him. The Reserve is obligated to be phone available and to return calls from the Company upon the conclusion of the post Trip rest period.

**20-Q-10-e** Assignment notification requirements shall be calculated from the end of the post Trip rest required by FAR 117.25(d). However, if personal contact with the Reserve is made during the post Trip rest period, he may elect to accept an assignment that reports at any time after the end of the post Trip rest period provided the minimum assignment notification requirements are met. If he elects to accept an assignment during the post Trip rest period, minimum assignment notification shall be measured from the time the Pilot accepts the assignment. Unless concurrence is received, a Reserve shall not be considered

"notified" under the provisions of Sections 20-K-5-a and 20-K-6-d until the conclusion of the post Trip rest period required under FAR 117.25(d).

**20-Q-10-f** The Reserve's responsibility to check his schedule on his last day off pursuant to Section 20-K-7-e is not affected by FAR 117.25(d) post Trip rest. He must still comply with the procedures in Section 20-K-7.

**20-Q-11 Recurrent Training Fill-in Assignments**

**20-Q-11-a** A recurrent training fill-in assignment shall be covered in the same manner as an Open Trip. The report time for an IAH-based or DEN-based Pilot shall be the report time of the fill-in assignment. The report time for all other pilots shall be the report time of the flight on which he is scheduled to deadhead to the training center.

**20-Q-11-b** Notwithstanding Sections 5-E-1 and 5-F-1, a Pilot shall not be scheduled to exceed thirteen and one-half (13.5) hours on duty in a combination of training and deadheading to or from the training location and, without his concurrence, shall not be required to exceed fourteen and one-half (14.5) hours; except that in the case of a delay in training, he may be required to exceed fourteen and one-half (14.5) hours to deadhead from training in order to avoid a schedule repair. This paragraph shall not apply if the Pilot deviates from the Company-designated deadhead.

**20-Q-11-c** A Pilot assigned to a flight simulator period as a fill-in crew member shall not be required to participate in the oral portion of any examination. If his performance requires additional training, such training shall be provided to a satisfactory level of proficiency and no checking events shall be scheduled.

**20-Q-11-d** The Company may elect to make the fill-in assignment available to Lineholders. If so, the following shall be the preference order:

**20-Q-11-d-(1)** Lineholders based at DEN for fill-in assignments at the Denver Training Center or Lineholders based at IAH for fill-in assignments at the Houston Training Center.

**20-Q-11-d-(2)** Lineholders from the same Base as the other Pilot assigned to the recurrent training.

**20-Q-11-d-(3)** Lineholders from other Bases, at the Company's option.

**20-Q-11-e** If a recurrent training fill-in shall be assigned to a Reserve, the following shall apply:

**20-Q-11-e-(1)** The assignment shall be made to a Reserve from the same Base as the Pilot receiving recurrent training, if available, without jeopardizing other coverage or the training event. Otherwise, a Reserve shall be assigned from any other Base where adequate coverage is available, giving consideration to maintaining an equitable distribution of such recurrent training fill-in assignments among Bases.

**20-Q-11-e-(2)** No Reserve shall be assigned to more than one (1) fill-in during any Bid Period, unless all other available Reserves at that Base have already received one or more such assignments.

**20-Q-11-e-(3)** No Reserve shall be given more than three (3) fill-in assignments during any six (6) consecutive Bid Periods, if the Reserve advises the Company of this fact at the time of assignment, unless no other Reserve with fewer assignments is available in the system.

**20-Q-12** Without his concurrence, a Pilot shall not be assigned to a landings class in the days off before and after a vacation period. A Pilot shall be provided On-Line positive space transportation for travel in connection with a landings class. The Pilot may use the positive space transportation to travel to and from his primary residence and the location of the landings class; for duty, off-duty and other scheduling requirements, such Pilot shall be treated as if the travel is to or from his Base. Landings classes may not be included in Monthly Schedule Preferencing.

### **20-Q-13 Operating Experience (OE) and En Route Checks**

**20-Q-13-a** OE for Captains and First Officers may be conducted by designated Line Check Airmen (LCA) functioning on their Trips.

**20-Q-13-b** The eighteen (18) hour minimum off-duty requirement of Section 9-F-10 shall not apply between a Pilot's training assignment and an OE Trip. Additionally, notwithstanding Section 5-E-12-a, an OE Trip may be scheduled for more than four (4) Duty Periods.

**20-Q-13-c** If an OE Trip begins with a Basic Flight that is scheduled to depart before 0900 and the newly-trained Pilot and the LCA agree to do the OE briefing the evening prior, hotel rooms shall be provided.

**20-Q-13-d** When an initial Captain is reporting for his first OE Trip and when the first flight in the Trip is a Basic Flight, the report time shall be two (2) hours.

**20-Q-13-e** LCAs may perform en route checks. The following shall apply to the Pilot being checked:

**20-Q-13-e-(1)** He shall be checked on his own Trip unless with his concurrence other arrangements are made.

**20-Q-13-e-(2)** In no event shall he be scheduled for more Duty Periods than were in his original schedule, without his concurrence.

**20-Q-13-e-(3)** His monthly pay shall not be affected by any changes made to accommodate an en route check.

### **20-Q-14 Emergency Drop**

**20-Q-14-a** If a Pilot's immediate family member (as defined in Section 20-Q-14-c) dies or suffers a life-threatening illness or injury, the Pilot shall be released with an Emergency Drop for up to four (4) consecutive work days with pay for any one instance. Such a block of consecutive work days may be interrupted by scheduled day(s) off (see examples below).

**20-Q-14-a-(1)** Pilot "A" is a Lineholder, with a two (2) day Trip, followed by days off and a three (3) day Trip. He shall be released with pay for the two (2) day Trip and the first two (2) days of the three (3) day Trip. The Lineholder has an obligation under Section 20-F-1 on the third day.

**20-Q-14-a-(2)** Pilot "B" is a Reserve, with two (2) reserve days, followed by days off, and three (3) reserve days. He shall be released with pay for a total of four (4) reserve days; the first two (2) reserve days and the first two (2) reserve days of the second block of three (3) reserve days.

**20-Q-14-b** A Pilot shall be entitled to no more than two (2) paid instances of Emergency Drop for each member of the Pilot's immediate family during his employment with the Company.

**20-Q-14-c** Immediate family members for purposes of Emergency Drops include: spouse, child, mother, father, brother, sister, grandparent, grandchildren, parent-in-law, Domestic Partner and wholly dependent relatives residing in the employee's home (including stepchildren and stepparents).

#### **20-Q-15 Flown by Operations (FBO)**

**20-Q-15-a** A Pilot removed from a Trip (or portion thereof) for FBO shall receive the scheduled pay value of the Trip and is released from any responsibility to the Company during the time period covered by FBO.

**20-Q-15-b** Without his concurrence, the Company may use a portion of a Pilot's Trip only if he is given twenty-four (24) hours notice.

**20-Q-15-c** Exchanging roles on an augmented flight does not constitute FBO.

#### **20-R Maintenance of First Officer Landing Currency**

Section 20-R applies to First Officers in a Category that has augmented Global Flying in Monthly Schedule Preferencing.

**20-R-1** Pilots shall receive electronic notification at least thirty (30) days prior to becoming non-qualified ("NQ") due to insufficient landings.

**20-R-2** With his concurrence, a Lineholder who is projected to lapse landing currency within the next thirty (30) days may be removed from a Trip and assigned other flying to maintain his currency. If the replacement flying is of a lesser value, he shall receive the pay value of the original Trip.

**20-R-3** A Lineholder must request a landing currency simulator period on a day off prior to becoming NQ. If the Lineholder attends a landings class on a day or days off prior to becoming NQ, he shall receive three and three-quarters (3.75) hours of Add Pay for each day of the landings class, provided such landings class is necessary to maintain landing currency. Such days shall be treated as days off. A Lineholder who attends a landings class after becoming NQ shall not receive such Add Pay.

**20-R-4** A Pilot may request Flight Office assistance to facilitate landing currency.

**20-R-5 Failure to Maintain Landing Currency**

**20-R-5-a** A Lineholder who becomes NQ as a result of failure to maintain landing currency and who has been a Lineholder in both of the two (2) Bid Periods preceding the Bid Period in which he becomes NQ, shall have his next scheduled Trip dropped without pay (no-pay status) if:

**20-R-5-a-(1)** He declines more than one (1) landings class date prior to becoming NQ; or

**20-R-5-a-(2)** He does not attend the scheduled landings class.

**20-R-5-b** A Reserve who misses a landings class and subsequently becomes NQ as a result of failure to maintain landing currency shall be placed on no-pay status for his next scheduled reserve day. However, he shall not be placed on no-pay status if he missed the landings class due to being sick, an approved leave of absence or by an action of the Company.

**20-R-5-c** A Pilot shall not be placed on no-pay status if the NQ is the result of (1) an approved leave of absence; (2) being awarded a surplus reduction line for the Bid Period in which he becomes NQ; (3) being sick for the Trip immediately preceding his becoming NQ and for part or all of the Trip preceding that Trip; or (4) being FBO'd from the Trip immediately preceding his becoming NQ.

**20-R-5-d** A Pilot who is over sixty (60) years of age shall not be placed on no-pay status if:

**20-R-5-d-(1)** two (2) of his last three (3) Trips flown prior to becoming NQ consisted solely of Global Flying flown by Captains who are over sixty (60) years of age, or

**20-R-5-d-(2)** during any of his last three (3) Trips flown prior to becoming NQ a management Pilot who is under sixty (60) years of age logged a landing that, had the over age sixty (60) First Officer logged it, would have made him current.

**20-R-5-e** If after becoming NQ the Pilot is able to regain his qualification prior to his next scheduled Trip and he is available to work the Trip under the terms of the Agreement (e.g., duty limits, off-duty requirements), the Pilot shall not be placed on no-pay status.



## **Section 21 - General**

### **21-A Company Equipment**

A Pilot shall not be required to pay for the use of any Company equipment used for training required by the Company.

### **21-B Personnel and Training Files**

Upon request, a Pilot shall be informed of all types of information that are kept by or for the Company relating to his employment, training and/or qualifications and shall be entitled to inspect all such files and information, regardless of where or how they are stored, including all changes to his Category, records related to a Pilot's employment status, training records, records kept pursuant to the Pilot Records Improvement Act, records of attendance, sick leave and other absences, and any other supervisory reports. A Pilot shall be entitled to inspect this information by making an appointment with his Base Chief Pilot, with reasonable notice, during business hours. Nothing herein shall prevent the Company from maintaining this information in separate or duplicate files.

### **21-C Change in Uniform**

Any change or alteration to the Pilot uniform must be with the concurrence of the Uniform Committee.

### **21-D Copy of Agreement**

A convenient booklet containing this Agreement and all associated documents including Letters of Agreement shall be furnished to the pilots by the Company no later than ninety (90) days after the signing of this Agreement. Copies of all additional supplemental amendments or agreements, on the same paper size and format as the Basic Agreement, shall be furnished to all pilots within forty-five (45) days after signing. The revisions and additions shall be numbered and dated for record keeping.

### **21-E Pass**

**21-E-1** Company personal pass travel policies shall apply to pilots and shall not be changed or discontinued during the term of this Agreement without first advising the Association the reason therefore and affording the Association an opportunity to confer with the Company. It is further understood that any additional personal pass entitlements extended to other employees (not to include Managing Directors and above) during the term of this Agreement shall also be extended to pilots, their widows/widowers and/or their dependents. Business travel policies shall be determined at the sole discretion of the Company.

**21-E-2** A Pilot who has ten (10) years of service with the Company prior to being permanently grounded shall be considered as a retired employee for pass travel privileges.

**21-E-3** Pilots on Military, COLA, Maternity/Paternal and Emergency leaves and their eligible family members shall have On-Line travel privileges at their active employee pass classification for the duration of the leave and may use any buddy or vacation passes in their possession at the time the leave begins.

**21-E-4** Pilots on Family and Medical Leave (“FMLA”) and their eligible family members shall have On-Line travel privileges at their active employee pass classification for the duration of the leave and may use any buddy or vacation passes in their possession at the time the leave begins. This Section 21-E-4 shall not apply to a Pilot on a FMLA as a result of his own health condition. Such Pilot’s travel benefits shall be governed by the Company pass policy.

## **21-F International**

**21-F-1** Should a situation arise, either in the country or city served, that could present a concern for the continued safety of the crew or aircraft, then representatives of the Association and the Company shall meet immediately to determine the most appropriate action and/or modifications required, including the possibility that additional insurance may be appropriate. In no event shall a Pilot assigned to United's international operations suffer any reduction to his Company insurance benefits. Additionally, the Company agrees to protect a Pilot from any reduction in his personal life insurance benefits which may result from his assignment to international operations at the time of his death up to a maximum of one million dollars of total personal coverage.

**21-F-2** If a crew member's luggage is lost by the Company while he is assigned a Global Trip or assigned to an international TDY domicile, then he shall be subject to the policy regarding lost luggage applicable to revenue passengers. An advance of \$250.00 shall be made available to a Pilot under these circumstances. Such \$250.00 shall be returned to the Company if his luggage is recovered.

**21-F-3** The Company shall provide the names of English speaking doctors and medical facilities which are available twenty-four (24) hours. A priority shall be placed on finding doctors and facilities which are convenient to the layover hotel and with whom arrangements can be made which shall eliminate the possibility that the Pilot shall be required to provide immediate payment for treatment; including arrangements which would require the Pilot to later reimburse the Company for advancing payment on his behalf.

**21-F-4** At least ninety (90) days prior to initiating new flying outside the United States, representatives of the Company and the Association shall meet to resolve operational issues. If a resolution cannot be reached, the Company shall make the final determination.

## **21-G No Discrimination**

There shall be no discrimination between employees covered by the Agreement because of race, creed, color, sex or national origin.

## **21-H Parking**

**21-H-1** If a Pilot is scheduled to fly or deadhead from an airport serving his Base and parking is not provided for his automobile, public facilities may be used and charges shall be paid by the Company. Such charges shall be submitted within ten (10) days using the appropriate expense reimbursement system and shall be supported by a receipt.

**21-H-2** In the event parking facilities are not available for employees at an airport location other than one serving his Base, the Company shall assume the monthly parking charges up to a maximum of thirty-five dollars (\$35.00) per month. This provision does not apply to original

or replacement charges for employees for parking decals, stickers, gate keys or similar items. It is understood that a Pilot may park his car at either his Base or some other Company station location, if parking space is available, in which case the Company shall be obligated to assume only the expense of one location.

## **21-I Indemnification**

The Company shall indemnify a Pilot or his estate and provide defense against any claims, whether by third parties or by fellow employees, arising out of such Pilot's performance of his duties with the Company as a Pilot unless such claims arise from the willful misconduct of the Pilot.

## **21-J Jumpseats**

**21-J-1** The parties agree that the Company shall maintain the current cockpit jumpseat policy which provides that the United cockpit jumpseat may be granted to other Part 121 air carrier pilots when a reciprocal cockpit jumpseat agreement is in effect. The Company has sole discretion in establishing reasonable procedures to administer this policy.

**21-J-2** The Company shall install a second jumpseat on B757 aircraft when the aircraft go through heavy maintenance.

**21-J-3** Provided seats are available in the cabin, authorized pilots may travel on jumpseat authority even if the cockpit jumpseat(s) are occupied. The Pilot shall be boarded in the cabin on jumpseat authority only after all other stand-by passengers (revenue and non-revenue) have been boarded.

**21-J-4** A United Airlines Pilot shall be allowed to travel on jumpseat authority and occupy the cockpit jumpseat(s) on a weight restricted flight.

## **21-K Change in Personnel Policy**

Company personnel policy which affects pilots shall not be changed without giving advance notice to the Association and affording them the opportunity to comment. Further, no change shall be made to any Company personnel policy which is contrary to any of the terms of this Agreement.

## **21-L Electronic Notifications and Postings**

**21-L-1** Unless otherwise expressly provided, all requirements contained in this Agreement to provide "notice" or to provide "written notice" or to "publish" or to "post" or to "make available" information, data or documents are fully satisfied by providing an electronic version of such information, data or document, in the case of notice, or by publishing or making such an electronic version available. Electronic versions of data, information or documents shall be deemed to be the contractual equivalent of written or hard copies of the same information, data or documents and may be used to satisfy all obligations which would otherwise require hard copy documents, provided that the electronic version is in a format that is in general use (e.g., Adobe Acrobat, Word, Excel, Power Point, etc.), or an electronic delivery vehicle which is in general use by the Company (e.g., CCS, CMS, etc. or successor electronic delivery vehicles) at the time the information, data or document is provided.

**21-L-2** For notice of issues or deadlines that directly affect the Pilot, the Company shall send notification via CCS priority message (or its equivalent) which requires an acknowledgement of receipt. Pilots may opt to receive email and text notifications of CCS messages. However, official notification is determined by acknowledgement in CCS (not by receipt of email/text).

**21-L-3** For notice regarding training, potential displacement, or other similar short notice issues, the Company shall attempt to call the Pilot if he has not acknowledged the CCS message within seven (7) days of it being sent. Furthermore, if contact or acknowledgement has not occurred within forty-eight (48) hours of the phone call, the Company shall send notice via overnight mail with proof of receipt required.

## **21-M Crew Complement**

The Company agrees that no United Airlines aircraft shall be operated in scheduled commercial operation, including courtesy, publicity, charter, or ferry flights, unless the minimum crew on such aircraft consists of two (2) pilots from the United Pilot Seniority List.

## **21-N Jury Duty**

**21-N-1** A Pilot who is summoned to serve as a juror or court witness must notify his supervisor as soon as possible, but no later than twenty-four (24) hours prior to the start of the initial conflicting Trip or reserve day(s). Thereafter, it is the Pilot's responsibility to notify Crew Scheduling of any subsequent conflicting Trips or reserve days. Upon completion of jury or witness duty, a Pilot must submit a Certification of Court Attendance to certify the absence as being eligible for pay.

**21-N-2** Jury duty is considered a paid absence. Jury duty is given on a day-for-day basis. Once released from jury duty, the Pilot is subject to the options listed in 'Absences on a Portion of a Pairing' below.

**21-N-2-a** If the jury duty does not cover the entire Trip the Pilot shall be offered one of the following options, depending upon system manpower availability:

**21-N-2-a-(1)** If the Pilot cannot be positioned to fly the remaining portion of the Trip, then the Pilot cannot be required to use vacation or lose pay on those days not covered by the absence.

**21-N-2-a-(2)** If the Pilot can be positioned to fly the remaining portion of the Trip,

**21-N-2-a-(2)-(a)** The Company may require him to deadhead to any point to connect with the remainder of his Trip;

**21-N-2-a-(2)-(b)** With Company concurrence, the Pilot may utilize next year's vacation (vacation drop) to cover the remainder of the Trip; or

**21-N-2-a-(2)-(c)** With Company concurrence, the Pilot may drop the remainder of the Trip with no pay.

**21-N-2-b** A Reserve with jury duty shall not receive any Line Pay Value for day(s) of jury duty. However, each day(s) of jury duty shall count toward his MPG calculation in Section 3-C-1-b.

## **21-O No Cameras in Cockpit**

The Company shall join ALPA in vigorously opposing any legislative or regulatory attempt to have cameras installed in aircraft cockpits.

## **21-P Commuter Policy**

When traveling to their assignment, pilots are expected to exercise prudent judgment, including awareness of weather and other factors affecting travel, so as to allow adequate time for completion of all required activities associated with the schedule assignment or reserve duty. Specifically, if commuting by air, a Pilot must have a minimum of a primary and secondary flight (on and/or off-line), both of which are scheduled to arrive prior to report time for the initial schedule assignment or reserve duty. If, for any reason, a Pilot is unable to commute via the primary flight, the Pilot is to inform Crew Scheduling as soon as possible that he is planning to utilize the secondary flight. The contact with Crew Scheduling should be as detailed as possible to ensure they fully understand the situation. If, for any reason, a Pilot is unable to commute via the secondary flight, he must inform Crew Scheduling as soon as possible that he is or may be unable to cover the schedule assignment or reserve duty. In the case of a Reserve, his monthly guarantee shall be reduced by MPG value of the missed reserve day; however, the reserve may, with concurrence of the Chief Pilot Office or FODM, be given an assignment or elect to move an RDO and retain guarantee. In the case of a Lineholder, his Line Pay Value, MPG as necessary, and PTC shall be reduced by the value of any missed assignment.

## **21-Q Federal Flight Deck Officer (FFDO)**

A Pilot who shall attend initial or five (5) year recurrent FFDO training and informs the Company in time to have the necessary days included in Monthly Schedule Preferencing may elect to be paid using accrued but unused vacation, on a day for day basis. Additionally, the Company shall provide a Pilot PS-5 pass travel to and from all FFDO training.

## **21-R Hiring Standards**

Subject to other legal obligations, the Company shall make reasonable efforts to fill Pilot vacancies with the individuals who satisfy United's hiring standards, who have previously worked for carriers represented by ALPA, and who are no longer working for those carriers for economic reasons such as lay-offs or the shutdown of that carrier.

## **21-S Order to Fly**

**21-S-1** When a Pilot receives an assignment from the Company that, in the opinion of the Pilot, would violate the Agreement or is otherwise improper, the Pilot may:

**21-S-1-a** Request that the assignment be reviewed by a flight qualified management Captain prior to acceptance of the assignment; and

**21-S-1-b** Request that the flight qualified management Captain issue an order to the Pilot to comply with the assignment.

**21-S-2** After reviewing such assignment, the flight qualified management Captain shall:

**21-S-2-a** Advise the Pilot that the assignment is either proper or improper; and

**21-S-2-b** If requested by the Pilot, issue an order to the Pilot to comply with any assignment that in the opinion of the management Pilot is not in violation of the Agreement and is otherwise considered to be a proper assignment.

**21-S-3** After issuing an order to comply with an assignment, the flight qualified management Captain shall cause the order to be reflected in the audit trail of the assignment along with the issuer's initials.

**21-S-4** If the flight qualified management Captain elects not to issue an order to the Pilot, the Pilot may decline the assignment, and shall be held harmless for such declination.

## **21-T Crew Scheduling System**

The Company shall utilize a crew computer system that, at a minimum, contains the list of functions as mutually agreed on the Date of Signing (DOS).

## **21-U Effect of Law**

Nothing in this Agreement shall be construed as a waiver of any Pilot's right(s) under any applicable laws and regulations. To the extent that any provision of this Agreement, past practice or Company policy is in conflict with applicable laws or regulations, applicable law or regulations shall govern and shall be enforceable according to their terms (e.g. USERRA). To the extent that compliance with applicable laws and regulations requires changing provisions of this Agreement, past practice or Company policy applicable to other pilots not protected by the applicable laws and regulations (e.g., non-USERRA protected pilots), the parties shall, in a timely manner, meet and agree for the purpose of curing the violation or potential violation in a way which requires the least change, disruption of the existing circumstances, and additional cost as is possible without negatively impacting such pilots.

## **21-V Supplemental Bottled Water**

### **21-V-1 Aircraft**

**21-V-1-a** Working crewmembers shall be provided with bottled drinking water on transcontinental flights and flights outside the continental United States, except Canada. The bottled water shall be delivered directly to the cockpit at least ten (10) minutes before scheduled Departure time. Bottled drinking water shall meet U.S. Health Department standards for purity.

**21-V-1-b** The Company shall supply at least one (1) liter of water per working crewmember for flights scheduled for eight (8) hours or less, and two (2) liters of water per working crewmember for flights scheduled over eight (8) hours. Section 21-V-1-b is the minimum for bottled water to be supplied by the Company and is not meant to restrict crewmembers in the consumption of other water or beverages boarded on any United aircraft.

### **21-V-2 Hotels**

**21-V-2-a** Pilots shall be supplied with bottled drinking water at international layover hotels as set forth below (excludes Canada):

**21-V-2-a-(1)** In Central and South America (including Mexico City and Puerto Rico);

**21-V-2-a-(2)** In the Pacific Rim, at all destinations except for layover hotels in Narita, Osaka, Hong Kong, Sydney, Melbourne and Auckland;

**21-V-2-a-(3)** In Europe, Milan and Rome, Italy only; and

**21-V-2-a-(4)** In India and Africa, at all destinations.

**21-V-2-b** The approximate amount of water to be supplied per crewmember is two (2) liters per day. The bottled drinking water shall meet the U.S. Health Department standards for purity.

**21-V-2-c** During inspections of new hotels or re-inspection of current hotels outside of the continental U.S. and Canada, the Company and the ALPA Hotel Committee shall determine whether the hotel's water is safe for consumption. If it is determined that it is not, the provisions of Section 21-V-2-b shall apply to that hotel. This includes all hotels outside the continental U.S. and Canada, whether they are current or new destinations.

## **21-W Hardship**

**21-W-1** The Company and Association shall maintain a joint four-member Hardship Committee. The two Company members of the Committee shall be the Company's Vice President, Flight Operations and another management member selected by the Company, and the two Association members of the Committee shall be the Association's United MEC Chairman and another United Airlines Pilot representative selected by the Association. The Committee may meet in person, by telephone conference call or other convenient means. The Committee shall convene as necessary to address submitted hardship claims in a timely manner.

**21-W-2** The purpose of the Hardship Committee is to consider and act upon requests from individual pilots for relief from their obligations under the Agreement based on a claim that compliance with the Agreement would impose a hardship, including maintaining a position in his current or awarded Category. Such written submission must specify the basis for the claim, the relief requested and the desired duration of the relief. Each request shall be deemed confidential. The information contained within the claim and the disposition of the claim shall be shared by members of the Committee with others only on a need-to-know basis.

**21-W-3** In considering each request for relief, the Committee must be satisfied that the claimed hardship is genuine and sufficient to justify the relief granted. For purposes of Section 21-W-3, "sufficient" means that the problem giving rise to the hardship claim is not merely an inconvenience, but rather is of substantial gravity and intensity.

**21-W-4** The Hardship Committee has the authority to grant relief on an individual basis only to the extent and for the duration that the Committee deems necessary to address the demonstrated hardship.

**21-W-5** When hardship waivers are granted, they shall relieve the Company and/or the Association from financial and other obligations under the Agreement that are a direct consequence of the relief granted to an individual Pilot by the Committee. For example, should the Committee grant a Pilot relief from being activated into an awarded Category, that act shall relieve the Company from any pay rate protection obligation that would be triggered

as a direct consequence of the relief granted to the Pilot, and the Pilot would not be entitled to claim any other entitlements related to his delayed or cancelled activation.

**21-W-6** Decisions of the Hardship Committee shall be by majority vote of all of the members of the Committee. In the event of a deadlock, the hardship claim shall be deemed to have been denied. Should the Company elect to honor a hardship request that has been denied by the Committee, it shall not be entitled to any relief from any Agreement obligations created as a direct consequence of the relief granted.

### **21-X Pilot and Family Remains**

Remains of a Pilot, or of a Pilot's spouse, children or parents shall be shipped On-Line at no charge.

### **21-Y Job Share/Management Pilots**

**21-Y-1** During the period a job share Pilot is functioning as a management Pilot, he shall be considered a management employee for the purposes of establishing his pay, working conditions, job responsibilities and performance. Accordingly, the Association shall have no representational rights or obligations to the Pilot with respect to any issue related to his employment as a management Pilot. The Association shall continue to represent the Pilot as to other matters governed by this Agreement and for all purposes during those periods when he is not functioning as a management Pilot.

**21-Y-2** Upon accepting a job share position, a Pilot shall retain any vacation period awarded during the annual vacation award. Any vacation which was not awarded during the annual vacation award shall remain eligible to be bid and awarded as monthly vacation as set forth in Section 11, or may be taken while functioning as a management Pilot if manpower requirements permit. For all subsequent vacation years, a job share Pilot shall split his total vacation between the line and as a management Pilot as follows:

**21-Y-2-a** A job share Pilot's vacation day allotment shall be divided by seven (7) to determine the number of blocks of vacation available.

**21-Y-2-b** If there is a partial block (e.g., 30 days divided by 7 leaves a 2-day partial block), the partial block shall be taken as a management Pilot.

**21-Y-2-c** If there is an even number of blocks of seven (7), the blocks shall be evenly split so that half of the blocks are bid and awarded as a line Pilot, and the other half taken as a management Pilot.

**21-Y-2-d** If there is an odd number of blocks of seven (7), the remaining block shall be taken as a management Pilot.

Example: If a job share Pilot has twenty-three (23) days of vacation he shall have three (3) blocks of seven (7) days of vacation available. The partial block of two (2) days must be taken as a management Pilot. One (1) block of seven (7) days must be taken as a line Pilot and the other two (2) blocks must be taken as a management Pilot.



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**21-Z Conflict of Interest**

A Pilot who is furloughed or on a Company Offered Leave of Absence (“COLA”) shall not be subject to the Company’s Conflict of Interest Policy and may seek Pilot employment with another airline.

**21-AA Deadheading Pilot**

If the Company determines that a Deadheading Pilot has been seated and travels in a lesser class of service than the Pilot was entitled to under Section 5-C-1, the Pilot shall receive a confirmed booking under the provisions of Section 5-C-1-b for a subsequent Deadhead that otherwise would not provide for a First Class or Business Class booking.

**21-BB Waiver of Sections 5 & 20 Provisions**

A Pilot may waive the entitlements and provisions in Section 5 and Section 20 where expressly indicated in those Sections. If the Company is notifying the Pilot of an assignment or reassignment that requires a waiver, or is otherwise in communication with the Pilot when a situation requiring a waiver exists, it must notify the Pilot that his consent is required. If in the actual performance of an assignment or reassignment a situation requiring a waiver develops, and the Company is not otherwise required to communicate with the Pilot, the Pilot’s consent shall be implied, unless he communicates otherwise to the Company.

**21-CC Longevity**

Longevity for a Pilot begins to accrue on the date he is hired and shall continue to accrue except as otherwise provided for in this Agreement.



## Section 22 - Retirement

### 22-A Defined Contribution Plan

Except as otherwise described herein, as of the effective date of this Agreement each Pilot shall be eligible to participate in a defined contribution plan providing for a sixteen percent (16%) direct employer contribution with respect to Eligible Earnings paid under the terms of this Agreement. Each such plan shall be subject to all applicable requirements set forth in this Section 22, as well as to each plan document agreed to by the Company and the Association, which shall not be modified, amended, or terminated, except as required by law in accordance with the procedures set forth in Section 22-C-6, without the Association's consent and which are incorporated herein by reference.

#### 22-A-1 New PRAP

As set forth below, the Company and the Association shall implement a new merged defined contribution plan for Pilots referred to herein as the Pilot Retirement Account Plan (the "PRAP"). The PRAP shall consist of a single tax qualified 401(k) profit sharing plan which shall have the harmonized features of the prior plans as agreed to by the Company and the Association, as well as the following features:

**22-A-1-a** Sixteen percent (16%) direct employer contribution;

**22-A-1-b** Immediate 100% vesting;

**22-A-1-c** Immediate participation on date of hire;

**22-A-1-d** Roth 401(k);

**22-A-1-e** Full plan participant investment direction;

**22-A-1-f** The Investment Committee may not restrict the percentage of a Pilot's account that can be invested in the brokerage window except as reasonably required to facilitate payment of administrative fees or to comply with applicable law;

**22-A-1-g** Investment by source capability to be allowed to the extent reasonably administratively feasible for the vendor and the Company to implement;

**22-A-1-h** At the Association's discretion, retain account structure maintaining identity of United PDAP B and C Plan accounts;

**22-A-1-i** PRAP Retirement Board for Pilot appeals as agreed to by the Company and the Association and set forth in the PRAP plan document; and

**22-A-1-j** Acceptance of vacation forfeiture direct employer contributions pursuant to Section 11.

In addition, although not expressly described in the plan document, in the event the Federal government reduces the limitation on contributions set forth in Section 415(c) of the Internal Revenue Code, the Company and the Association shall meet and confer within thirty (30) days of the passage of such legislation to discuss potential changes to benefit programs.

## **22-A-2 Existing DC Plans**

Prior to the merger of the Continental Pilots Defined Contribution Plan, the Continental Pilots 401(k) Plan, and the United Airlines Pilot Directed Account Plan (the “Prior DC Plans”) creating the PRAP:

**22-A-2-a** the terms of each Prior DC Plan shall remain in effect, except that each Prior DC Plan shall be amended as necessary to comply with the contribution and Eligible Earnings requirements of Sections 22-A-1-a and 22-A-3;

**22-A-2-b** the governance of each Prior DC Plan with respect to investments and administration shall remain subject to the terms of such plan and the Prior CAL CBA or the Prior UAL CBA, as applicable;

**22-A-2-c** the Continental Pilot Retirement Board shall retain authority over appeals under the Continental Pilots Defined Contribution Plan and the Continental Pilots 401(k) Plan; and

**22-A-2-d** the United Pilot Pension Board shall retain authority over appeals under the United Airlines Pilot Directed Account Plan.

Otherwise, the remaining provisions of Section 22-A shall apply with respect to Pilot defined contribution plan participation and governance.

## **22-A-3 Eligible Earnings**

“Eligible Earnings” for contributions made in accordance with this Agreement shall mean the total cash compensation (determined before deduction for the Pilot’s elective deferral contributions, the Pilot’s elective contributions pursuant to Section 24-E, or any other pre-tax earnings deferral elections pursuant to a qualified cash or deferred arrangement, cafeteria plan or Section 132(f)(4) transportation fringe benefit plan) paid to him by the Company (whether paid before or after retirement, disability, death, or other termination of employment), with respect to services he performed while classified as a Pilot and performed after becoming a participant in accordance with the terms of the applicable plan: provided, however:

**22-A-3-a** Eligible Earnings shall not include, for any purpose: (i) contributions to or payments from any other benefit plan; (ii) Company contributions to a benefit plan pursuant to Section 125 of the Internal Revenue Code; (iii) hiring bonuses or other special payments relating to commencement of employment; (iv) moving expenses, relocation allowances, housing allowances; (v) membership costs and dues; (vi) fees paid for employment referrals; (vii) prizes and awards (other than annual awards); (viii) on-time bonus plan payments; (ix) expense reimbursement payments and allowances; (x) furlough pay; (xi) severance pay or other special payments relating to separation from employment; (xii) foreign Base allowances; (xiii) goods and services differential and cost-of-living adjustments; (xiv) hardship pay; (xv) tax equalization payments and any other special payments made to a Pilot designated by the Company as an expatriate; (xvi) amounts realized with respect to restricted stock, non-qualified stock options, or stock appreciation rights; (xvii) any imputed income related to life insurance, disability, domestic partner

benefits, or otherwise; (xviii) pass travel privileges; and (xix) lump-sum bonuses paid to Director-level employees.

**22-A-3-b** In addition to the exclusions set forth in Section 22-A-3-a, for purposes of Company direct contribution, Eligible Earnings shall not include: (i) profit sharing payments; (ii) commissions; and (iii) signing bonus/retro pay associated with signing of this Agreement (unless the Association designates a portion of such signing bonus/retro pay to be made as a direct Company contribution).

**22-A-3-c** In addition to the exclusions set forth in Section 22-A-3-a, for purposes of employee elective deferrals, Eligible Earnings shall not include: (i) vacation pay paid on account of separation from employment; and (ii) employee contributions to a plan established pursuant to Section 125 of the Internal Revenue Code.

**22-A-4 Excess Contributions**

Direct employer contributions that cannot be contributed due to the limits under Section 401(a)(17) or 415(c) of the Internal Revenue Code shall be forfeited and instead an equivalent amount shall be contributed to the RHA VEBA in accordance with Section 24-G-3.

**22-A-5 PRAP Governance and Structure**

Within ninety (90) days following the effective date of this Agreement, or such later date as mutually agreed to by the parties, the Company and the Association shall commence implementation of the terms of the transition and future governance process set forth below:

**22-A-5-a Investments**

**22-A-5-a-(1) Investment Committee.**

The Company and the Association shall form a joint Investment Committee responsible for investments under the PRAP. The Company and the Association each may appoint up to three (3) members, provided that for the first thirty-six (36) months following creation of the Investment Committee, the Investment Committee shall include at least one Pilot who was covered by Prior CAL CBA and at least one Pilot who was covered by the Prior UAL CBA. Notwithstanding the foregoing, until the selection of the initial investment advisor and establishment of consolidated investments, each may appoint up to four (4) members; provided that the Association shall appoint two (2) members who were Pilots covered by the Prior CAL CBA and two (2) members who were Pilots covered by the Prior UAL CBA. The parties need not appoint an equal number of members, provided, however that the Company members and the Association members each collectively have one (1) vote. Individual votes on a particular issue may be recorded in the minutes at the request of any member. Each party may appoint alternates. A quorum shall consist of one (1) Company member/alternate and two (2) Association members/alternates (for the 36-month period stated above, one Pilot who was covered by Prior CAL CBA and one Pilot who was covered by the Prior UAL CBA).

**22-A-5-a-(2) Investment Committee Selection, Monitoring, and Direction.**

The Investment Committee shall be the “named fiduciary” under ERISA for investments with respect to the PRAP and shall have the authority to select, monitor, and direct any investment advisor, investment manager, or other vendor with respect to investments and brokerage. All powers not expressly assigned to the Investment Committee are reserved to the Vendor Selection and Oversight Committee or to the Administrative Committee described below. The Investment Committee shall select (and periodically review) an investment advisor to advise the Investment Committee with respect to the selection and monitoring of investments. Fees charged by the investment advisor shall be paid by the Company. The Investment Committee shall select and monitor, with the advice of the investment advisor, the investments/investment managers to be offered as investment options under the PRAP. Fees related to investments shall be charged to participants. The Investment Committee shall meet quarterly, unless otherwise agreed to by the Company and the Association.

**22-A-5-a-(3) Independent Tie-breaker.**

The Company and the Association shall agree upon a list of at least three (3) firms that provide investment advice and that would be suitable for hiring if a deadlock arises (each referred to herein as an “Independent Tie-breaker”). In the event of deadlock, the parties shall consider in good faith the advice of the Investment Committee’s existing investment advisor. If the deadlock is not broken based upon the existing investment advisor’s advice, either party may require the Investment Committee to hire an Independent Tie-breaker to make a recommendation to the Investment Committee regarding the resolution of the deadlock. The Independent Tie-breaker shall be selected from the pre-agreed list by alternate-strike method. First strike shall be determined by a coin toss. The cost of the Independent Tie-breaker shall be shared equally by the Company and the Association. The Investment Committee shall be bound to accept the recommendation of the Independent Tie-breaker. The Independent Tie-breaker shall resolve fiduciary investment issues only, not settlor or collective bargaining issues.

**22-A-5-a-(4) Current Investment Governance.**

Until the establishment of the PRAP, the current investment governance for the Continental Pilots Defined Contribution Plan and the Continental Pilots 401(k) Plan and the current investment governance for the United Airlines Pilot Directed Account Plan shall remain in place in accordance with the Prior CAL CBA or the Prior UAL CBA, as applicable.

**22-A-5-b Administration**

**22-A-5-b-(1) Vendor Selection and Oversight Committee.**

The Company and the Association shall form a joint Vendor Selection and Oversight Committee (the “VSOC”) responsible for selection, monitoring, and replacement of administrative vendors (trustee, custodian, record keeper, brokerage, etc., which may be individual or consolidated vendors) under the PRAP. The Company and the Association each may appoint up to three (3) members, provided that for the first thirty-six (36) months following creation of the VSOC, the VSOC shall include one Pilot who

was covered by the Prior CAL CBA and one Pilot who was covered by the Prior UAL CBA. Notwithstanding the foregoing, until the initial vendor(s) is selected, each may appoint up to four (4) members; provided that the Association shall appoint two (2) members who were Pilots covered by the Prior CAL CBA and two (2) members who were Pilots covered by the Prior UAL CBA. The parties need not appoint an equal number of members, provided, however that the Company members and the Association members each collectively have one (1) vote. Individual votes on a particular issue may be recorded in the minutes at the request of any member. Each party may appoint alternates. A quorum shall consist of one (1) Company member/alternate and two (2) Association members/alternates (for the thirty-six (36) month period stated above, one (1) Pilot who was covered by Prior CAL CBA and one Pilot who was covered by the Prior UAL CBA).

**22-A-5-b-(2) VSOC Selection and Monitoring.**

In the event of deadlock on vendor selection, the parties shall utilize the independent tie-breaker process described in Section 22-A-5-a-(3), but using a pre-agreed list of consulting firms appropriate to vendor selection rather than investments. The selected vendor(s) shall acknowledge in writing that the VSOC, consisting of Company and the Association, has the authority to select, monitor, and replace vendor(s). The vendor contract shall specify that the vendor takes direction from the Administrative Committee/Company. The Association shall have the right to review and approve any vendor contract. The VSOC shall meet quarterly with each administrative vendor to review its performance, unless otherwise agreed to by the Company and the Association. The VSOC shall, consistent with its fiduciary obligations under ERISA, conduct periodic review and selection of the administrative vendor(s) selected under Section 22-A-5-b with assistance of the investment advisor or other advisor as determined by the VSOC.

**22-A-5-b-(3) Administrative Committee.**

The Administrative Committee shall consist of one or more management personnel appointed by the Company, which shall act as “plan administrator” of the PRAP. The Administrative Committee shall have the sole authority to direct any PRAP vendor, except to the extent of any powers reserved to the Investment Committee and with following caveats. The Association shall have approval rights with respect to initial setup of vendor systems requirements and any vendor plan administration manual for the PRAP. The Association shall have approval rights with respect to the record keeper’s website and ongoing plan communications. The Association shall have the right to notice and comment with respect to all other issues under authority of the Administrative Committee.

**22-A-5-b-(4) Administrative Expenses.**

All expenses of the PRAP for third-party administrative and recordkeeping fees shall be totaled (excluding any third-party investment advisory and investment manager expenses, third-party Qualified Domestic Relations Order expenses and other third-

party expenses that are charged to the individual accounts of Pilot participants and alternate payees, as provided in the PRAP). First, the Pilot participants shall pay from the trust two-thirds of such total, minus any 12(b)(1) fees and other revenue-sharing offsets made available through the investments of the trust. Reduction of such amounts by 12(b)(1) fees and other revenue-sharing offsets shall be shared among all Pilot participants or allocated to the applicable Pilot participants as determined by the Investment Committee. Then, the Company shall pay one-third of such total, minus any 12(b)(1) fees and other revenue-sharing offsets made available through the investments of the trust that remain after fully offsetting the two-thirds of total expenses otherwise payable by the trustee from the trust. All other expenses of the PRAP, including audit expenses, shall be paid by the Company.

**22-A-5-b-(5) Access to Vendor(s).**

The Association may raise individual participant issues with the Company and may approach the applicable administrative vendor if the issue is not timely resolved by the Company to the Association’s satisfaction. The Association members of the VSOC shall have access on a quarterly basis to data/information from each administrative vendor necessary to fulfill their monitoring obligations. The Company and the Association may each make additional reasonable ad hoc requests for information to any administrative vendor providing the requesting party notifies the other. Quarterly requests to each vendor shall be coordinated jointly by the Company and Association members of the VSOC. With respect to strategic planning related to PRAP design and administration, each party shall use its reasonable best efforts to discuss the contemplated issue with the other party prior to engaging any administrative vendor regarding such vendor’s capability, data, or other information.

**22-A-5-c Plan Document**

The PRAP plan document shall be based upon a new template document (rather than any Prior DC Plan) suitable for a qualified 401(k) profit sharing plan with money purchase accounts from the Prior DC Plans. The Company and the Association shall agree on all PRAP features and plan document details.

**22-B Defined Benefit Plans**

**22-B-1 CPRP/CARP**

Each Pilot participating in the Continental Pilots Retirement Plan (“CPRP”) and/or Continental Retirement Plan (“CARP”) on the effective date of the Agreement shall remain a participant in CPRP and/or CARP, neither of which shall, with respect to Pilots, be modified, amended, or terminated without the Association’s consent and each of which is incorporated herein by reference. The Continental Retirement Board shall retain its existing authority with respect to Pilot pension benefits under CPRP and shall continue to meet quarterly unless otherwise agreed to by the Company and the Association. Any Association members/alternates on the Continental Retirement Board shall be limited to Pilots who were covered by the Prior CAL CBA.



**22-B-2 Filing of Request for IRS Ruling**

Within ninety (90) days following the effective date of this Agreement, the Company shall file a request with the Internal Revenue Service to determine whether, and under what terms and conditions, airline frozen plan funding relief with respect to the CPRP may be voluntarily revoked. The Association shall have the right to review and comment upon the letter at least thirty (30) days prior to its delivery to the Internal Revenue Service and to participate in any resulting telephonic or in-person meetings with the Internal Revenue Service. The Company shall provide the Association with copies of any correspondence with the Internal Revenue Service relating to the request. If the Internal Revenue Service issues a favorable ruling, then the Company and the Association shall, within sixty (60) days following the issuance of such ruling, meet and agree regarding whether developing a cost-neutral defined benefit plan is practical. Neither party is under any obligation to agree to the implementation of such a plan.

**22-C General Provisions****22-C-1 Quarterly Meetings**

The Company and the Association shall meet on a quarterly basis to discuss, and make a good faith effort to resolve, any and all problems (including individual claim issues) relative to the retirement plans described herein.

**22-C-2 Information Sharing**

Subject to the “Access to Vendor” provisions described above, the Company shall provide to the Association promptly after preparation or receipt, copies of all annual reports and summary annual reports, and, upon request, the Company shall provide within twenty (20) Business Days after the request, other reports, participant data, asset performance reports and other information pertinent to any defined contribution plan in which Pilots participate. All documents and information provided shall be provided electronically to the extent practicable. For purposes of Section 22-C-2, “Business Day” means Monday through Friday, excluding federal holidays.

**22-C-3 Prior LOAs, MOUs and Settlement Agreements**

This Section 22 supersedes and replaces all Letters of Agreement, Memoranda of Understanding and grievance settlements and similar agreements between the Association and either of the Company’s predecessor carriers antedating the effective date of the Agreement, insofar as such agreements relate to the types of benefits described herein. Notwithstanding the foregoing, any such superseded agreement may be referred to by either party for purposes of bargaining history and in cases of disputes about similar language and also to protect against inadvertent omission.

**22-C-4 Indemnification****22-C-4-a Indemnification of Boards and Committees**

The Company shall indemnify and hold harmless each member (past, present and future) of any Board or Committee described in this Section 22 and each employee who is a delegate of such Board or Committee against any and all expenses and liabilities arising out

of his administrative functions or fiduciary responsibilities, including any expenses and liabilities that are caused by or result from an act or omission constituting the negligence of such individual in the performance of such functions or responsibilities, but excluding expenses and liabilities that are caused by or result from such individual's own gross negligence or willful misconduct. Expenses against which such individual shall be indemnified hereunder shall include, without limitation, the amounts of any settlement or judgment, costs, counsel fees, and related charges reasonably incurred in connection with a claim asserted or a proceeding brought or settlement thereof.

#### **22-C-4-b** Indemnification of the Association

The Company shall indemnify the Association (and its officers, agents, employees, counsel and elected and appointed representatives) for any and all liabilities, costs and third-party attorneys' fees, resulting from claims made against the Association (or its officers, agents, employees, counsel or elected and appointed representatives) in connection with the negotiation or establishment of any plan described in this Section 22; provided, however, that indemnification shall not apply to the extent such claims arise out of the gross negligence or willful misconduct of the Association (or its officers, agents, employees, counsel or elected and appointed representatives); and further provided, however, that the level of the Company's indemnification shall be fifty percent (50%) of the first \$5,000,000 of such liabilities, costs and fees, and shall be 100% of the excess over \$5,000,000; and further provided, however, that indemnification of the Association's outside counsel for such liabilities, costs and fees shall be secondary to coverage of such liabilities, costs and fees under any insurance policy(ies) maintained by such outside counsel. An indemnitee seeking to be indemnified and held harmless pursuant to this Section 22 must provide to the Company prompt written notice of the claim as to which the indemnitee seeks to be indemnified and held harmless. The Company shall have the right to conduct the defense, and to enter into a settlement, of such matter with counsel of the Company's choosing. The Company shall give reasonable consideration to the wishes of the indemnitee in connection with the matters described in the foregoing.

#### **22-C-4-c** Application

Nothing in Section 22-C-4 shall be construed as terminating, modifying or diminishing any right to indemnification under the Prior CAL CBA or Prior UAL CBA.

#### **22-C-5** Confidentiality

With respect to Pilot records and data created, maintained, or received by the Company in administering the plans described in this Section 22, the Company shall maintain such records and data with the same degree of security and confidentiality as it maintains its own confidential records and data. In the event of a Company violation of Section 22-C-5, the Association may either pursue a grievance in accordance with Section 17 or submit the dispute to the Benefits Review Board established pursuant to Section 24-J-6 for resolution.

#### **22-C-6** Procedure for Amendments Required by Law

Where the Company believes that an amendment to any plan described herein is required in order to comply with the Employee Retirement Income Security Act, the Internal Revenue Code of 1986, or other federal or state law, or with any regulations promulgated under any such act or law, the following procedure shall apply:

**22-C-6-a** The Company shall notify the Association of its belief that an amendment is required, and shall furnish the Association a draft of the amendment it believes is necessary to comply with the law or regulations, as soon as practicable after learning of the legal requirement and in no event later than sixty (60) days prior to the legal or regulatory deadline for adopting the amendment, unless, without fault or neglect of its own, it first learns of the need to amend less than sixty (60) days before the deadline, in which case it shall notify the Association and furnish its draft amendment immediately after it first learns of the need to amend.

**22-C-6-b** The Association may approve or disapprove the proposed amendment within thirty (30) days after receipt of the Company's draft (or one-half the time between the date the draft is furnished to the Association and the last date for its adoption in order to comply with the change in law or regulation if less than thirty (30) days). If the Association disapproves, the parties shall promptly meet to try to resolve the dispute. If no agreement is reached, the Company may proceed to implement its draft amendment without the Association's agreement and the Association may either pursue a grievance in accordance with Section 17 or submit the dispute to the Benefits Review Board established pursuant to Section 24-J-6 for resolution.

**22-C-6-c** The issues at arbitration may include, without limitation, the question whether amendment is required to comply with law; the nature and content of the amendment required; and whether the amendment proposed by the Company, an alternate amendment proposed by the Association, or some other amendment is the most reasonable under all the circumstances to achieve compliance. In reaching a decision, the arbitrator shall take fairly into account the interest of minimizing the expense of compliance with the law as well as the interest of preserving negotiated benefits under the Agreement.

**22-C-6-d** If the arbitrator determines the Company's amendment was improper for any reason, the arbitrator shall determine the appropriate remedy, which may include, without limitation, rescission of the Company's amendment (with or without retroactivity) and restoring the original plan provisions without change; rescission of the Company's amendment and adoption of a different amendment (with or without retroactivity); modification of the Company's amendment (with or without retroactivity); and ordering that Pilots, Dependents, Survivors, and/or Beneficiaries, as applicable, be made whole for any economic injury suffered as a result of the Company's unilateral amendment.

**22-C-6-e** Where the Association believes that an amendment to any plan referred to herein is required in order to comply with the Employee Retirement Income Security Act, the Internal Revenue Code of 1986, or other federal or state law, or with any regulations promulgated under any such act or law, and the Company declines to implement such amendment, the Association may either pursue a grievance in accordance with Section 17

or submit the dispute to the Benefits Review Board established pursuant to Section 24-J-6 for resolution.

#### **22-C-7 Definitions**

**22-C-7-a** Notwithstanding anything to the contrary in the Agreement, for purposes of this Section 22, the term “Pilot” refers to, as the context requires, i) a Pilot employed by the Company who is on the Seniority List; or ii) such a Pilot who has retired. When used in the plural form, the term “Pilots” refers to i) or ii), or both i) and ii), as the context requires.

**22-C-7-b** For purposes of this Section 22, the term “Prior UAL CBA” means the collective bargaining agreement between United Air Lines, Inc. and the Association as in effect immediately prior to the effective date of the Agreement, and the term “Prior CAL CBA” means the collective bargaining agreement between Continental Airlines, Inc. and the Association as in effect immediately prior to the effective date of the Agreement.

**22-C-7-c** Notwithstanding anything to the contrary in the Agreement, for purposes of this Section 22, the term “Company” refers to United Airlines and includes United Air Lines, Inc., Continental Airlines, Inc., and any other affiliate of such entities which sponsors any retirement plan referred to in this Section 22.

## Section 23 - Flight Instructors and Evaluators

The provisions of the Agreement shall be applied to the service of the Flight Instructors/Evaluators (I/E) except as specifically modified by the terms of this Section 23. In the event of a conflict between any term of this Section 23 and the Agreement, the term of this Section shall apply.

### 23-A Scope of Work and General

**23-A-1** Unless agreed otherwise by the Company and the Association, only I/Es shall conduct, train and grade flight procedures and maneuvers from takeoff through landing in flight simulators or other flight training devices, except that other Company employees may perform normal procedures (e.g., takeoff, cruise, landing) only to the extent necessary to conduct systems training. In addition, only I/Es shall conduct:

**23-A-1-a** Instruction regarding flight procedures and maneuvers from takeoff through landing (including such content in Indoctrination, Redoctrination and the FOM) which is taught in other than General Subjects Review (GSR) training curriculum;

**23-A-1-b** Remedial or SPOT Crew Resource Management and Human Factors topics. These may be performed by other Company employees with approval of the MEC Training Committee; and

**23-A-1-c** Seat-fill duties for initial, upgrade, requalification, and differences training.

**23-A-2** I/Es may also be assigned to any other seat-fill duties, training, administrative/project, GSR, development, or subject matter expert work.

**23-A-3** Notwithstanding Sections 23-A-1 and 23-A-2, those qualified management pilots assigned on a full time basis to Fleet Training or Fleet Standards may conduct the same training as an I/E only to the extent necessary to maintain FAA/Company currency requirements or to prevent an undue delay or cancellation of a training event if insufficient time exists to cover a training event.

### 23-A-4 Qualifications

**23-A-4-a** An I/E who is unable to maintain at least a second class FAA medical certificate shall only be eligible to serve as an I/E for twelve (12) Bid Periods following the loss of the certificate.

**23-A-4-b** The Association's designated representatives who are I/Es (hereinafter "I/E Representatives") shall be advised of and have an opportunity to make recommendations concerning the required qualifications and the selection process.

**23-A-4-c** In order to be eligible to perform the duties of an Instructor, a Pilot must have a minimum of twelve (12) Bid Periods as a line Pilot with the Company.

**23-A-4-d** In order to be eligible to perform the duties of an Evaluator, a Pilot must have a minimum of twenty-four (24) Bid Periods as line Captain in the operation or 1000 hours as Pilot In Command with the Company. An Evaluator must also be able to hold a bid as

Captain (i.e. a Pilot junior to the Evaluator has been awarded a Captain Status on a vacancy/displacement bid).

**23-A-4-e** In the event an Evaluator is no longer able to hold a bid as Captain, he may remain an Evaluator for no more than six (6) Bid Periods following loss of eligibility.

**23-A-5 Seniority**

Except as otherwise provided, I/Es shall use line seniority within position (Instructor or Evaluator).

**23-A-6 Dry Lease Instruction**

Furloughed, active and retired Company pilots shall have first right of refusal to conduct training with respect to the dry lease of training assets set forth in Section 1-B-3-d.

**23-A-7** The Company and Local Council representatives shall meet monthly to address fleet, I/E, and scheduling issues, or as otherwise agreed. All training curriculum shall be reviewed by the Company in consultation with the I/E Representatives in order to ensure the objectives are placed appropriately in the Primary Systems or Flight Training segments of the curriculum.

**23-B Filling of I/E Vacancies**

**23-B-1** On a case-by-case basis with the concurrence of the Company and the I/E Representatives, temporary transfers between fleets are permitted for a period not to exceed 120 days. The effective date of a transfer to a new fleet shall be the first day of the I/E's training on the new fleet or the day the I/E begins instructing in the new fleet if he does not require training.

**23-B-2** The Company shall make available upon request a list of I/Es, if any, who have previously been surplused from I/E status and the fleet from which the I/E was surplused.

**23-B-3** All I/E vacancies shall be posted in all Company Flight Training Centers for fourteen (14) days.

**23-B-4** When establishing an initial cadre of I/Es for a new fleet type, selection of up to fifty percent (50%) of I/Es for that fleet shall be at the discretion of the Company. However, after the first revenue passenger flight of that fleet, the remaining I/E vacancies shall be filled in accordance with Section 23-B-5.

**23-B-5** Other than as provided in Section 23-B-4, vacancies shall be filled in accordance with the following priority:

**23-B-5-a** An I/E serving on a Retiring Fleet when the System Scheduling Committee receives the Notice of Proposed Decision Making from the Company stating that the last Base operating a specific airplane type shall close. He shall have one (1) opportunity to fill a training center vacancy in line seniority order (not within position) within twelve (12) months of his surplus date.

**23-B-5-b** I/Es on a fleet roster on the Date of Signing (DOS) of the Agreement who have been surplused to the line.

**23-B-5-c** I/Es who were not on a fleet roster on the DOS of the Agreement and were surplus to the line within the preceding thirty six (36) Bid Periods, as measured from the first day of the Bid Period in which the I/E returned to the line. Such I/Es may return to any fleet with an I/E vacancy, provided that the I/E’s training to be qualified as a Pilot on that fleet consists of Requal 2 or less and subject to eligibility and qualification requirements.

**23-B-5-d** I/Es serving on the same fleet in a different Flight Training Center.

**23-B-5-e** Any other I/Es or pilots who have been selected by the Company.

**23-C Consolidation Procedures**

I/Es requiring consolidation shall be provided no less than their minimum number of regular days off (I/E RDOs) while accomplishing their consolidation requirements. Consolidation flying shall not reduce the number of annual Fly Days, prorated for the period after consolidation.

**23-D Scheduling**

**23-D-1 Monthly Schedules**

The I/E schedule shall be visible during the schedule building process for the next Bid Period and shall be published no later than 2359 local time on the nineteenth (19<sup>th</sup>) of each month.

**23-D-2 Days Off Scheduling**

**23-D-2-a** Minimum I/E RDOs shall be thirteen (13) immovable calendar days free from duty per Bid Period, reduced for absences other than Sick Leave and Vacation (which are addressed in Sections 23-J and 23-P), in accordance with the chart below.

Absence Days	Reduction in I/E RDOs	Absence Days	Reduction in I/E RDOs
1	0	13	3
2	0	14	4
3	0	15	4
4	0	16	4
5	0	17	4
6	1	18	4
7	2	19	5
8	2	20	6
9	2	21	6
10	2	22	6
11	2	23	6
12	2	24 or more	6

**23-D-2-b** For the purpose of Overtime events and/or Training Instructor Add pay (TIA) flying, I/E RDOs may be reduced in accordance with the provisions in this Section 23, but in

no case shall an I/E who is available for the full Bid Period have less than ten (10) I/E RDOs. For I/Es with a partial Bid Period absence, the reduction in I/E RDOs in the proration chart in Section 23-D-2-a may be increased by up to a maximum of three (3) I/E RDOs.

Example: An I/E who is unavailable for seven (7) days in a Bid Period shall have his minimum I/E RDOs reduced from thirteen (13) to eleven (11) (i.e., reduced by two (2) per the chart above). If the I/E flies a three (3) day TIA Trip, his minimum I/E RDOs is further reduced by three (3) such that he must have eight (8) I/E RDOs scheduled in the Bid Period.

**23-D-3** No more than six (6) consecutive days of work shall be scheduled without the concurrence of the I/E.

**23-D-4** Days-off requests must be submitted to Flight Training Center Scheduling by 2359 on the fifth (5th) day of the prior month (e.g., March 5 for April I/E RDOs). Scheduling shall honor these requests in a fair and equitable manner to the maximum extent possible.

**23-D-5** I/Es shall not be assigned to work or deadhead on Thanksgiving Day, Christmas Day, or New Year’s Day. These days shall be in addition to an I/E’s minimum days off per Bid Period.

**23-D-6** Schedule Changes

**23-D-6-a** Flight Training Center Scheduling shall contact I/Es as far in advance as possible for assignment changes.

**23-D-6-b** When an assignment is canceled, the I/E shall be placed on reserve on the day of the original assignment subject to the following:

**23-D-6-b-(1)** The I/E is eligible for a subsequent assignment which occurs during the original assignment window (starting and ending times).

**23-D-6-b-(2)** Notwithstanding Section 23-D-6-b-(1), up to four (4) times a Bid Period, the canceled day’s original assignment window may be moved once. The assignment window may be moved no more than plus or minus four hours and fifteen minutes (4:15) from the original start time. Any assignment made outside these windows can only be made with I/E concurrence.

**23-D-6-b-(3)** The Company must inform the I/E of his assignment window upon initial notification of an assignment cancellation.

**23-D-6-b-(4)** The I/E’s schedule shall reflect the I/E’s assignment window.

**23-D-6-b-(5)** The I/E’s assignment(s) shall not be cancelled solely to move his assignment window.

**23-D-6-c** Before a schedule change is considered final, the I/E must acknowledge the change. If a change is observed in the scheduling tool, confirmation is still required. After duty hours, response to a change may be made by voice mail or email to Flight Training Center Scheduling.

**23-E Hours of Service**

**23-E-1** The scheduled I/E workday consists of no more than eight (8) consecutive hours, exclusive of a one (1) hour meal break. I/E workdays other than TDY and line flying that



include deadheading shall be limited to no more than thirteen and one-half (13½) consecutive hours in the Actual Operation.

**23-E-2** I/Es shall receive at least twelve (12) hours free of all duty between training assignments or when going from line flying to a training assignment. The start time of the first work assignment following less than eight (8) days off shall not begin prior to twelve (12) hours later than the end time of the last assignment prior to the days off. Any exceptions to the twelve (12) hour free from duty periods must have the concurrence of the I/E.

Example 1:

Class	Monday	Tuesday	Wednesday	Thursday
<b>Briefing</b>	2000-2200	I/E RDO	I/E RDO	Earliest Reserve Time or Assignment: 1430
<b>Simulator</b>	2200-0200			
<b>Debriefing</b>	0200-0230			

Example 2:

Class	Monday	Tuesday (week 1) through Tuesday (week 2)	Wednesday
<b>Briefing</b>	2000-2200	8 I/E RDOs	Earliest Reserve Time or Assignment: 0001
<b>Simulator</b>	2200-0200		
<b>Debriefing</b>	0200-0230		

**23-E-3** An I/E shall not be scheduled for more than six (6) hours in the simulator per day at the Denver or Houston Flight Training Centers, except in those Appendix H fleets requiring more than six (6) hours to complete two check rides. An I/E may only fill-in on two (2) Appendix H check rides per Bid Period.

**23-E-4** An I/E shall not be scheduled in excess of four and one half (4½) consecutive hours in the simulator more than two (2) days per Bid Period.

### 23-F Non-Training Assignments

Administrative/project time shall be assigned by Fleet Management. Without I/E concurrence, administrative/project time shall not be assigned less than one (1) day in advance.

### 23-G Reserve Assignments

**23-G-1** An I/E on Reserve shall report to a Flight Training Center in a timely manner when notified of a reserve assignment.

**23-G-2** An I/E on Reserve must provide and maintain current contact numbers with Training Scheduling.

**23-G-3** An I/E on Reserve shall not be required to report to a Flight Training Center unless required for an assignment.

**23-G-4** An I/E is released from Reserve for the remainder of the day if he has not received an assignment prior to 0900 local time, or if authorized by Flight Training Center Scheduling, whichever is earlier.

**23-G-5** When more than one (1) I/E is available on reserve, the I/E with the least qualifications who can perform the training assignment shall be given the reserve assignment. Qualifications used for this determination shall be established through mutual agreement between the Company and the Local Council representatives.

**23-G-6** Equally qualified I/Es shall be given a reserve assignment, in the following order:

**23-G-6-a** An I/E with an unused Reserve (RSV) day the day before the reserve assignment;

**23-G-6-b** An I/E on a RSV day awarded in his monthly schedule;

**23-G-6-c** An I/E who had an assignment that was canceled and is assigned a reserve window in accordance with Section 23-D-6-b;

**23-G-6-d** An I/E coming off an I/E RDO;

**23-G-6-e** An I/E who had an assignment that terminated after midnight on the same calendar day;

**23-G-6-f** If more than one (1) I/E is available for any priority above, the I/E whose previous assignment terminated first shall be used. For these purposes, an I/E RDO shall be considered to be an assignment that terminated at 2359.

**23-G-7** An I/E may be assigned out of the above priority order for a multi-day assignment only to ensure I/E or seat-fill continuity, provided the above priorities are used if there is more than one (1) I/E available for the required number of days.

**23-G-8** A reserve ranking roster shall be posted as agreed to by the Company and the Local Council representatives.

**23-G-9** Upon request, if an assignment is made in other than the published reserve ranking roster sequence, the affected I/E shall be advised of the reason.

## **23-H Overtime Events**

**23-H-1** Overtime shall be paid for any event conducted on an originally scheduled day off, vacation day (provided the I/E does not go more than three (3) days below the Minimum Annual Vacation Election in Section 11-E-2), or an event that is conducted on a day in addition to a regularly scheduled event.

**23-H-1-a** If the overtime event is cancelled within twelve (12) hours after it is awarded, the I/E shall not be compensated.

**23-H-1-b** If the event is cancelled more than twelve (12) hours after the award, at the I/E's option he may be placed on reserve that day per Section 23-D-6-b with overtime

compensation, or have his day off or vacation day restored with no overtime compensation.

**23-H-2** Overtime events shall be assigned as follows:

**23-H-2-a** Overtime events shall be assigned in seniority order to qualified volunteers, except that an I/E who has already been assigned an overtime event in a Bid Period shall be bypassed if another qualified I/E without a previous overtime event for the Bid Period volunteers to conduct the event.

**23-H-2-b** A maximum of three (3) voluntary overtime events per I/E per Bid Period may be assigned, either before the monthly schedule is constructed or after the monthly schedule is awarded.

**23-H-2-c** When no qualified volunteers are available for overtime events, a qualified I/E who is not on vacation or on an I/E RDO adjacent to vacation may be assigned to an event in inverse seniority order (Inverse Assignment).

**23-H-2-d** Available overtime events shall be communicated to I/Es as agreed by the Company and the Local Council representatives and a monthly review of overtime event awards shall be conducted with Local Council representatives.

**23-H-3** Overtime Compensation

**23-H-3-a** For the first two (2) voluntary overtime events in a Bid Period, the overtime pay for each event shall be five and three-tenths (5.3) hours multiplied by the I/E's best held hourly rate.

**23-H-3-b** For the third (3<sup>rd</sup>) voluntary overtime event in a Bid Period, the overtime pay for such event shall be five and three-tenths (5.3) hours multiplied by 200% of the I/E's best held hourly rate.

**23-H-3-c** The overtime pay for an Inverse Assignment shall be five and three-tenths (5.3) hours multiplied by 225% of the I/E's best held hourly rate and any I/E RDO lost shall be restored in the current Bid Period on the next available work day unless mutually agreed otherwise. If the I/E has no remaining work days in that Bid Period, the I/E RDO shall be restored in the next Bid Period.

**23-H-3-d** Overtime pay shall be pay in addition to the I/Es monthly salary.

**23-H-4** No overtime assignment may result in exceeding the maximum scheduled duty day in Section 23-E-1, or six (6) hours per day in a simulator in the Denver and Houston Flight Training Centers (may not be waived).

**23-I TDY Assignments**

**23-I-1** Temporary Duty (TDY) away from a Company Flight Training Center shall be assigned in a fair and equitable manner. Every attempt shall be made to schedule TDY from a list of available volunteers in line seniority. However, the Company may consider a volunteer I/E's home of record before considering volunteers in line seniority order.

**23-I-2** Voluntary TDY assignments from one training facility to another are limited to 120 consecutive days but may be extended beyond 120 days with concurrence of the I/E Representatives.

**23-I-3** If there are not enough volunteers, assignments shall be made in inverse seniority order until each I/E has been involuntarily assigned once per Bid Period.

**23-I-4** Involuntary TDY shall not exceed fifteen (15) consecutive days.

**23-I-5** When involuntary TDY assignments are made, I/Es may be bypassed to take into account qualifications, I/E RDO requests, vacation/military leave, and special assignments.

**23-I-6** I/E RDOs associated with TDY shall be scheduled, and additional I/E RDOs above the monthly minimum shall be allocated, as follows:

**23-I-6-a** TDY of six (6) days or less shall not have any additional I/E RDOs allocated.

**23-I-6-b** TDY of seven (7) through fourteen (14) days shall have one (1) two (2) day block of I/E RDOs scheduled at the TDY location. One (1) additional I/E RDO shall be allocated to the I/E in that Bid Period.

**23-I-6-c** TDY of fifteen (15) to twenty-two (22) days shall have one (1) I/E RDO and one (1) two (2) day block of I/E RDOs scheduled at the TDY location. Two (2) additional I/E RDOs shall be allocated to the I/E in that Bid Period or an adjacent Bid Period.

**23-I-6-d** A TDY of twenty-three (23) to twenty-nine (29) days shall have one (1) I/E RDO and two (2) blocks of two (2) days of I/E RDOs scheduled at the TDY location. Three (3) additional I/E RDOs shall be allocated to the I/E in that Bid Period or an adjacent Bid Period.

**23-I-6-e** TDY of thirty (30) days or longer shall have all the monthly I/E RDOs taken at the TDY location. No additional I/E RDOs shall be allocated.

**23-I-7** I/Es traveling to or from a TDY location may be scheduled up to thirteen and one-half (13.5) hours of work/deadhead (fourteen and one-half (14.5) actual) per day. When building the schedule, consideration must be given to the time needed for transfer to/from the airport, hotel and/or simulator, meal breaks, and a thirty (30) minute debrief.

**23-I-8** The I/E Representatives shall be consulted regarding the hotel choice for the TDY destination.

**23-I-9** I/Es shall be provided positive space travel in accordance with Company business travel policy for flights to and from their TDY location and home or a Company Flight Training Center including any forty-eight (48) hour or greater break in training.

**23-J Sick Leave**

**23-J-1** I/Es are debited five and three-tenths (5.3) hours per sick day from their sick bank.

**23-J-2** An I/E may call in sick for full day increments only. Removal from the schedule and placement on sick leave shall be for the number of days specified by the I/E.

Example 1: An I/E with planned sick leave of fifteen (15) days for a future Bid Period may designate that ten (10) of the days are sick days and five (5) are I/E RDOs. In such case, the I/E

shall not be subject to the proration table in Section 23-D-2-a, and shall have eight (8) I/E RDOs, plus Thanksgiving, Christmas, and New Year’s Day, for the balance of the Bid Period. The I/E shall be debited fifty-three (53) hours (i.e., 10x5.3) from his sick bank.

Example 2: An I/E with planned sick leave of fifteen (15) days for a future Bid Period who does not designate the number of sick days and I/E RDOs shall be subject to the proration table in Section 23-D-2-a and shall have four (4) I/E RDOs placed within the fifteen (15) days of absence, leaving the I/E with nine I/E RDOs plus Thanksgiving, Christmas, and New Year’s Day for the balance of the Bid Period. Because the proration table shows a reduction of four (4) I/E RDOs for a fifteen (15) day absence, the I/E shall be debited for eleven (11) days of sick leave which is fifty-eight and three-tenths (58.3) hours (i.e., 11x5.3) from his sick bank.

**23-K Line Flying**

**23-K-1** Only an I/E who holds a Captain bid and is qualified as a Captain may fly as PIC.

**23-K-2** When planning to perform any Flight Training Center event prior to a flight assignment (other than deadheading), the I/E’s scheduled duty day may not exceed three and one-half (3.5) hours less than any applicable FAR or contractual duty limit.

**23-K-3** If an I/E intends to deadhead before or after conducting training during a single Duty Period, the scheduled Duty Period shall be governed by Section 5.

**23-K-4** If an I/E lapses landing currency through no fault of his own, he shall regain currency on work days at Company expense. If the lapse is the fault of the I/E he must regain currency on days off.

**23-K-5 Fly Days**

**23-K-5-a** A minimum of thirty (30) annual Fly Days shall be allocated for A320, 737, MD80/90, EMB 190/195, CRJ900, and CS300 I/Es each year from the January Bid Period to the December Bid Period. A minimum of thirty-six (36) annual fly days shall be allocated for 756, 777, 747, 787, A330, A350, and A380 I/Es.

**23-K-5-b** The Company shall normally allocate I/E RDOs for Fly Days each Bid Period. However, the Company may defer allocation of fly days to the next Bid Period and, with I/E concurrence, to the subsequent (third (3<sup>rd</sup>)) Bid Period.

**23-K-5-c** The number of I/E RDOs/I/E VDOs in excess of the minimum required in any given Bid Period shall be available to meet the thirty (30) or thirty-six (36) fly day requirement.

**23-K-5-d** The I/E may use any day to meet the annual proficiency flying requirement. An I/E’s required Fly Days may be satisfied using either FBO or Open Flying at the I/E’s discretion.

**23-K-5-e Open Time Pick Up**

**23-K-5-e-(1)** I/Es may pick up open time in accordance with Section 20.

**23-K-5-e-(2)** For Trips picked up from Open Time on Fly Days, I/Es shall receive Add Pay for the incremental pay value of the Trip in excess of five and three-tenths (5.3) hours average per day (if any), in addition to their monthly salary. For example, an I/E who, on

his fly days, picks up an open EWR two-day Trip with a Pay Value of twelve (12) hours shall receive one and four-tenths (1.4) hours of Add Pay in addition to his monthly salary.

**23-K-5-e-(3)** Notwithstanding Section 23-K-5-e-(2), Open Time Trips originating from the Denver or Houston Pilot Bases, and flying obtained through FBO shall not receive such Add Pay.

**23-K-5-f** In order to avoid a conflict between a Fly Day and an unassigned Reserve Day, an I/E must notify Flight Training Center Scheduling prior to flying a Trip that has a scheduled return time to his training location after 1600 the day before an unassigned Reserve Day.

**23-K-5-g** I/Es who request additional flying (other than TIA) after meeting their annual fly day requirement may on their scheduled I/E RDOs conduct line flying using FBO.

**23-K-5-h** If the I/E is going to FBO a Trip from a line Pilot, the I/E is responsible for attempting first contact with the FBO Pilot. If unable to contact the Pilot, the I/E must contact Crew Scheduling for assistance.

**23-K-5-i** If due to operational circumstances beyond the I/E's control (e.g., FBO, reassignment) an I/E shall not meet flight requirements (e.g., hours, currency, fly days), the I/E may present a copy of the Trip to fleet management within fourteen (14) days of the last Duty Period in the Trip. Fleet management shall review the Trip and award additional I/E RDOs in order to meet the requirement if appropriate. If the additional I/E RDOs extend beyond the year, the I/E RDOs allocated shall not count toward the annual fly day allocation for the next year.

**23-K-5-j** If an I/E is FBO'd from a Trip, the I/E is FBO'd just as a line Pilot is FBO'd. When appropriate, the provisions of Section 23-K-5-i apply.

**23-K-5-k** Requests by I/Es to deviate from scheduled deadhead must be coordinated through crew scheduling.

**23-K-5-l** An I/E's annual proficiency flying must be accomplished on or before the end of the December Bid Period. The Company shall provide an accounting of fly days to the I/Es in order to ensure adequate time to determine the I/E's remaining fly day obligation. I/Es who do not fulfill their fly day obligation by the end of the December Bid Period shall not have the opportunity to make up the flying in the following year. Fleet Management shall resolve any end of year discrepancies in consultation with the I/E Representatives.

**23-K-6 Training Instructor/Evaluator Add (TIA)**

**23-K-6-a** I/Es may not pickup TIA flying which conflicts with their I/E assignments.

**23-K-6-b** A Trip that is available to Out of Base Lineholders with premium pay shall be available to an I/E for TIA. An I/E shall only receive the TIA pay as defined in Section 23-K-6-d. The I/E shall not receive the Lineholder premium attached to the Trip.

**23-K-6-c** TIA shall only be available on days off, after release from reserve, or on a work day after completion of an assignment. I/Es may not pick up TIA flying on a work day until released by Flight Training Center Scheduling.

**23-K-6-d** TIA shall be paid at the I/E’s appropriate hourly rate (regardless of seat flown) multiplied by the pay value of the Trip flown. TIA pay is additional to his monthly salary.

**23-K-6-e** The I/E may designate which days on a TIA Trip, if any, are annual proficiency flying and not TIA. The days designated as annual proficiency flying shall not receive TIA pay.

**23-K-6-f** An I/E may pick up TIA flying even if he has reached his annual fly day requirement.

**23-K-7** Deadhead segments to/from flying assignments shall be included as part of the Trip.

**23-K-8** When an I/E has a scheduling conflict between line flying and Flight Training Center assignments, the I/E shall be responsible at his earliest convenience for notifying Flight Training Center Scheduling and Crew Scheduling, as appropriate.

**23-L Compensation**

**23-L-1** The rate of pay for I/Es shall be determined as follows:

**23-L-1-a** Ninety (90) hours per Bid Period at the hourly rate (or blended rate if applicable) for best held in Status plus Override.

**23-L-1-b** If an Instructor does not have the prerequisite experience to function as an Evaluator, or if he elects not to do so, his hourly pay rate is capped at the second highest ninth (9<sup>th</sup>) year First Officer pay rate plus Override.

**23-L-1-c** Best held in Status is defined as the highest paying Equipment, within the same Status (Captain or First Officer) as that held by the I/E, in which a Pilot junior to the I/E holds an award pursuant to Section 8.

**23-L-2** In addition, Instructor and Evaluator monthly overrides shall be paid as follows:

Instructor/Evaluator Qualification	Override
Aircrew Program Designee (APD)	\$1485
Line/Simulator Check Airman (LCA/SCA)	\$1350
Simulator Check Airman (SCA)/Validation Quals	\$1215
Instructor	\$810

**23-L-3** Pilots who function as an I/E in the Equipment type for which they are currently qualified shall begin receiving Instructor or Evaluator pay upon reporting to the Flight Training Center. Pilots who require training for the Equipment in which they shall be instructing shall begin receiving I/E pay upon beginning their OE or after completing the required training, or forty-five (45) days after reporting to the Flight Training Center, whichever is earlier, provided they successfully complete the training necessary to become an I/E.

**23-L-4** When an I/E returns to the line, he shall continue to receive I/E pay plus prorated Override until the first (1<sup>st</sup>) day of OE for his new line assignment. If OE is not required, pay is effective the first (1<sup>st</sup>) day of the Bid Period as a line Pilot.

**23-L-5** Subsequent to a bid award resulting in an hourly rate change for an I/E, the effective date for the pay status change shall be as follows:

**23-L-5-a** The first (1<sup>st</sup>) day of the Bid Period following the bid award for an I/E whose hourly rate increases, or

**23-L-5-b** The published effective date of the bid for an I/E whose hourly rate decreases.

## **23-M Vacancy Bidding**

There is no freeze incurred for the training required to become an I/E.

## **23-N Paid Move**

**23-N-1** A Pilot transferring to or from a full-time position in a Company Flight Training Center shall be eligible for a paid move in accordance with Section 10.

**23-N-1-a** This eligibility does not apply to pilots transferring between the Denver Pilot Base and the Denver training facility or between the Houston Pilot Base and the Houston training facility.

**23-N-1-b** There is no freeze associated with the move.

**23-N-2** A full-time I/E transferring or who is surplusd from one Flight Training Center location to another is eligible for a paid move in accordance with Section 10.

**23-N-3** TDY assignments of thirty (30) days or more shall not count against any time limits specified in Section 10.

## **23-O Expenses**

**23-O-1** During line flying and jumpseat observation required for proficiency and associated deadheading, the Company shall provide I/Es with lodging, ground transportation, and expenses in accordance with Section 4.

**23-O-2** I/Es shall receive twenty-five dollars (\$25) per day plus per diem in accordance with Section 4-E-1 while conducting any training/checking, TDY, or other duties away from their assigned Flight Training Center location.

**23-O-3** For Company required meetings when meals are provided, the twenty-five dollars (\$25) per day provision above does not apply. Any reasonable and actual business expenses not covered above shall be paid in accordance with Section 4-E-3.

**23-O-4** When conducting I/E duties away from the I/E's assigned Company Flight Training Center, a rental car shall be authorized by Fleet management if adequate transportation is not available or other extenuating circumstances exist.

**23-O-5** Expenses for an I/E receiving training shall be paid in accordance with Section 9 of the Agreement.



**23-P Vacation**

**23-P-1 Vacation Accrual**

I/Es shall accrue vacation in accordance with Section 11 of the Agreement.

**23-P-2 Vacation and Vacation Days Off (I/E VDOs)**

The maximum number of I/E RDOs that can be assigned to one (1) vacation period applies to annual and monthly vacation awards. In addition, I/E RDOs may be requested prior to or following a vacation period up to and including the full allocation of monthly I/E RDOs remaining. These requests shall be honored to the maximum extent possible, in seniority order and before the I/E RDO requests of I/Es that do not have vacation.

**23-P-3** When combined vacation days, I/E RDOs, and I/E VDOs exceed available days in the Bid Period, the excess vacation days shall be extended into the adjacent Bid Period.

**23-P-4** The following maximum number of I/E RDOs (shown in the table below as I/E VDOs) can be scheduled as part of a vacation period:

Vacation Days	I/E VDOs (I/E RDOs in vacation period)	Vacation Days	I/E VDOs (I/E RDOs in vacation period)
1	0	16	4
2	0	17	4
3	0	18	4
4	0	19	5
5	0	20	6
6	1	21	6
7	2	22	6
8	2	23	6
9	2	24	6
10	2	25	6
11	2	26	6
12	2	27	7
13	3	28	8
14	4	29	8
15	4	30/31	8

**23-P-5 Annual Vacation Bidding**

**23-P-5-a** Annual vacation bidding or modifications shall be conducted in accordance with Section 11 of the Agreement. Vacations are awarded in order of seniority within each fleet and position as Instructor or Evaluator.

**23-P-5-b** Prior to the close of monthly I/E RDO bidding preceding a vacation month, an I/E may request to slide the starting date of his vacation by up to three (3) days earlier or later than his published vacation start date. Vacation slides greater than three (3) days must be approved by Flight Training Center Scheduling. Vacation slides must remain within the scheduled Bid Period.

**23-P-5-c** For a period of ten (10) days following annual vacation awards in the Flight Training Center, an I/E may move a scheduled vacation period to another period in seniority order within position for which an unassigned vacation period exists in the same fleet, position, and location. Unassigned vacation periods following annual awards shall be posted in a manner mutually agreeable to the Company and the Local Council representatives.

**23-P-5-d** With approval of the Company, an I/E may trade a vacation of equal length with another I/E in the same fleet, position, and location.

**23-P-5-e** Notwithstanding Section 11, with Company approval, awarded seven (7) day vacation periods may be split after publication of the monthly schedule (provided in Section 23-D-1) for the Bid Period containing the vacation.

### **23-P-6 Monthly Vacation Bidding**

**23-P-6-a** I/Es have the option to bid for unassigned vacation periods on a Bid Period basis in line seniority order. Monthly vacation bidding can be accomplished any time up until the twenty-fifth (25<sup>th</sup>) of the month prior to the close of monthly I/E RDO bidding for any weeks remaining within the current vacation year.

**23-P-6-b** Notification of a monthly vacation award shall be given to the I/E no later than the first (1<sup>st</sup>) day of the Bid Period preceding the month in which the vacation is awarded. If an I/E does not receive this notice he shall not be required to take the awarded vacation.

### **23-P-7 Vacation Drops**

**23-P-7-a** Based on available manpower, as determined by Flight Training Center Scheduling, an I/E may be allowed to drop an assignment(s) or Reserve Day with pay, reducing the next year's vacation accrual on a day for day basis. Next year's accrual shall be handled in accordance with Section 11.

**23-P-7-b** Vacation Drop requests shall be considered on a first-come, first-served basis, subject to the needs of the Company.

## **23-Q Return To Line Assignment**

**23-Q-1** An I/E shall be given forty-five (45) days written notice prior to reassignment to line flying in the event of a surplus in a particular fleet and Training Center location.

**23-Q-1-a** Any I/Es who do not transfer to another I/E position in a Flight Training Center pursuant to Section 23-B-5 shall be returned to the line in inverse seniority order.

**23-Q-1-b** I/Es may accept voluntary surplus under terms outlined in Section 8 of the Agreement. Any surplus I/Es returning to the line shall be entitled to a surplus in accordance with Section 8.

**23-Q-2** An I/E removed from I/E status due to documented inadequate performance:

**23-Q-2-a** Shall not be entitled to a surplus. Instead, the I/E shall return to his Category no sooner than the beginning of the next Bid Period for which he has an opportunity to bid.

**23-Q-2-b** Shall not be considered surplus for the application of Section Section 23-B-5.

**23-Q-2-c** Shall be eligible for a paid move in accordance with Section 23-N.

**23-Q-3** The I/E shall return to his current Category when voluntarily returning to the line. An I/E leaving I/E status voluntarily is expected to give at least forty-five (45) days' advance notice to the Senior Manager - Fleet Training.

## **23-R Job-Share (JS) I/E**

### **23-R-1 JS Rotation**

**23-R-1-a** An even number of pilots in the same line Category may alternate duty as an I/E in the same Fleet, position, and in the same Company Training Center on a Bid Period basis. JS I/Es may only instruct or evaluate on the same fleet they hold on the line. One Pilot shall normally fly the line on his awarded bid, while another Pilot shall normally perform I/E duties at a training facility. The Company, however, shall permit flexibility in this monthly scheduling rotation, provided the Company and both pilots concur as to any alterations proposed by the pilots. For example, a JS I/E who is scheduled to work in a Training Center during February may request to remain on the line instead, provided an I/E in the same Category who was scheduled to work on the line remains in the Training Center during that month.

**23-R-1-b** A JS I/E shall be scheduled in the same manner as a full time Instructor or Evaluator, except that he shall not be allocated Fly Days. Except for provisions contained in Section 23-R-12, partial month assignments shall not be made.

**23-R-2** JS I/Es whose primary residence is outside of a 120 mile radius of the Flight Training Center to which they are assigned are entitled to On-Line positive space travel in accordance with Company business travel policy (NRPS) to and from their training location and their primary residence. In lieu of On-Line positive space travel (NRPS) and with prior approval of fleet management, I/Es may drive their own vehicles to training events. Mileage expense is reimbursed in accordance with the rate outlined in the Company expense policy.

**23-R-3** JS I/Es whose primary residence is outside of a 120 mile radius of the Flight Training Center to which they are assigned are entitled to Company provided lodging, using procedures outlined in the Company travel policy, during their Flight Training Center month, and the night before and after each Trip or each Reserve day during their flying month.

**23-R-4** Subject to fleet management discretion, the JS I/E program is available to all Evaluators except that no more than fifty percent (50%) of the legacy Continental Evaluators on DOS may participate during the twenty-four (24) months following DOS. The parties agree to meet and discuss further participation no later than twenty-four (24) months following DOS. If the parties do not reach agreement on further participation, the fifty percent (50%) limitation on JS Evaluators shall no longer apply after twenty-four (24) months following DOS. An Evaluator that is not a JS at DOS plus twenty-four (24) months shall not be required to convert to JS status without his concurrence.

**23-R-5** The JS I/E program may only be offered to Instructors after the parties meet and agree, such discussions to take place within twenty-four (24) months of DOS, on the implementation and any necessary modifications to Section 23-R. If the parties do not reach agreement, the Company may in its discretion conduct a twelve (12) month test of a JS Instructor program in accordance with the provisions of Section 23-R for up to twenty-five percent (25%) of the Instructor positions, but no earlier than twenty-four (24) months following DOS. These test positions may be filled with full time Instructors on a voluntary basis or through Instructor position vacancies. Following the test period, the Company and the Association shall meet and agree on continuation, if any, of the test program.

**23-R-6** Subject to the foregoing, JS assignments are predicated upon the continued availability of an even number of pilots in the same Category. Should a JS I/E leave his JS assignment (other than due to a surplus from the Training Center), that I/E must immediately notify fleet management. The Company may offer a full time I/E position to another JS I/E in the same Category and position in seniority order. However, if the Company does not offer a full time assignment or if no JS I/E accepts such offer, the most junior JS I/E in that Category is eligible to remain in the job share program only if the Company adds another job share I/E from the same Category within six (6) months and the most junior JS I/E in that Category cannot Flex to the line during this six (6) month period.

**23-R-7** If a JS I/E is surplus from the Training Center the next most junior JS I/E in the same Category and position shall be surplus at the same time.

**23-R-8** For the Bid Periods in which the Pilot is functioning in his line assignment, he may volunteer to perform LCA duties if he so desires. There is no implied obligation. If the Pilot does volunteer, he shall be governed by Section 23-S.

**23-R-9** For the Bid Period in which he shall be functioning as a line Pilot, the JSI/E shall participate in PBS for line awards.

**23-R-10** Notwithstanding any other provisions in Section 23-R, with Pilot concurrence, JS I/Es may be flexed for a full Bid Period to a Flight Training Center or to a line assignment out of normal rotation and without a corresponding offset in the normal rotation of another JS I/E. However, a JS I/E may not be flexed to the line more than two (2) Bid Periods a year and in no event may the flex cause a JS I/E to work more than three (3) consecutive Bid Periods on the line in a year. The opportunity to flex shall be offered in seniority order by position. When flexed in to the Flight Training facility during an originally scheduled line Bid Period, two (2) fly days shall be allocated in the A320, 737, MD80/90, EMB190/195, CRJ900, and CS300 fleets

and three (3) fly days shall be allocated in the 756, 777, 747, 787, A330, A350, and A380 I/Es fleets in that Bid Period.

**23-R-11** The Company must declare a flex month on or before the twentieth (20<sup>th</sup>) day of the month two (2) months prior to the flex month. For example, June 20th for an August Flex month.

**23-R-12** Month End Conflicts

**23-R-12-a** JS I/Es shall have the option to fly, or drop without pay, any Trip that overlaps their first (1<sup>st</sup>) days of I/E duties on the inbound month, as follows:

**23-R-12-a-(1)** With I/E concurrence, the Company may request the I/E be removed from any portion of the overlapping Trip in order to position the I/E to begin his I/E duties. In this case, the I/E shall be pay protected for the portion of the Trip in the outbound month, and shall receive only his Flight Training Center salary for the inbound month.

**23-R-12-a-(2)** If a JS I/E chooses to fly a Trip that carries into his Training Center month that conflicts with a Training Center work day, he shall receive his normal Training Center monthly salary except that he shall be compensated for the carry-in days at the greater of five and three-tenths (5.3) hours per day times his best held in Status hourly rate or the pay value (at best held in Status) for the carry-in days of the Trip.

**23-R-12-a-(3)** If a JS I/E chooses to fly a Trip that carries into his Training Center month that conflicts with a Training Center I/E RDO, he shall be compensated the pay value for the carry-in days of the Trip at his best held in Status hourly rate, plus his full JS I/E salary for the month, but in no case shall the JS I/E have less than the minimum number of required I/E RDOs.

**23-R-12-b** All contractual rest provisions in accordance with Section 23-E-2 shall be applied prior to the Pilot beginning his I/E duties.

**23-R-12-c** JS I/Es shall have the option to continue I/E duties into the line month if requested to do so by the Company. For any Trip or portion that is dropped, the I/E shall be pay protected for the portion of the Trip dropped at the greater of five and three tenths (5.3) hours per day times his best held in Status hourly rate or the actual Pay Value for the portion of the Trip dropped, plus prorated I/E override for the number of days of I/E work in the line month.

**23-R-12-c-(1)** If, as a result of performing I/E activities in the line month, the I/E has fewer days off than originally scheduled in his awarded line, these lost days shall be restored to him in the next following Bid Period in which he is assigned to a Flight Training Center or, with his concurrence, given to him as vacation credit days for the next vacation year, but in no case shall the JS I/E have less than the minimum number of required I/E RDOs.

**23-R-12-c-(2)** All applicable contractual rest provisions shall be applied prior to the I/E beginning his line duties.

**23-R-13** JS Vacation

**23-R-13-a** Each Pilot who begins as a JS I/E after the award of annual vacation shall maintain any vacation period(s) previously awarded. Remaining unawarded vacation may be taken by the JS I/E either while functioning on the line or in a Company Flight Training Center, depending on where he is assigned for the particular Bid Period. This monthly vacation shall be awarded under Section 11 of the Agreement in a line month or under this Section 23 of the Agreement for vacation awarded in a Company Flight Training Center.

**23-R-13-b** Pilots functioning as JS I/Es during the annual vacation bidding process shall split their total vacation between the line and the Company Training Center in the following manner:

**23-R-13-b-(1)** I/Es shall divide their vacation day allotment by seven (7) to determine the number of blocks of vacation available.

**23-R-13-b-(2)** If there is a partial block (e.g., thirty (30) days divided by seven (7) leaves a two (2) day partial block), these days shall be bid and awarded at the Company Training Center.

**23-R-13-b-(3)** If there is an even number of blocks of seven (7), the blocks must be bid and awarded evenly between the Company Flight Training Center and the line.

**23-R-13-b-(4)** If there is an odd number of blocks of seven (7), after applying Section 23-R-13-b-(3), the JS I/E has the option to bid the remaining block at either the Company Training Center or on the line.

Example: If an I/E has twenty-three (23) days of vacation he shall have three (3) blocks of seven (7) days of vacation available. The partial block of two (2) days must be taken at the Company Training Center. One (1) block of seven (7) days must be taken at the Company Training Center and one (1) block must be taken on the line; the I/E may take the remaining block at either the Company Training Center or on the line.

**23-R-13-c** With Pilot concurrence, assigned vacation in a month where the I/E has volunteered to flex to the training facility may be deferred to Monthly Vacation in accordance with the provisions of Section 11 provided he retains the Minimum Annual Vacation in Section 11-E-2 of the Agreement as awarded vacation. The vacation period may also be deferred to a subsequent month in the same vacation year in which the I/E is scheduled in the training facility and in which vacation is available.

**23-R-13-d** An I/E with awarded vacation in a training facility who volunteers to flex to the line may only defer the vacation to a subsequent month in the same vacation year in which he is scheduled in a training facility and in which vacation is available; if there is no such month in which vacation is available, or if the deferral shall take the Pilot's awarded vacation below the Minimum Annual Vacation in Section 11-E-2 of the Agreement, the I/E is not eligible to flex to the line.

## **23-S Line Check Airmen**

**23-S-1** To be eligible to be a Line Check Airman (LCA), pilots must have the following qualifications:

Total PIC Hours (121/135 or Military Equivalent)	Company PIC Hours in Type	
	No Prior Company LCA Experience	With Prior Company LCA Experience
1000-2999	500	300
3000-4999	400	200
5000	300	

**23-S-2** Any exceptions to the LCA qualification requirements listed above must be agreed to by the Company and the Association.

**23-S-3** For any Trip that the LCA is utilized in an LCA capacity, he shall receive an LCA Override of twenty seven dollars (\$27) per hour for the pay value hours of the Trip.

**23-S-3-a** Pilots performing the duties of an LCA as a required crew member or from a jumpseat shall receive pay in accordance with the Agreement plus LCA Override for all Pay Value hours.

**23-S-3-a-(1)** A Pilot’s PTC shall not be reduced as a result of an assignment as an LCA.

**23-S-3-a-(2)** An LCA on reserve who is removed from an assigned Trip to conduct LCA duties on a different Trip shall be credited the greater pay value of the two (2) Trips.

**23-S-3-a-(3)** In determining the value in Sections 23-S-3-a-(1) and 23-S-3-a-(2), the LCA Override shall not be considered when making the PTC or Trip by Trip comparison.

**23-S-3-b** Notwithstanding Section 23-S-3-a, an Evaluator who performs LCA duties during a Training Center month (full time or JS) shall receive his normal Training Center monthly salary plus the LCA Override for the pay value hours for Trips on which he performs LCA duties.

**23-S-4** If a Trip flown by an LCA contains fewer Duty Periods than a Trip that is required to be dropped to perform LCA duties, there is no obligation for the LCA to make up the lost Duty Periods.

**23-S-5** Compensation for evaluations performed from a flight deck jumpseat shall be Add Pay.

**23-S-6** An LCA may perform LCA duties on any day of availability during the schedule Bid Period subject to minimum day off, duty, and free from duty requirements in Section 5 of the Agreement. He shall not exceed the number of originally scheduled Duty Periods without his concurrence.

**23-S-7** An LCA may designate one (1) specific Trip per month on which no LCA duties shall be assigned.

**23-S-8** An additional relief Pilot shall be provided on flights that normally require single augmentation when OE is conducted on such flights.

**23-S-9** When an LCA conducts a line check from the flight deck jumpseat on unaugmented flights scheduled in excess of six (6) hours, or five (5) hours in the case of ANF, a cabin seat shall be provided in accordance with Section 5 of the Agreement for deadheading pilots.

**23-S-10** With the LCA's concurrence, an LCA who holds a higher paying bid may be retained by the Company in his current Equipment and Status for up to 180 days after his pay is triggered in the new assignment in accordance with Section 8 of the Agreement.

**23-S-11** When conducting LCA duties, positive space travel shall be provided to the Pilot in accordance with Company business travel policy to and from his primary residence and the Trip. Upon request, he shall also be entitled to Company provided lodging before and after the Trip using procedures outlined in the Company travel policy.

**23-S-12** When an Evaluator is performing LCA duties, all provisions (including overrides) of Section 23-S apply.



## Section 24 - Insurance

### 24-A Plans and Eligibility

#### 24-A-1 Insurance Benefits and Plans to Be Provided

This Section 24 provides for medical, dental, vision, flexible spending account, retiree medical, retiree health accounts, LTD, and life & accident benefits for Pilots. The Company agrees that the following employee welfare benefit plans shall be maintained for the benefit of Pilots and, where applicable, their eligible Dependents and Survivors, subject to the applicable provisions of this Section 24, and such plans are hereby incorporated into the Agreement:

**24-A-1-a** The United Airlines Medical Program—Core Options (the “Core Medical Options”)

**24-A-1-b** The United Airlines Dental Program—Core Option (the “Core Dental Option”)

**24-A-1-c** The United Airlines Pilot Long Term Disability Plan (the “LTD Plan”)

**24-A-1-d** The United Airlines Pilot Long Term Disability Trust (the “LTD VEBA”)

**24-A-1-e** The United Airlines Pilot Retiree Health Account Plan and Trust (the “RHA VEBA”)

In addition, the Company shall continue to provide disability benefits according to the terms of prior disability plans to certain Pilots whose disability dates occur prior to the effective date of the Agreement as set forth in the Disability Transition Agreement (Letter of Agreement LOA 7) and shall continue to provide retiree medical benefits according to the terms of prior retiree medical plans to certain Pilots who retired prior to the effective date of the Agreement as set forth in the Retiree Medical Transition Agreement (Letter of Agreement LOA 6). The benefits described herein and the plans incorporated above shall not be amended, modified, altered or terminated without the prior written agreement of the Association, except as provided in Section 24-J-11 with respect to amendments required by law or as otherwise provided herein or in the applicable Transition Agreement.

#### 24-A-2 Eligibility for Insurance Benefits

Subject to the specific provisions of Sections 24-B through 24-I, Pilots and their Dependents are eligible for benefits under this Section 24 on the Pilot’s Date of Hire (i.e. the first day of employment as a Pilot), in accordance with the following:

##### 24-A-2-a Eligibility for Medical (including Prescription Drug), Dental, Vision, and Flexible Spending Account Plans

Except as otherwise set forth in Sections 24-B through 24-E, all Pilots in Active Service and their Dependents shall be eligible for coverage under the medical plans described in Section 24-B, the dental plans described in Section 24-C, the vision plans described in Section 24-D, and the flexible spending account plans described in Section 24-E, in accordance with the following:

##### 24-A-2-a-(1) Eligible Pilots

For purposes of Section 24-A-2-a, the term “Pilot in Active Service” includes any individual employed by the Company as a Pilot who is receiving pay as a Pilot in Active

Service. In addition, as set forth in Section 24-A-4, certain Pilots not in Active Service are treated in some respects the same as a “Pilot in Active Service.” Further, in accordance with Section 24-A-5, a Pilot receiving benefits under the LTD Plan is treated the same as a “Pilot in Active Service.”

**24-A-2-a-(2) Eligible Dependent**

The eligible “Dependents” of a Pilot are all persons who are “dependents” of a Pilot under the terms of the applicable plan offered by the Company to Pilots now or in the future, in which the Pilot is enrolled. For purposes of determining a Pilot’s eligible Dependents under the terms of the applicable plan, in addition to any individuals who qualify as a Pilot’s “child” under the terms of the plan (such as a Pilot’s natural born children, adopted children, or step children), a Pilot’s “child” shall also include any other individual related to the Pilot (or the Pilot’s spouse or domestic partner) by blood or marriage provided: i) neither of the child’s parents is living with the Pilot; ii) the child is living with the Pilot in a parent-child relationship; and iii) the child is primarily dependent upon the Pilot for support.

**24-A-2-b Eligibility for Coverage Under the LTD Plan**

Pilots shall be eligible for coverage under the LTD Plan as provided in Section 24-H.

**24-A-2-c Eligibility for Participation in Retiree Health VEBA and Life & Accident Plans**

Pilots shall be eligible for coverage under the Retiree Health Account VEBA as provided in Section 24-G and shall be eligible to participate in the life & accident plans as provided in Section 24-I.

**24-A-2-d Eligibility for Coverage Under the Retiree Medical Plan**

Pilots and their Dependents shall be eligible for coverage under the Retiree Medical Plan as provided in Section 24-F.

**24-A-3 Coverage Elections**

At each Annual Enrollment (and any Special Enrollment), each Pilot may elect for himself and any eligible Dependents any of the insurance options that require elections provided under this Section 24.

**24-A-4 Insurance Benefits for Pilots Not In Active Service**

The benefits for which a Pilot is eligible during any period in which the Pilot is not in Active Service are set forth in Section 12.

**24-A-5 Pilots Receiving LTD Benefits**

Pilot receiving benefits under the LTD Plan shall be eligible to participate in medical, dental, vision, and life & accident plans on the same basis and at the same rates as a Pilot in Active Service, provided that premiums shall be paid by direct bill on an after-tax basis.

**24-A-6 Survivors**

A Pilot’s Dependents enrolled in any medical option on the date of the Pilot’s death, or a spouse who is covered by alternate insurance on the date of the Pilot’s death and for whom the Pilot would have been required to pay the spousal surcharge, shall be “Survivors” entitled to continue medical coverage in accordance with the terms of Section 24-B-7, dental coverage in accordance with the terms of Section 24-C-5, and retiree medical coverage in accordance with the terms of Section 24-F-6.

**24-A-7 Domestic Partners**

Except as otherwise prohibited by state or federal law, a Pilot’s domestic partner shall be treated the same as a spouse for purposes of any benefits described in this Section 24. A domestic partner is an individual who is the same sex as the Pilot for whom the Pilot has submitted proof of domestic partnership under Section 24-J-5-c, and provided the domestic partnership has not been terminated. Income shall be imputed to the Pilot for any domestic partner benefits elected by the Pilot as required by state or federal law.

**24-B Active Pilot Medical Benefits, including Prescription Drug Benefits**

**24-B-1 Required Domestic Medical Plans**

The Company shall offer the following domestic medical plans. The plan designs for plans marked with an asterisk are outlined in Appendix A.

**24-B-1-a** A Core Medical PPO\*

**24-B-1-b** A Core Medical EPO\*

**24-B-1-c** A Core Medical High Deductible Health Plan with Health Savings Account (“HDHP”)\*, subject to the Company’s right to discontinue after one year provided no other high deductible health plan with health savings plan is offered by the Company

**24-B-1-d** The “Select Regional Medical Plans” described in Section 24-B-6.

**24-B-2 Required International Medical Plan**

The Company shall offer an Aetna Global or similar international medical plan to Pilots in a Pilot Base outside the 50 states.

**24-B-3 Optional Medical Plans**

In addition to the required medical plans under Sections 24-B-1 and 24-B-2, each eligible Pilot shall be offered the opportunity to participate in any additional medical plan options offered by the Company. The Company shall have the sole authority to establish, modify and discontinue any such additional medical plan(s) and their terms and conditions of participation (including, but not limited to, eligibility, plan design, applicable plan documents, plan rules) uniformly across all participating employee groups but may vary contribution rates by employee group. Pilots based in Guam shall be eligible to participate in domestic medical plans or in Guam-based medical plans, subject to residency requirements of the plans.

**24-B-4 Failure to Make Election During Enrollment Periods**

In cases in which a Pilot fails to make a coverage election, the following rules shall govern unless agreed to otherwise by the Association and the Company:

- 24-B-4-a** default to current coverage if available;
- 24-B-4-b** if waived coverage (or a new hire), default to waive coverage;
- 24-B-4-c** if enrolled in an optional PPO that is being eliminated for the ensuing plan year, default to Core Medical PPO;
- 24-B-4-d** if enrolled in an optional EPO that is being eliminated for the ensuing plan year, default to Core Medical EPO;
- 24-B-4-e** if enrolled in an optional HDHP that is being eliminated for the ensuing plan year, default to Core Medical HDHP, if offered, otherwise Core Medical PPO;
- 24-B-4-f** if enrolled in an HMO or Aetna Select option that is being replaced for the ensuing plan year, default to replacement HMO;
- 24-B-4-g** if enrolled in an HMO or Aetna Select option that is being eliminated for the ensuing plan year, default to Core Medical EPO; and
- 24-B-4-h** if enrolled in an International Medical Plan under Section 24-B-2 that is being replaced for the ensuing plan year, default to the new required international option if eligible (if not eligible, default to Core Medical PPO).

**24-B-5 Required Monthly Contributions**

Pilots electing medical coverage under Section 24-B shall be required to make “Required Monthly Contributions” as provided in Section 24-B-5 and as determined in accordance with LOA 5 Medical and Dental Rate Setting (“Rate Setting Agreement”). Required Monthly Contributions shall be made by payroll deduction, except in the case of Pilots on unpaid leave, disability, or other status during which they are not receiving pay, in which case Required Monthly Contributions shall be directly billed to, and paid by, the Pilot.

**24-B-5-a Core Option 80%/20% Limit**

Required Monthly Contributions for the Core Medical Options and Select Regional Medical Plans shall not exceed twenty percent (20%) of the Total Projected Cost for the Coverage Tier elected, except that this percentage shall vary for the individual Pilot after taking into account credits and surcharges described below.

**24-B-5-b Required International Medical Plan and Optional Medical Plans**

Contributions for the Required International Medical Plan under Section 24-B-2 and the Optional Medical Plans under Section 24-B-3 shall be set at the Company’s discretion but shall be included in the Aggregate Contribution Limit.

**24-B-5-c Aggregate Contribution Limit**

Pilot contributions for all medical plans offered by the Company under Section 24-B (excluding the Core Medical HDHP), shall not in the aggregate exceed twenty percent (20%) of Total Projected Costs. Compliance with the Aggregate Contribution Limit shall be determined after any required normalization of contributions to recognize the effect of credits and surcharges.

**24-B-5-d Credits and Surcharges**

The Company has the authority to establish tobacco wellness credits and spousal surcharges. The tobacco wellness credit shall be a minimum of forty-eight dollars (\$48) per month per enrolled Pilot and spouse or domestic partner. The spousal surcharge, which shall not exceed fifty dollars (\$50) per month, shall be applied to Pilots covering a spouse or domestic partner with alternate employer-subsidized coverage available. If the Company determines to provide an opt-out credit or to modify tobacco wellness credit to a more general wellness credit, then the Company and the Association shall meet and agree before implementation. The Company and the Association shall determine to what extent the opt-out credit shall be taken into account in the Core Option 80%/20% Limit and the Aggregate Contribution Limit.

**24-B-5-e Annual Medical Cost Increases**

Except as otherwise provided in the Medical and Dental Transition Agreement LOA 6, any increase in the Required Monthly Contribution for the Core Medical Options and Select Regional Medical Plans, from one calendar year to the next, shall not exceed nine and one-quarter percent (9.25%) of the prior year’s contribution as governed by the Rate Setting Agreement LOA 5. This percentage may vary for the individual Pilot after taking into account credits and surcharges.

**24-B-5-f Coverage Tiers**

The Monthly Required Contribution for any Core Medical Option shall be based on a four-tier structure with relativity rating reviewed annually as part of the annual actuarial review:

- 24-B-5-f-(1)** Employee only or spouse/qualified domestic partner only or Dependent children only (“employee only”);
- 24-B-5-f-(2)** Employee and spouse/qualified domestic partner (“employee and spouse/domestic partner”);
- 24-B-5-f-(3)** Employee and one or more children, or spouse/qualified domestic partner and one or more children (“employee and child(ren)”); and
- 24-B-5-f-(4)** Employee and spouse/qualified domestic partner and one or more children (“family”).

**24-B-5-g One-time Reset of Cost Share**

At the start of the 2013 plan year, the cost share for the plans currently offered to Pilots shall be set in accordance with Medical and Dental Transition Agreement (LOA 6).

**24-B-6 Select Regional Medical Plans**

Any plan offered under Section 24-B-6 shall be referred to herein as a “Select Regional Medical Plan.” Unless replaced or discontinued in accordance with Section 24-B-6, the Company shall continue to offer to eligible Pilots the following existing plans: all Kaiser HMOs, NetCare Guam HMO, NetCare Guam Health Plan Plus, HMO Illinois, HMO Colorado, HMSA Hawaii and Group Health Washington. In the event the Company desires to replace or

discontinue offering any of the foregoing plans for the following year, it shall so notify the Association no later than the second quarterly meeting of the current year, or as soon as possible thereafter if the necessary information is not yet available to the Company at the time of the second quarterly meeting, and shall meet with the Association to discuss the possible replacement or discontinuance of such plan, provided that:

**24-B-6-a** none of the foregoing plans shall be replaced by a new plan without the Association's agreement, which agreement shall not be unreasonably withheld by the Association if the resulting disruption of Pilot enrollees in terms of their ability to continue utilizing the same medical providers in the proposed replacement plan is less than twenty percent (20%) (in which case the replacement plan shall be in all respects treated as a Select Regional Medical Plan covered by Section 24); and

**24-B-6-b** none of the foregoing plans shall be discontinued and not replaced without the Association's agreement, which agreement shall not be unreasonably withheld by the Association if: i) the year-over-year increase in the gross premium for such plan is more than 20%; or ii) Pilot enrollment in such plan has declined to a level less than fifty percent (50%) of the enrollment on the effective date of the Agreement.

#### **24-B-7 Survivors**

A Pilot's Survivors shall be entitled to continue coverage in accordance with the terms of the applicable plan document, provided that if the Pilot has less than ten (10) Years of Service (as defined in Section 24-F-2-a) the period of continued coverage shall be limited to three (3) months (exclusive of COBRA).

#### **24-B-8 Company-provided EKG**

In the event that the Company ceases to make available the FAA-required EKG to Pilots through the Company's Corporate Medical Department or an outside vendor, each Pilot shall be entitled to up to fifty dollars (\$50) reimbursement annually for the FAA-required EKG.

### **24-C Active Pilot Dental Benefits**

#### **24-C-1 Required Dental Plan**

The Company shall offer, and each Pilot shall be eligible to participate in, the Core Dental Option. The plan design for the Core Dental Option is outlined in Appendix B.

#### **24-C-2 Optional Dental Plans**

In addition to the Core Dental Option, each Pilot may participate in any additional dental plan options offered by the Company, except as otherwise provided in the Medical and Dental Plan Transition Agreement (LOA 6). The Company shall have the sole authority to establish, modify and discontinue such programs and their terms and conditions of participation (including, but not limited to, eligibility, plan design, applicable plan documents, plan rules) uniformly across all participating employee groups but may vary contribution rates by employee group. Pilots based in Guam shall be eligible to participate in domestic dental plans or in Guam-based dental plans subject to residency requirements of the plans.

#### **24-C-3 Failure to Make Election During Enrollment Periods**

In cases in which a Pilot fails to make a coverage election, the following rules shall govern unless agreed to otherwise by the Association and the Company:

**24-C-3-a** default to current coverage if available;

**24-C-3-b** if waived coverage (or new hire), default to waive coverage; and

**24-C-3-c** if enrolled in an optional dental plan that is being replaced or eliminated, default to Core Dental Option.

#### **24-C-4** Required Monthly Contributions

Pilots electing dental coverage shall be required to make monthly contributions as provided in Section 24-C and as determined under the Rate Setting Agreement (LOA 5).

##### **24-C-4-a** Core Option 80%/20% Limit (One-time Cost Share Reset)

Effective January 1, 2013, Required Monthly Contributions for the Core Dental Option shall not exceed twenty percent (20%) of the Total Projected Cost for the Coverage Tier elected. The twenty percent (20%) Pilot contribution shall be based on Total Projected Cost for 2013 rates without regard to the contractual limit on maximum year-over-year increases.

##### **24-C-4-b** Optional Dental Plans

Contributions for any optional dental plans shall be set at the Company's discretion.

##### **24-C-4-c** Annual Dental Cost Increases

Following the 2013 calendar year, any increase in the Required Monthly Contribution for the Core Dental Option, from one calendar year to the next, shall not exceed nine and one-quarter percent (9.25%) of the prior year's contribution as governed by the Rate Setting Agreement (LOA 5).

##### **24-C-4-d** Coverage Tiers

The required contribution for each month of coverage for the Core Dental Option shall be based on a four (4)-tier structure with relativity rating reviewed annually as part of the annual actuarial review:

**24-C-4-d-(1)** Employee only or spouse/qualified domestic partner only or Dependent children only ("employee only");

**24-C-4-d-(2)** Employee and spouse/qualified domestic partner ("employee and spouse/domestic partner");

**24-C-4-d-(3)** Employee and one (1) or more children, or spouse/qualified domestic partner and one (1) or more children ("employee and child(ren)"); and

**24-C-4-d-(4)** Employee and spouse/qualified domestic partner and one (1) or more children ("family").

#### **24-C-5** Survivors

A Pilot's Dependents enrolled in any dental option on the date of the Pilot's death shall be "Survivors" entitled to continue coverage for three (3) months (exclusive of COBRA) in accordance with the terms of the applicable plan document.

#### **24-D Active Pilot Vision Benefits**

Each Pilot may participate in any vision plan options offered by the Company. The Company shall have the sole authority to establish such programs and their terms and conditions of participation, including, but not limited to, eligibility, plan design, applicable plan documents, plan rules, and contribution rates. Pilots based in Guam shall be eligible to participate in domestic vision plans or in Guam-based vision plans subject to residency requirements of the plans.

#### **24-E Active Pilot Flexible Spending Account Plans**

Each Pilot shall be eligible to participate in the Company's flexible spending account plans for health expenses and dependent care expenses by making an election to contribute a portion of his pay. The maximum election for health expenses shall be the statutory limit (currently \$2,500 for 2013). However, the maximum election shall never be higher than the greater of \$10,000 or the amount that any non-Pilot may elect. Reimbursement shall be available for expenses incurred during the plan year and following the plan year through the date currently permitted by law, or later if legally permissible and administratively feasible. Forfeitures shall be used to defray the administrative expenses of the program. The maximum election for reimbursement for dependent care expenses shall be the maximum statutorily permissible election.

#### **24-F Retiree Medical Benefits**

##### **24-F-1 Application**

##### **24-F-1-a Covered Pilots**

The retiree medical rights, benefits and contribution obligations of Pilots and their Eligible Dependents provided by Section 24-F (hereinafter referred to as the "Retiree Medical Benefits") apply to all Pilots (and their eligible Dependents) who retire on or after the effective date of the Agreement, except as otherwise provided in Section 24-F-2-d.

##### **24-F-1-b Pilots Who Retired Prior to Effective Date**

The retiree medical rights, benefits and contribution obligations, if any, of all Pilots who retired prior to the effective date of the Agreement and of their eligible dependents and eligible survivors shall continue to be determined in accordance with the provisions of the applicable collective bargaining agreement (including any applicable retiree medical plan(s) or letter(s) of agreement) and/or court order, as applicable, in effect prior to the effective date of this Agreement.

##### **24-F-2 Eligibility**

##### **24-F-2-a Eligibility Standards**

A Pilot who retires on or after the effective date of the Agreement from Active Service, medical leave of absence, or from disability status shall be eligible for Retiree Medical Benefits if on the date the Pilot retires, the Pilot:



**24-F-2-a-(1)** has attained at least age fifty (50) and completed at least ten (10) Years of Service; or

**24-F-2-a-(2)** on May 1, 2003, had attained at least age fifty (50) with five (5) Years of Service.

For these purposes, a Pilot's "Years of Service" are equal to the period from company seniority date through retirement date (including the entire period during which the Pilot is disabled). The Pilot is not required to be enrolled in active medical coverage at the time of retirement in order to qualify for Retiree Medical Coverage.

**24-F-2-b** Return to Active Service

If a retired Pilot returns to Active Service with the Company, his Retiree Medical Benefit coverage shall be suspended (and his eligibility for active medical benefits shall be governed by the terms of his employment). In such case, the Pilot and eligible Dependents shall again be eligible for Retiree Medical Benefits coverage when the Pilot ceases to be employed by the Company.

**24-F-2-c** Eligibility of Dependents of Retired Pilots

Eligibility of Dependents of a retired Pilot for Retiree Medical Benefits shall be governed by the following:

**24-F-2-c-(1)** General

Each Dependent shall become eligible for Dependent coverage on the day the Dependent becomes a Dependent of a retired Pilot who is eligible for Retiree Medical Benefits, provided the retired Pilot is actually enrolled for Retiree Medical Benefits coverage on that date and the Dependent becomes enrolled within forty-five (45) days after the date the Dependent became eligible. A Dependent who is eligible for coverage is eligible for Before-Medicare Benefits coverage or After-Medicare Benefits coverage depending on whether the Dependent is eligible for Medicare. All Dependents must enroll in the same option as the Pilot, unless they are in the other coverage category (i.e., Before-Medicare Benefits or After-Medicare Benefits) in which case all such Dependents must be enrolled in the same option under that category.

**24-F-2-c-(2)** Dependent Also an Employee

No Dependent who, as an employee, is eligible for medical coverage under any plan or program sponsored or subsidized by the Company shall be eligible to be covered under Section 24-F as a Dependent, except as provided in Section 24-F-2-c-(3).

**24-F-2-c-(3)** Dual Retirees

In the case of a retired Pilot and his Dependent spouse or domestic partner who are both retirees: (i) one such retiree may enroll as the participant and cover the other retiree and any other Dependents as dependents, or (ii) each retiree may each enroll as separate participants, in which case all other Dependents must be covered as dependents under a single retiree's enrollment.

**24-F-2-c-(4) Continued Eligibility Conditioned on Payment of Contributions**

Once eligible for coverage, a retiree shall remain eligible only if he pays the Required Monthly Contribution.

**24-F-2-c-(5) Loss of Eligibility on Termination of Coverage**

Except as otherwise provided in Sections 24-F-2-d and 24-F-2-e, once coverage under Section 24-F has terminated with respect to a retiree or Dependent, such retiree or Dependent shall no longer be eligible for Retiree Medical Benefit coverage hereunder.

**24-F-2-d Voluntary Suspension of Coverage and Subsequent Re-Enrollment**

A retiree may suspend Retiree Medical Benefits when he first becomes eligible for coverage and during any Annual Enrollment Period if he has alternative medical coverage (other than Medicare). A retiree's suspension of coverage shall also suspend coverage for his Dependents. A retiree may re-enroll for coverage under Section 24-F during an Annual Enrollment Period or within forty-five (45) days following a qualifying status change provided the retiree submits to the Plan Administrator a certificate of creditable coverage establishing proof of continuous coverage under a group health plan, Medigap-Plan J, Tri-Care or a Medicare HMO during the period for which coverage under Section 24-F was suspended.

**24-F-2-e Effective Date of Coverage**

**24-F-2-e-(1)** Coverage for each retired Pilot shall become effective on the first day of the month following the first date on which the retiree is both eligible for coverage and has enrolled. If on that date an eligible Dependent has not yet attained the age for Medicare eligibility and is not otherwise eligible for Medicare, then he shall receive Before-Medicare Benefit coverage effective on that date. After-Medicare Medical Benefits coverage shall be effective for an eligible Dependent on the earlier of the date he attains the age for Medicare eligibility or otherwise becomes eligible for Medicare whether or not he has enrolled for Medicare, provided he is enrolled for Retiree Medical Benefits coverage within forty-five (45) days after that date.

**24-F-2-e-(2)** Coverage for the Dependents of a retired Pilot shall become effective on the date the Dependent is first eligible for coverage and the retiree is actually enrolled provided the retiree enrolls the Dependent for coverage in accordance with the procedures prescribed by the Plan Administrator. If Dependent coverage terminates during a period when the retiree has returned to Active Service, Dependent coverage shall be reinstated on the date the retiree again retires and timely enrolls for coverage under the Plan, but only with respect to Dependents who are eligible on that date. No benefits shall be paid with respect to expenses incurred for any Dependent prior to the date the retiree enrolls such Dependent for coverage. Any enrollment made within forty-five (45) days after the date the Dependent became eligible for coverage shall be effective retroactively to such date.

**24-F-3 Choices of Coverage****24-F-3-a Retiree Elections**

At the time specified by the Plan Administrator coincident with or following the date a retired Pilot first becomes eligible for coverage or during any later Annual Enrollment Period, the retiree may choose from among the Retiree Medical Benefits coverage options and coverage levels available under Section 24-F. If, after initial enrollment, a retiree fails to make an election in a later Annual Enrollment Period, the retiree’s previous election shall continue in effect, unless the option elected is no longer available, in which case the default provisions under Section 24-B-4 shall be followed, to the extent reasonably applicable.

**24-F-3-b Coverage Options**

Depending on their Medicare eligibility, the coverage options available to retired Pilots and Dependents under Section 24-F are as follows:

**24-F-3-b-(1) Before-Medicare Medical Benefits**

When first eligible, and during any subsequent Annual Enrollment, a retired Pilot may elect from among the same options (Required or Optional coverage options) as are available to Active Pilots under Section 24-B, as modified or amended by the Company and the Association from time to time. Coverage shall not be offered again once coverage has been waived or has ceased due to nonpayment of the required monthly contribution, subject to Section 24-F-2-d. Before-Medicare Retiree Medical Benefits are subject to change as active medical benefits change.

**24-F-3-b-(2) After-Medicare Medical Benefits**

When first eligible, and during any subsequent Annual Enrollment, a retired Pilot may elect from among one or more supplemental plans to Medicare offered by the Company. Coverage shall not be offered again once coverage has been waived or has ceased due to nonpayment of the required monthly contribution, subject to Section 24-F-2-d.

**24-F-3-c Coverage Tiers**

Retired Pilots may elect Retiree Medical Benefits coverage under any of the coverage options specified in Section 24-F-3-b in the tiers set forth in Section 24-B-5-f, provided that any reference in that Section to “employee” shall be a reference to “retiree.”

**24-F-4 Required Monthly Contributions**

Retired Pilots who elect Retiree Medical Benefit coverage under Section 24-F for themselves and their eligible Dependents are required to make contributions for each month of coverage in amounts determined on the basis of the coverage option and coverage tier elected.

**24-F-4-a Before-Medicare Medical Benefits**

Except for any HMO (insured or self-insured), the required contribution for each month of coverage under a particular Before-Medicare coverage option (e.g., PPO or “build your own” EPO) and coverage tier elected is equal to a percentage of the Total Projected Cost of that coverage option and coverage tier, based on the Pilot's Years of Service, as follows:

Years of Service	Percentage of Cost
Fewer than 20	80%
20 up to 25	60%
25 and over	40%

Section 24-B-5-d shall apply in determining Required Monthly Contributions for Before-Medicare Medical Benefits. Therefore, these percentages shall vary for the individual Pilot after taking into account credits and surcharges. The contribution for each month of coverage under any HMO (insured or self-insured) is equal to the total monthly cost of the HMO minus the amount of the Company's contribution that would apply for such coverage tier for such month of coverage under the Core Medical PPO. Neither the nine and one-quarter percent (9.25%) limit on year-over-year increases in contribution rates for Pilots in Active Service under Section 24-B-5-e nor the Aggregate 80%/20% Limit under Section 24-B-5-c shall apply to contributions for Before-Medicare Medical Benefits.

**24-F-4-b** After-Medicare Medical Benefits

Eligible individuals must pay a monthly contribution for the cost of After-Medicare coverage. The monthly contribution is equal to the Total Projected Cost of such After-Medicare coverage for the calendar year, per person, minus a Company contribution equal to ninety dollars (\$90) per month per person covered. Neither the Aggregate 80%/20% Limit under Section 24-B-5-c, nor credits and surcharges under Section 24-B-5-d, nor the nine and one-quarter percent (9.25%) limit on year-over-year increases in contribution rates for Pilots in Active Service under Section 24-B-5-e shall apply to contributions for After-Medicare Medical Benefits.

**24-F-5** Determination of Total Projected Cost

For purposes of Section 24-F, Total Projected Cost shall be determined as part of, and in accordance with, the annual rate-setting process described in the Rate Setting Agreement LOA 5, except that:

**24-F-5-a** The Experience True-Up Adjustment shall not apply for After-Medicare Medical Benefit coverage, and

**24-F-5-b** Total Projected Cost of After-Medicare Medical Benefits shall be determined on the basis of the Claims Experience of all Medicare-eligible employees of the Company who have After-Medicare Medical Benefit coverage.

**24-F-6** Retiree Medical Benefits of Deceased Pilots' Survivors and Dependents

Section 24-F-6 applies to the surviving eligible Dependents (surviving spouse/domestic partner and other surviving eligible Dependents) of Pilots who die on or after the effective date of the Agreement, concerning their entitlement to Retiree Medical Benefits pursuant to Section 24-F. The Pilot's eligible Dependents are determined under Section 24-A-2-a-(2) above and the terms of the medical option in which the Pilot was enrolled on the date of his death.

**24-F-6-a Survivors of Pilots Who Die Before Retirement**

If a Pilot, on or after the effective date of the Agreement, dies before retirement, the Pilot’s Survivors’ medical coverage shall continue to be provided under Section 24-B to each surviving eligible Dependent until Retiree Medical Benefit coverage is offered under this Section 24-F. Retiree Medical Benefit coverage shall be offered under Section 24-F, as follows:

**24-F-6-a-(1) Surviving Eligible Dependents Includes Spouse/Domestic Partner**

If there is a surviving spouse or domestic partner, active medical benefit coverage under Section 24-B shall end and Retiree Medical Coverage under Section 24-F shall be offered when the surviving spouse/domestic partner becomes eligible for Medicare on the basis of attained age. If the deceased Pilot’s surviving spouse/domestic partner becomes eligible for Medicare on any other basis, the surviving spouse/domestic partner and any other surviving eligible Dependents shall remain covered under Section 24-B until the surviving spouse/domestic partner becomes eligible for Medicare on the basis of attained age at which time Retiree Medical Coverage under Section 24-F shall be offered.

**24-F-6-a-(2) Surviving Eligible Dependents Do Not Include Spouse/Domestic Partner**

If there is no surviving spouse or domestic partner (or if the surviving spouse domestic partner has died), coverage under Section 24-B shall end and Retiree Medical Benefit coverage under Section 24-F shall be offered when any one of the other surviving eligible Dependents becomes eligible for Medicare because of reaching the attained age.

**24-F-6-b Enrollment of Surviving Eligible Dependents in Retiree Medical Benefit Coverage**

When Retiree Medical Benefit coverage is offered under Section 24-F, all eligible Dependents of the deceased Pilot shall be given the opportunity to enroll in such coverage. The Medicare-eligible Dependent(s) may enroll for After-Medicare Medical Benefits hereunder and shall be responsible for paying the Required Monthly Contributions. All other eligible Dependents may enroll for Before-Medicare Medical Benefits hereunder and any monthly contributions for Before-Medicare Medical Benefits shall be waived.

**24-F-6-c Medical Coverage of Surviving Eligible Dependents of Pilot Who Dies While Retired**

The surviving eligible Dependents of a Pilot who dies while retired shall continue to be eligible for Retiree Medical Benefits under Section 24-F on the same basis as if the Pilot had not died. Required Monthly Contributions, if any, must be paid by the surviving eligible Dependents.

**24-F-6-d Coordination of Benefits with Medicare**

If a surviving eligible Dependent is eligible for Medicare, Medicare shall be the primary payer, to the extent permitted by law, and the coverage option elected under Section 24-F shall be the secondary payer. As the secondary payer, the coverage option elected under Section 24-F shall coordinate benefits with Medicare Part A (Hospital Insurance) and

Medicare Part B (Medical Insurance) whether or not the individual is enrolled in Medicare. If Medicare is the primary payer under Section 24-F-6-d, the Plan Administrator shall first estimate the benefits Medicare Part A and Part B would have paid and shall then coordinate benefits as if Medicare Part A and Part B had actually paid the estimated benefits. No Medicare coordination shall apply with respect to an individual who is not eligible for Medicare.

**24-F-6-e** Notwithstanding the foregoing provisions of Section 24-F-6, Pilots shall be entitled to survivor retiree medical coverage provisions no less favorable than the medical coverage provisions for any other employee group other than provisions limited in their application to corporate officers, Executive Vice-Presidents and above.

## **24-G Retiree Health Account (RHA) VEBA**

### **24-G-1 Establishment of RHA Plan and VEBA Trust**

Contributions under Section 24-G for each Pilot shall be deposited into a retiree health account (“RHA”) under a voluntary employees’ beneficiary association (VEBA) trust that is intended to comply with the requirements of Internal Revenue Code section 501(c)(9). The plan and trust documents for the RHA VEBA shall be created by agreement between the Company and the Association. The Association shall have the same rights, and the Company shall have the same obligations, for the RHA VEBA as are set forth in Section 24-J-4.

### **24-G-2 Employer Contributions**

For each hour of a Pilot’s pay, one dollar (\$1) shall be deducted from such pay and contributed by the Company to the Pilot’s RHA as a mandatory salary reduction contribution excludible from gross income. Such one dollar (\$1) shall be included in the calculation of any other benefits that are based upon a Pilot’s hourly pay. Initial contributions shall be made monthly by the Company. As soon as administratively practicable after harmonization of payrolls is complete, contributions shall be made bi-monthly by the Company.

### **24-G-3 Employer Excess Contributions**

In the case of any direct employer contributions under the PRAP described in Section 22 that cannot be contributed to the PRAP due to Sections 401(a)(17) or 415(c) of the Internal Revenue Code, an equivalent amount shall be contributed to the Pilot’s RHA at the same time as the direct employer contribution would have been made, or as soon as reasonably practicable thereafter.

### **24-G-4 Employer Vacation Forfeiture Contributions**

In the case of any employer contributions under the PRAP attributable to forfeited vacation under Section 11, to the extent that such amounts cannot be contributed to the PRAP due to Sections 401(a)(17) or 415(c) of the Internal Revenue Code an equivalent amount shall be contributed by the Company to the Pilot’s RHA at the same time as the employer contribution to the PRAP would have been made. In addition, within ninety (90) days following the effective date of the Agreement, the Company shall file for a Private Letter Ruling with the Internal Revenue Service to determine whether a Pilot may elect the plan to which the

vacation forfeiture contribution shall be made (i.e., PRAP or RHA VEBA), and, in the case of a favorable ruling, a Pilot shall be permitted to make such election notwithstanding the terms of Section 11.

**24-G-5 Employee Contributions**

Employee post-tax contributions to the RHA VEBA shall not be permitted unless agreed to by the Company and the Association. Employee pre-tax contributions to the RHA VEBA shall not be permitted.

**24-G-6 RHA VEBA Benefits**

Each Pilot's RHA shall be usable upon retirement to pay for qualified medical expenses under Section 213(d) of the Internal Revenue Code, as well as any additional expenses permissible under Section 501(c)(9) of the Internal Revenue Code as agreed to by the Company and the Association.

**24-G-6-a** Benefits shall be payable with respect to the Pilot and the Pilot's eligible dependents as determined in accordance with Section 152 of the Internal Revenue Code.

**24-G-6-b** In the event of the Pilot's death, the surviving eligible dependents shall remain eligible for the benefits described above paid from the Pilot's RHA.

**24-G-6-c** Once the Pilot and all of the Pilot's surviving eligible dependents have died or ceased to be eligible, the remaining portion of the Pilot's RHA shall be forfeited and re-allocated per capita among the RHA's of the remaining Pilots in the RHA VEBA.

**24-G-6-d** The RHA VEBA may provide, if administratively feasible, direct payments for Retiree Medical Benefit coverage under Section 24-F.

**24-G-7 Investment Committee**

The Company and the Association shall form a joint Investment Committee responsible for managing the investment of assets held in the RHA VEBA. The Company and the Association each may appoint up to three (3) members, provided that for the first thirty-six (36) months following creation of the Investment Committee, the Investment Committee shall include one Pilot who was covered by the Prior CAL CBA and one Pilot who was covered by the Prior UAL CBA. Notwithstanding the foregoing, during the initial phase of selecting an Investment Advisor and establishing consolidated investments each may appoint up to four (4) members; provided that at least two (2) of the Association members are Pilots who were covered by the Prior CAL CBA and at least two (2) of the Association members are Pilots who were covered by the Prior UAL CBA. One of the Association appointed members may be a retired Pilot. The parties need not appoint an equal number of members, provided, however that the Company members and the Association members each collectively have one (1) vote. Individual votes on a particular issue may be recorded in the minutes at the request of any member. Each party may appoint alternates. A quorum shall consist of one (1) Company member/alternate and two (2) Association members/alternates. The Investment Committee shall select an investment advisor to advise the Investment Committee with respect to the selection and monitoring of investments. Fees charged by the Investment Advisor shall be paid by the Company. The Investment Committee shall meet quarterly, unless otherwise agreed to by the

Company and the Association. In the event of a deadlock, the Company and the Association shall utilize the independent tie-breaker provisions of Section 22 for the PRAP.

#### **24-G-8 Transition**

##### **24-G-8-a Initial Contributions**

Effective upon the effective date of the Agreement, any contributions required under Section 24-G shall be made to a trust account invested in an appropriate interest bearing account pending investment review by the Investment Committee. If the trustee cannot account for individual Pilot RHAs within the VEBA immediately following the effective date of the Agreement, the Company shall retain appropriate records so that individual balances can be accounted once the vendor implementation process is complete.

##### **24-G-8-b Implementation of Administration**

The Company shall commence an RFP and/or implementation planning with the selected vendor within sixty (60) days following the effective date of the Agreement, unless a later date is agreed to by the Association. Pilots shall not be entitled to have claims processed until the later of January 1, 2014 or twelve (12) months following the effective date of the Agreement, at which time the Company shall process claims if the vendor is not yet able to do so.

#### **24-H LTD PLAN**

##### **24-H-1 Eligibility and Enrollment**

Except as provided under the Disability Transition Agreement (Letter of Agreement LOA 7), each Pilot is eligible to participate in the LTD Plan as of the effective date of the Agreement or, if later, his Date of Hire. Each Pilot shall be automatically enrolled to participate in the LTD Plan on the date the Pilot is eligible for the LTD Plan. A Pilot may opt out of participation at any time by providing notice to the Administrative Committee.

##### **24-H-2 Cost of Coverage**

###### **24-H-2-a General**

Unless otherwise agreed to by the Company and the Association, the Plan shall be funded by a trust to be established pursuant to Section 24-H-18 to which contributions shall be made sufficient to i) fully fund the actuarial liability for all benefits projected to be paid to participants becoming disabled in the applicable year, plus ii) fund over three (3) years any surplus or shortfall in the trust as of the beginning of the twelve-month period determined by the LTD Administrative Committee. The Company and the Association shall establish, and may change, any of the actuarial funding assumptions, including without limitation the discount rate, by written agreement.

###### **24-H-2-b Contributions**

Sixty-five percent (65%) of the contributions to the trust shall be made by the employer and thirty-five percent (35%) shall be made by the participants. A participant shall not be charged any contribution for the participant's compensation in excess of \$16,000 in any



calendar month. In order to provide Pilots disability benefits on a tax-free basis, the Pilot's contribution to the Plan shall be made on an after-tax basis and the Company's contribution shall be imputed as income to the Pilot for tax purposes. Pilots shall not be required to make contributions while receiving LTD benefits. All employer and participant contributions shall be made bi-monthly as soon as administratively practicable after harmonization of payrolls are completed.

**24-H-3 Amount of Benefit**

The amount of the monthly LTD benefit (determined before offsets) is equal to fifty percent (50%) of the Pilot's Monthly Earnings (1,026 times the hourly rate the Pilot is earning for flight hours as of the disability date divided by twelve), with the monthly benefit not to exceed \$8,000 per calendar month and an annual benefit not to exceed \$96,000 per calendar year. Benefits are paid monthly in arrears.

**24-H-4 Offsets to Monthly Benefit**

The benefit determined above shall be offset (reduced) by any payment received by the Pilot for Social Security disability insurance (excluding family benefits), disability benefits under state (or similar government entity) law, and any other compensation received from the Company, and by any payment received from the CARP or the CPRP; provided, however, there shall be no offset for vacation pay received from the Company, for a benefit paid by the Pension Benefit Guaranty Corporation, or for a workers' compensation benefit. The offset attributable to any payment under federal or state (or similar government entity) law that is subject to taxation shall be reduced by the amount of such taxation.

**24-H-5 Disability**

A Pilot is considered to be disabled under the LTD Plan if the Pilot is ineligible to exercise the privileges of the Airman Medical Certificate that the Company requires to operate in the Pilot's bid position as the result of an injury or medical condition, including natural deterioration, and provided that the date of disability determined in accordance with the terms of the LTD Plan occurs on or after the effective date of the Agreement.

**24-H-6 Waiting Period****24-H-6-a Non-occupational**

The LTD benefit for non-occupational injuries (other than drug, alcohol, substance abuse) shall commence as of the first day after the later of:

- 24-H-6-a-(1)** the ninety (90) day period beginning on the Pilot's disability date determined under the LTD Plan;
- 24-H-6-a-(2)** exhaustion of the Pilot's sick leave to one hundred twenty (120) hours; or
- 24-H-6-a-(3)** at the Pilot's option, the exhaustion of any additional period of sick leave.

**24-H-6-b Occupational**

The LTD benefit for an occupational injury shall commence as of the first day after the later of:

**24-H-6-b-(1)** the sixty (60) day period beginning on the Pilot's disability date determined under the LTD Plan; or

**24-H-6-b-(2)** at the Pilot's option, the exhaustion of any additional period of sick leave.

In the event the Pilot reserves sick hours but does not return from LTD, then those hours shall be forfeited. The waiting period applies to each separate disability (except in the case of concurrent disabilities). The waiting period shall not apply to a Pilot who has received disability benefits, returned to work, and become disabled for the same cause within twenty-four (24) months after receiving disability benefits.

#### **24-H-7 Vacation Pay**

Vacation pay shall not offset LTD Plan benefits. A Pilot who is receiving LTD benefits shall also receive vacation pay for previously awarded vacation at the time such awarded vacation would have been taken and paid but for the Pilot's Disability. A Pilot on LTD who has prorated accrued vacation for the following year shall participate in a bid for vacation under Section 11 in order to determine when his vacation would have been taken. A Disabled Pilot who exhausts his sick leave within the waiting period may elect to be paid for his awarded, unawarded, and accrued vacation to the extent needed to fill out the waiting period. If the Pilot returns to Active Service, the Pilot's awarded, unawarded, and accrued vacation, as applicable, shall be reduced to the extent utilized in the waiting period.

#### **24-H-8 Participants Who Take a Leave of Absence**

A Pilot participating in the LTD Plan who takes a leave of absence may continue to participate in the LTD Plan by paying the contribution required under Section 24-H-2 (as modified by Section 12). If the Pilot continues participation during the leave of absence, the Pilot shall be eligible to receive LTD benefits for disabilities which occur during the leave of absence in accordance with the terms of the LTD Plan, provided that the Pilot must terminate the leave of absence and commence the benefit waiting period in order to receive disability benefits. If a Pilot makes a claim for LTD benefits during a leave of absence in which he did not maintain the required Medical Certificate for the Pilot's bid position immediately prior to the leave, the Pilot shall be eligible for LTD benefits if the LTD Administrative Committee determines that the Pilot would have qualified for LTD benefits if the Pilot had maintained the required Medical Certificate during the leave. A Pilot participating in the LTD Plan who takes a leave of absence may also elect not to participate at the commencement of or during the leave of absence, in which case the Pilot may re-enter the Plan automatically upon return to Active Service by presenting his FAA First Class Medical Certificate (or FAA Second Class Medical Certificate, if the Pilot flew with the Second Class Medical Certificate prior to the Disability, and the Pilot returns to Active Service within twelve months following the effective date of this Agreement).

#### **24-H-9 Evidence of Insurability**

No Pilot shall be required to show evidence of insurability in order to participate in the LTD Plan. However, any Pilot who opts out while not on a leave of absence must show evidence of

insurability in order to later obtain entry into the LTD Plan (including upon return from a leave of absence).

**24-H-10 Notice of Opt-Out**

Within fourteen (14) days following the closing of each annual enrollment window, the Company shall provide the Association with a list of all Pilots who opt out of the LTD Plan so that the Association may contact each Pilot to ensure that each Pilot understands the consequences of his action and may promptly (prior to the end of the year in which such annual enrollment occurs) take corrective action to remain in the LTD Plan if the Pilot so desires. The Company and the Association shall meet and confer to discuss development of a notice process for pilots who decline or drop coverage outside of annual enrollment.

**24-H-11 Termination of Benefit**

Benefits shall continue until the earliest of the following events: (i) the Pilot no longer satisfies the requirements for receipt of benefits as determined in accordance with the LTD Plan; (ii) the Pilot is furloughed (but benefits shall be reinstated upon the Pilot's return from furlough if the Pilot is still disabled); (iii) resignation or discharge for cause of the Pilot's employment; (iv) the Pilot attains the government-established mandatory retirement age; or (v) the participant dies.

**24-H-12 Cognitive or Psychological Disorders**

In the case of a Pilot receiving benefits for a cognitive or psychological disorder, the Pilot shall continue to receive LTD benefits until the date determined under Section 24-H-11. The LTD Administrative Committee shall require that the Pilot have his condition reviewed by an independent medical examiner or independent psychological examiner no less frequently than every twenty-four (24) months, unless otherwise determined by the LTD Administrative Committee.

**24-H-13 Drug, Alcohol, Substance Abuse Treatment Benefit**

In the case of a Pilot who participates in the Company's HIMS/EAP treatment program for drug, alcohol or substance abuse, the Pilot shall be eligible for a lifetime drug, alcohol and substance abuse benefit of twelve (12) months of disability benefits (determined in accordance with the LTD Plan but administered by the Company's HIMS/EAP) while in active treatment and recovery. If the Pilot is a participant in the LTD Plan, the benefit shall be paid under the LTD Plan and shall not limit benefits payable for other disabilities under the LTD Plan. If the Pilot is not a participant in the LTD Plan, the benefit shall be paid by the Company and grossed up for taxes. All Pilots receiving such benefit shall be eligible to receive other benefits as defined in Section 24-H-14. The drug, alcohol and substance abuse benefit shall not be subject to any waiting period.

**24-H-14 24-H-14 Other Benefits While Receiving LTD Benefits**

A Pilot receiving LTD benefits shall participate in the Pilot medical (including prescription drug), dental, vision, and life & accident plans with the same benefits and with same cost-sharing offered to Pilots in Active Service. LTD benefits are not considered eligible earnings under any defined contribution plan. However, vacation that is paid to a Pilot in the waiting

period or while on LTD is deferrable as an employee contribution into the applicable Pilot defined contribution plan on the same basis as an Active Pilot. A Pilot receiving LTD benefits may participate in Company pass travel programs on the same basis as an Active Pilot. Additional provisions related to Pilots receiving LTD benefits are in Section 24-I-7.

#### **24-H-15 Regained Medical Certificate**

A Pilot receiving LTD benefits shall notify the Chief Pilot's Office within three (3) Business Days of regaining the required medical certification. A Pilot shall continue to receive LTD benefits until the earlier of: (i) the date the Pilot commences training; or (ii) fifteen (15) days following the date the Pilot regained the required medical certification at which time the Pilot shall be placed in paid status for his bid position.

#### **24-H-16 Administrative Committee**

The LTD Administrative Committee of the LTD Plan shall meet monthly and shall be composed of five (5) members, three (3) of whom shall be appointed by the Company and two (2) of whom shall be appointed by the Association. Each party may appoint alternates. The post of Chairman of the Administrative Committee shall alternate annually between Company and Association members. A quorum of the Administrative Committee consists of two (2) Company appointed members/alternates and two (2) Association members/alternates, in person at Administrative Committee meetings. Any other attendees may attend by teleconference. At any meeting of the Administrative Committee, the Association appointed members shall have the right to be accompanied by advisor(s) of their choosing. The Administrative Committee shall have such powers and duties as set forth in the LTD Plan document.

#### **24-H-17 Review of Denied Appeals**

Appeal of a final adverse determination by the LTD Administrative Committee is governed by Section 24-J-6.

#### **24-H-18 VEBA Trust**

The Continental Airlines, Inc. Long Term Disability Plan for Pilots VEBA Trust (the "Prior CAL Trust") shall be renamed the United Airlines Pilot Disability VEBA Trust ("Disability VEBA Trust") and amended effective as of the effective date of this Agreement as provided in Section 24-H-18. The trust documents for the Disability VEBA Trust shall be created by agreement between the Company and the Association.

##### **24-H-18-a Provision for Separate Subtrusts**

The Disability VEBA Trust shall be divided into two separate accounts. One account shall be designated the Subtrust for the Continental Airlines, Inc. Long Term Disability Program for Pilots (the "CAL LOL/LTD Subtrust"); the other account shall be designated the Subtrust for the United Airlines Pilot Long Term Disability Plan (the "UAL Pilot LTD Subtrust"). The assets of the two Subtrusts shall be commingled for investment purposes unless the Investment Committee otherwise determines, but the books and records of the Disability VEBA Trust shall at all times reflect the separate interests of each Subtrust in the assets and such interests shall be separately accounted for and valued.

**24-H-18-b** The CAL LOL/LTD Subtrust

As of the effective date of the Agreement, all assets and liabilities of the Prior CAL Trust shall be allocated to the CAL LOL/LTD Subtrust. The following provisions apply to the CAL LOL/LTD Subtrust:

**24-H-18-b-(1)** From and after the effective date of this Agreement, no further contributions shall be required or permitted to the CAL LOL/LTD Subtrust; provided, however, that the Company shall be liable for any benefits in the event the assets of the trust are insufficient to cover remaining benefits. The CAL LOL/LTD Subtrust shall be credited (as frequently as administratively feasible and in no event less than once annually) with its proportionate share of the Disability VEBA Trust’s investment gains and losses, earnings and expenses, in the same proportion which the CAL LOL/LTD Subtrust’s assets bear to the total assets of the Disability VEBA Trust.

**24-H-18-b-(2)** From and after the effective date of this Agreement, the assets of the CAL LOL/LTD Subtrust shall be used and applied for the sole and exclusive purpose of paying benefit liabilities of the Continental Airlines, Inc. Long Term Disability Program for Pilots (the “CAL LOL/LTD Plan”) and reasonable expenses of administration, except as provided in Section 24-H-18-d with respect to the distribution of excess assets to or for the benefit of participants of the CAL LOL/LTD Plan. Without limiting the generality of the foregoing, in no event shall the amounts held in the CAL LOL/LTD Subtrust be used to provide benefits under the LTD Plan or any other plan funded by any other subaccount under the Disability VEBA Trust. The amendment provision of the Disability VEBA Trust instrument shall prohibit any amendment purporting to modify or eliminate the limitations of Section 24-H-18-b-(2).

**24-H-18-b-(3)** A separate actuarial valuation of the CAL LOL/LTD Subtrust shall be performed to determine the funded status of the Subtrust annually.

**24-H-18-c** The UAL Pilot LTD Subtrust.

From and after the effective date of the Agreement, all assets and liabilities with respect to the LTD Plan shall be allocated to the UAL Pilot LTD Subtrust. The following provisions apply to the UAL Pilot LTD Subtrust:

**24-H-18-c-(1)** From and after the effective date of the Agreement, all Company and Pilot contributions under the LTD Plan shall be credited to the UAL Pilot LTD Subtrust. The UAL Pilot LTD Subtrust shall be credited (as frequently as administratively feasible and in no event less than once annually) with its proportionate share of the Disability VEBA Trust’s investment gains and losses, earnings and expenses, in the same proportion which the UAL Pilot LTD Subtrust’s assets bear to the total assets of the Disability VEBA Trust.

**24-H-18-c-(2)** From and after the effective date of the Agreement, the assets of the UAL Pilot LTD Subtrust shall be used and applied for the sole and exclusive purpose of paying benefit liabilities of the LTD Plan and reasonable expenses of administration. Without limiting the generality of the foregoing, in no event shall the amounts held in the UAL

Pilot LTD Subtrust under the Disability VEBA Trust be used to provide benefits under the CAL LOL/LTD Plan or any other plan funded by any other subaccount under the Disability VEBA Trust. In the event the Disability VEBA Trust is amended hereafter to provide any other form of benefit permissible for a VEBA, the assets then accumulated in the UAL Pilot LTD Subtrust shall be protected against diversion to any other use or purpose, except in the case of assets in excess of those necessary to satisfy all benefit liabilities to participants in the LTD Plan.

**24-H-18-c-(3)** A separate actuarial valuation of the UAL Pilot LTD Subtrust shall be performed to determine the funded status of the Subtrust annually.

**24-H-18-d** Once all benefits have been paid or provided for (by purchase of commercial insurance covering all remaining benefit liabilities, reserving funds determined to be actuarially sufficient for such purpose, or otherwise), for disabled Pilots under the CAL LOL/LTD Plan, any assets in the CAL LOL/LTD Subtrust in excess of the amount required to pay or provide for benefit liabilities shall be spun off and merged into the RHA VEBA and the assets allocated to the RHAs of each Pilot who was a participant in the CAL LOL/LTD Plan immediately prior to the effective date of the Agreement, provided that any such allocations forfeited as a result of the death of the Pilot (and all eligible Dependents) shall be reallocated to the remaining accounts of Pilots (and any surviving eligible Dependents of deceased Pilots) identified in the final sentence of Section 24-H-18-d. Notwithstanding the foregoing, the Company and the Association may agree upon a different method and timing of providing equivalent value to such Pilots (recognizing that Pilot premiums were taxed upon contribution and Company premiums were imputed as taxable income to each Pilot). Within six (6) months after effective date of this Agreement, the Company and the Association shall meet and agree on the pro-rata share of each such Pilot and no later agreement by the Parties may modify each such Pilot’s share.

**24-H-18-e** All expenses of establishing the Disability VEBA Trust, including without limitation the fees and costs associated with a request for recognition of exemption to the IRS, if such a request is required or appropriate, shall be paid by the Company.

**24-H-19** Investment Committee.

The Investment Committee of the Disability VEBA Trust shall be composed of one (1) member appointed by the Association and two (2) members appointed by the Company. Each party may appoint alternates. The post of Chairman of the Investment Committee shall alternate annually between Company and Association members. A quorum of the Investment Committee consists of one (1) Company appointed member/alternate and one (1) Association member/alternate, provided that the Company appointed members/alternates in attendance shall have in the aggregate two (2) votes. At any meeting of the Investment Committee, the Association appointed member shall have the right to be accompanied by advisor(s) of his choosing. The Investment Committee shall have such powers and duties as set forth in the LTD Plan document.

**24-I Active Life & Accident Insurance**

The Company shall provide the following 100% Company-paid life & accident insurance coverage:

**24-I-1 Basic Life Insurance**

**24-I-1-a Pilot** - The amount of Pilot basic life insurance coverage is equal to the Pilot's hourly pay rate (determined in accordance with Section 3) times 1,026, but shall never be less than \$100,000. The amount of a Pilot's basic life insurance shall be adjusted concurrent with changes to the Pilot's hourly pay rate.

**24-I-1-b Spouse/Domestic Partner** - The amount of spouse/domestic partner basic life insurance coverage is equal to \$5,000.

**24-I-1-c Child** – The amount of basic child life insurance coverage is equal to \$1,000 per child.

**24-I-2 Basic Personal Accident Insurance (PAI, formerly AD&D)**

The maximum benefit payable under the basic personal accident insurance shall be \$39,000.

**24-I-3 Business Travel Accident Insurance for Active Pilots.**

The maximum benefit payable under the business travel accident insurance shall be \$250,000.

**24-I-4 Invalidated Life Insurance**

The maximum benefit payable under the invalidated life insurance plan shall be \$1,000,000, subject to an aggregate maximum of \$5,000,000 for all covered co-workers per incident.

**24-I-5 AMC/CRAF Life Insurance and Disability Plans**

The maximum benefit payable under the AMC/CRAF life insurance plan shall be \$150,000.

**24-I-6 Special Hazard Insurance**

The maximum benefit payable under the special hazard insurance shall be \$150,000, subject to an aggregate maximum of \$7,000,000 per incident for all covered co-workers.

**24-I-7** The Company shall provide the following 100% Pilot-paid life & accident insurance coverage:

**24-I-7-a Voluntary Life Insurance Plan**

**24-I-7-a-(1) Pilot** - Both CAL Voluntary Life Insurance and UAL Group Variable Universal Life (GVUL) plans shall remain in place until the Company and Association have reviewed and selected new insurance coverage, which may or may not include variable universal life (investment account feature) as determined by the Association. However, if the variable universal life feature of the UAL GVUL is discontinued, the UAL GVUL certificate holders shall be adequately protected. Guaranteed issue amounts shall be determined as part of the review and selection process. The new plan must be in place within 18 months of the effective date of the Agreement. In the case of a Pilot who is permanently disabled, as determined by the LTD Administrative Committee, the premium shall be waived by the insurance carrier; provided, however, that the Company shall provide a reimbursement of the required premium if the insurance carrier cannot or shall not accommodate such a premium waiver.

**24-I-7-a-(2)** Spouse/Domestic Partner - The benefit payable under the voluntary life insurance plan for Spouse/Domestic Partner shall be \$10,000 - \$500,000, in increments of \$10,000 and cannot exceed 50% of the Pilot's combined options. The maximum benefit amount is subject to insurance carrier review and approval. The guaranteed issue amount shall be \$30,000.

**24-I-7-a-(3)** Child - The benefit payable under the voluntary life insurance plan shall be \$10,000 per child.

#### **24-I-7-b** Voluntary Personal Accident Insurance Plan

**24-I-7-b-(1)** Pilots - Pilots shall have the option to purchase coverage of \$25,000 up to \$500,000 in \$25,000 increments.

**24-I-7-b-(2)** Spouse/Domestic Partner - Pilots shall have the option to purchase coverage of \$10,000 up to \$500,000 in \$10,000 increments.

**24-I-7-b-(3)** Child - Pilots shall have the option to purchase coverage of \$10,000 up to \$100,000 in \$10,000 increments.

## **24-J General**

### **24-J-1** Quarterly Insurance Meetings

The Company and the Association shall meet quarterly to discuss, and make a good faith effort to resolve, any and all problems (including individual claim issues) relative to the insurance plans described herein.

### **24-J-2** Information Sharing

The Company shall provide promptly after preparation or receipt, copies of all insurance contracts, medical (including prescription drug) and dental plan costing (projected and actuarial), actuarial reports, annual reports and summary annual reports. Upon the Association's request, the Company shall provide within twenty (20) Business Days after the request, other reports, participant data, asset performance reports and other information pertinent to any insurance plan or trust in which Pilots participate. All documents and information provided shall be provided electronically if available, and shall be subject to the Association's reasonable use and protection of confidentiality. For purposes of Section 24-J-2, "Business Day" means Monday through Friday, excluding federal holidays.

### **24-J-3** Advance Notice to ALPA of Proposed Communications to Pilots

The Company shall furnish to the Association for comment a draft of any proposed Company communication to Pilots with respect to any matter in any way relating to the plan set forth in Sections 24-A-1-a through 24-A-1-e as soon as reasonably practicable and in no event later than seven (7) days (or such shorter period as expressly agreed to by the Company and the Association with respect to any specific communication) in advance of the date the Company proposes to transmit the communication to Pilots (in the case of electronic, telephonic or other non-hard copy communication) or the date the Company proposes to send the draft communication to the printer (in the case of any written communication). Nothing in the foregoing shall be deemed to limit, diminish or otherwise effect the Company's obligations



under any other Section of the Agreement. Nothing herein is intended to limit a vendor's ability to administer the plan with standard communications as needed from time to time.

#### **24-J-4 Material Changes to Medical, Dental or Prescription Drug Plan Administration**

##### **24-J-4-a Notice of Material Changes**

In order to afford the Association a reasonable time and opportunity to consider and comment on any contemplated material change to the Core Medical Options (including Rx) or Core Dental Option administration affecting Pilots, to the end that the parties can identify any problems or potential disagreements and can attempt to resolve any problems or disagreements in advance of implementation, the Company agrees that it shall make full, fair and timely disclosure in good faith, prior to making any final decision to adopt such material change to the Core Medical Options or Core Dental Option administration affecting Pilots and/or their Dependents, and prior to taking any actions (such as initiating computer programming to implement the change, or printing of communications to Pilots regarding the change, or entering into final contracts with vendors) that might restrict the Company's willingness or ability to respond to the Association's input or concerns. In addition to other reasonable methods of disclosure, the Company shall, to the extent reasonably possible, use the quarterly meetings described in Section 24-J-1 to make any such disclosures. A change to the Core Medical Options or Core Dental Option administration shall be considered "material" if the change is disruptive or potentially disruptive for more than a de minimis number of Pilots and Dependents, significantly increases the burden on Pilots and Dependents in documenting or claiming reimbursement for covered expenses, results or potentially results in cessation of reimbursement of previously reimbursed covered expenses, or otherwise materially and adversely affects payment of benefits that are covered expenses. Normal course modifications to PPO networks and the retail pharmacy networks outside of the Company's control, such as doctors, hospitals or pharmacies dropping out of a network, shall not be considered material changes to administration of the Core Medical Options or Core Dental Option.

##### **24-J-4-b Effective Date of Material Changes in Administration**

Unless under all relevant circumstances an earlier effective date is reasonably required, the effective date for any material modification to the Core Medical Options or Core Dental Option administration (as defined in Section 24-J-4-a) shall be January 1 of the calendar year immediately following the most recent calendar year for which medical costing has been established. Consistent with its commitment under Section 24-J-4-a, whenever the Company determines that mid-year material modifications are reasonably required, it shall give notice to the Association sufficient to afford the Association reasonable time and opportunity to consider and comment on such material modifications and/or the reasonable necessity of mid-year implementation of such modifications.

#### **24-J-5 Dependent Eligibility Verification for Pilots**

As applied to Pilots, any dependent eligibility verification process conducted by the Company (or any vendor on the Company's behalf) with respect to any welfare benefit plan maintained

by Company (and/or eligibility for pass travel privileges or otherwise), shall conform to the following rules:

**24-J-5-a** Pilots who have satisfied their obligation under any prior dependent eligibility verification process (or upon hire) to furnish documentation sufficient to establish proof of relationship during any dependent eligibility verification program conducted by the Company before or after the effective date of the Agreement shall not thereafter be required to provide such documentation establishing proof of relationship. Newly-hired Pilots shall satisfy all reasonable documentation requirements for the dependent eligibility verification process in effect at the time they are hired.

**24-J-5-b** The claims administrator may require proof of disability sixty (60) days before the child attains age twenty-six (26) years and at any later time. If proof is requested by the claims administrator and is not furnished within sixty (60) days of such request, such child shall cease to be considered a Dependent effective as of such sixtieth (60<sup>th</sup>) day.

**24-J-5-c** As applied to Pilots under any medical plan option, the Pilot may establish proof of domestic partnership by any of the following: (A) a certified copy of the registration of a same-gender relationship under a governmental (international, national, state or local) registry service; (B) a certified copy of a certificate of same-gender marriage or civil union from a state under the laws of which such marriage or union is a legally recognized relationship; or (C) a valid, written form of affidavit, approved by the Plan Administrator, and executed by the Pilot and his domestic partner, and supporting documentation, which establishes compliance with the Plan Administrator’s requirements for qualification as a domestic partner. The Pilot may establish termination of a domestic partnership by any of the following: (W) a certification of the registration of a same-gender relationship under a governmental (international, national, state or local) registry service; (X) a certified copy of a decree of divorce or dissolution or other recognized evidence of termination of same-gender marriage or civil union from a state under the laws of which such marriage or civil union is a legally recognized relationship; or (Y) a written form of affidavit, approved by the Plan Administrator, and executed by either the Participant or his domestic partner; or (Z) other evidence of the termination of the relations determined by the Plan Administrator to be sufficient.

In the case of an affidavit of domestic partnership, such affidavit shall demonstrate that the Pilot and his domestic partner meet the following requirements:

**24-J-5-c-(1)** Both are at least age eighteen (18) years and considered to be of legal age in their state of residence.

**24-J-5-c-(2)** Share joint responsibility for financial and personal welfare, and can provide proof of at least two of the following: i) jointly held mortgage or lease on their primary residence; ii) joint checking account to which the Pilot’s paycheck is directly deposited and a jointly held credit account; iii) designation of the Pilot’s domestic partner as a substantial beneficiary on the Pilot’s life insurance and retirement plans in which the Pilot participates, to the extent permitted by law; iv) designation of the Pilot’s domestic partner as a substantial beneficiary under the Pilot’s Will to the extent permitted by law;

v) execution of a durable power of attorney in favor of the Pilot's domestic partner over at least fifty percent (50%) of the Pilot's assets; and vi) execution of a durable power of attorney in favor of the Pilot's domestic partner over the Pilot's health care.

**24-J-5-c-(3)** Formally reside in the same principal household.

**24-J-5-c-(4)** Share a committed, intimate relationship and continue that indefinitely, and have no similar relationship with any other person.

**24-J-5-c-(5)** Not be related by blood to a degree of kinship that prevents marriage between the Pilot and his domestic partner under the laws of the state of their residence.

**24-J-5-c-(6)** Not be married to any other person.

**24-J-5-c-(7)** The state where the Pilot and his domestic partner live does not recognize as valid a marriage between the Pilot and his domestic partner.

#### **24-J-6 Benefits Board**

##### **24-J-6-a LTD Appeals**

The Benefits Board shall have the exclusive jurisdiction to hear and determine any appeal from a final adverse determination of the LTD Administrative Committee where three (3) members of the committee vote to deny the Pilot's claim and two (2) members of the committee vote to approve the Pilot's claim, subject to the following:

**24-J-6-a-(1)** Within sixty (60) days following such an adverse determination, the Association shall notify the Company in writing that it is invoking the right to appeal before the Benefits Board. Otherwise, the determination of the LTD Administrative Committee shall be final and binding. In no event shall a grievance be brought under Section 17 with respect to such adverse determination.

**24-J-6-a-(2)** For any LTD appeal described above, the Benefits Board shall operate as a System Board of Adjustment in accordance with the provisions of Section 18, provided that there shall be no maximum number of days per calendar year that the Benefits Board may meet.

**24-J-6-a-(3)** The Benefits Board shall not have jurisdiction over any adverse determination of the LTD Administrative Committee where the vote is other than three (3) to two (2), and any such adverse determination shall be subject to the provisions of Section 17.

##### **24-J-6-b Other Matters**

The Association may pursue its rights under Section 17 or instead invoke the procedures of the Benefits Board set forth below in the case of any controversy under i) the Disability Transition Agreement LOA 7, ii) the dependent verification provisions of Section 24-J-5, iii) the confidentiality provisions of Sections 22-C-5 and 24-J-10, or iv) the statutory amendments provisions of Sections 22-C-6 and 24-J-11. If the Association invokes the procedures of the Benefits Board, the following shall apply:

**24-J-6-b-(1)** Within 180 days after the Association reasonably would have had knowledge of the facts upon which the controversy is based, the Association shall request a written response from the Company regarding the Company's position.

**24-J-6-b-(2)** Within twenty-one (21) days of receipt of such request, the Company shall provide a written response to the Association.

**24-J-6-b-(3)** Within sixty (60) days following receipt by the Association of the Company's response, the Association shall notify the Company in writing that it intends to appeal the Company's determination to the Benefits Board.

**24-J-6-b-(4)** For any controversy described above, the Benefits Board shall operate as a System Board of Adjustment in accordance with the provisions of Section 18, provided that the maximum number of appeals to the Benefits Board under Section 24-J-6-b shall be three (3) per calendar year, and, unless otherwise agreed to by the parties, the maximum number of hearing days of the Benefits Board shall be six (6) per calendar year.

**24-J-6-c No Other Jurisdiction**

The Benefits Board shall have no other jurisdiction than as set forth in Section 24-J-6-a and Section 24-J-6-b.

**24-J-6-d Modification of Section 18 System Board Procedures**

Notwithstanding anything in Section 18, Benefits Board dates shall be scheduled on an ad hoc basis as needed, and the Company and the Association may agree to a different panel of arbitrators than the panel specified by the parties pursuant to Section 18 utilizing an American Arbitration Association list of arbitrators suitable for benefits arbitrations limited to arbitrators who are members of the National Academy of Arbitrators, or such other method agreed to by the parties.

**24-J-7 Third Party Liability**

This Section 24 applies from and after the effective date of the Agreement to the Core Medical Options, the Core Dental Option, any self-insured Select Regional Medical Plan, and the LTD Plan (collectively the "Covered Plans").

**24-J-7-a Third Party Liability Is Primary as to Benefits Under the Covered Plans**

The Plan shall not be primarily responsible or liable for the payment of benefits in accordance with their terms because of a disability, injury or other medical condition caused by the fault of a Third Party (a "Reimbursable Event"), as provided in Section 24-J-7. Accordingly, and in accordance with the provisions and subject to the limitations of Section 24-J-7, the Company shall be and is entitled to the benefit of any Recovery or right of Recovery which a Pilot or Dependent may have related to a Reimbursable Event for which the Third Party was, is or may become liable without regard to whether the liability of such Third Party is reduced to a Recovery as a result of legal proceedings, arbitration, compromise, settlement or otherwise. For purposes of Section 24-J-7, "Recovery" means an amount obtained by or for the benefit of a Pilot or Dependent in a Covered Plan from a

Third Party, such Third Party’s liability carrier, or, in the case of an uninsured or underinsured motorist coverage, from such Pilot’s or Dependent’s automobile insurance carrier because of a Reimbursable Event for which the Third Party is legally liable. In the case of a Recovery which, in whole or in part, includes assets other than cash or cash equivalents, the Administrative Committee or the Plan Administrator, as applicable, shall determine the monetary value thereof. A “Third Party” is any individual (or entity) who (or which) is or may be liable to a Pilot or Dependent for a Reimbursable Event or for payment of damages or expenses related to such Reimbursable Event; provided, however, that “Third Party” does not include the issuer of any disability, loss of license or insurance policy maintained by a Pilot at his own personal expense.

**24-J-7-b** Company’s Right of Reimbursement and Covered Plan’s Right to Reduce Future Benefits

If a Covered Plan has paid benefits to a Pilot or Dependent because of a Reimbursable Event and Recovery is obtained by the Pilot or Dependent with respect to such Reimbursable Event, then the Pilot or Dependent shall be obligated to reimburse the Company for all such benefits paid by the Covered Plan, provided, however, that (i) the Pilot or Dependent shall have no obligation of reimbursement in excess of the total amount of such Recovery and (ii) the Pilot’s or Dependent’s obligation of reimbursement shall be limited as described in Section 24-J-7-c. If a Reimbursable Event occurs and a Recovery is obtained with respect to such Reimbursable Event, then, subject to the limitations set for in Section 24-J-7-c, the Covered Plan involved shall have no obligation to pay and there shall be excluded from future coverage by the Covered Plan any and all benefits thereafter payable under the Covered Plan for such Pilot or Dependent, for, in connection with or relating to such Reimbursable Event until such benefits exceed in the aggregate the total amount of such Recovery remaining after reimbursement of the Company pursuant to the preceding sentence.

**24-J-7-c** Limitation of Company’s Right of Reimbursement and Covered Plan’s Right to Reduce Future Disability Benefits

The Company’s right to reimbursement and the Covered Plan’s right to reduce future benefits as described in Section 24-J-7-b shall apply only after a Pilot or Dependent has obtained a Recovery. In the case of the LTD Plan, the Company’s right of reimbursement and the Covered Plan’s right to reduce future benefits shall be limited to the difference between:

**24-J-7-c-(1)** the portion of the Recovery determined by the Administrative Committee to be reasonably allocable to the Participant’s loss of income resulting from, caused by or otherwise related to his Disability, and

**24-J-7-c-(2)** a pro rata portion of the attorneys’ fees and of litigation expenses allowed by the court or other forum in which the recovery is obtained (or, in the case of a settlement, which would have been allowable by such court or forum) incurred by the Participant in obtaining the Recovery that is allocable to the amount described in Section 24-J-7-c-(1); provided, however, that if the amount described in the preceding

provisions of this sentence is subject to federal or state income taxes, then such amount shall be reduced by the additional income taxes attributable to such amount. In the case of the Core Medical Options, the Company's right of reimbursement and the Covered Plan's right to reduce future benefits shall be limited to the amount of the total Recovery, reduced by that portion of the attorneys' fees, and of the litigation expenses allowed by the court or other forum in which the recovery is obtained (or, in the case of a settlement, which would have been allowable by such court or forum), incurred by the Pilot or Dependent in obtaining the Recovery which is equal to the same percentage (not greater than 100%) of the total attorneys fees and litigation expenses as the benefits paid by the Core Medical Option with respect to the Reimbursable Event bears to the total Recovery obtained by the Pilot or Dependent; provided, however, that if the amount described in the preceding provisions of this sentence is subject to federal or state income taxes, then such amount shall be reduced by the amount of additional income taxes attributable to such amount. The Company's right to reimbursement and the Covered Plan's right to reduce future benefits is predicated on express disclaimer of the "make whole" doctrine, and, after the reductions of the gross Recovery amount for attorneys' fees, litigation expenses and taxes, as described above, shall apply to the first dollar of any Recovery so reduced, regardless of any categorization or label placed upon any part of the Recovery and even if the Recovery obtained is less than the amount needed to make the Pilot (or Dependent) whole. The Company and the Covered Plan shall be granted a lien upon any such Recovery in the amount specified above.

#### **24-J-7-d** Obligations of Pilot and Dependent

The Pilot and Dependent shall have an affirmative obligation to reasonably cooperate in reimbursing the Covered Plan and in otherwise assuring the Covered Plan's rights of reimbursement and offset pursuant to Section 24-J-7, shall execute and deliver to the Company, the Administrative Committee and/or the Plan Administrator all assignments and other documents requested by them for enforcing the Company's and/or a Covered Plan's rights under Section 24-J-7, shall not take any action that might prejudice the Company's or a Covered Plan's rights thereunder, and shall not release any Third Party (even if such release purports to be a partial release or a release for the excess liability over Plan benefits) without the consent of the Company, the Administrative Committee or the Plan Administrator as the case may be, which consent(s) shall not be unreasonably withheld. The Company's right of reimbursement and the Covered Plan's right of offset hereunder shall not be affected by the release of any Third Party entered into without the consent of the Company, the Administrative Committee and/or the Plan Administrator as applicable. If a Pilot or Dependent initiates a liability claim against any Third Party or a Third Party's liability carrier or reimbursement is sought from such Pilot's or Dependent's own automobile insurance carrier under the uninsured or underinsured motorist endorsement, then the amounts described in Section 24-J-7-b and amounts to cover all future benefit payments under the applicable Covered Plan relating to the Reimbursable Event which is the basis for the liability claim must be included in the claim. Each Pilot or Dependent who incurs any Reimbursable Event shall inform the Company, the

Administrative Committee and/or the Plan Administrator as applicable whenever it appears that a Third Party is or may be liable to the Pilot or Dependent.

**24-J-7-e Exclusivity of Remedy**

The right of reimbursement afforded to the Company and the right to reduce future benefit payments afforded to Covered Plans under Section 24-J-7, shall be the sole and exclusive remedy of the Company and the Covered Plans, and of any insurance carrier, claims administrator or other vendor, regarding Reimbursable Events and Pilot and Dependent Recoveries with respect to Reimbursable Events, and shall be in lieu of any other remedy, legal or equitable, statutory or contractual, whether based on subrogation, credit, offset or any other theory, otherwise available to the Company, the Covered Plan or to either of their respective carriers or vendors. Without limiting the generality of the foregoing, it is agreed that neither the Company, any Covered Plan, or any of their respective claims administrators, insurance carriers or vendors, shall assert any statutory right of subrogation or reimbursement under any applicable state workers compensation or similar law with respect to any Reimbursable Event.

**24-J-8 Prior LOAs, MOUs and Settlement Agreements**

The prior agreements provisions of Section 22-C-3 shall apply with respect to any committee or board described in this Section 24.

**24-J-9 Indemnification**

The indemnification provisions of Section 22-C-4 shall apply with respect to any committee or board described in this Section 24.

**24-J-10 Confidentiality**

The confidentiality provisions of Section 22-C-5 shall apply with respect to any committee or board described in this Section 24.

**24-J-11 Procedure for Amendments Required by Law**

The procedures set forth in Section 22-C-6 shall apply with respect to any plan described in this Section 24.

**24-J-12 Definitions**

**24-J-12-a** For purposes of this Section 24, the term “Pilot” or “Pilots” shall have the same meaning as in Section 22-C-7-a. References to “Pilot” or “Pilots” throughout this Section 24 shall be interpreted in the context of the eligibility provisions of this Section 24, and, if the context so requires, shall be deemed to include the Pilot’s Eligible Dependents and Eligible Survivors.

**24-J-12-b** For purposes of this Section 24, the term “Prior UAL CBA” means the collective bargaining agreement between United Air Lines, Inc. and the Association as in effect immediately prior to the effective date of the Agreement, and the term “Prior CAL CBA” means the collective bargaining agreement between Continental Airlines, Inc. and the Association as in effect immediately prior to the effective date of the Agreement.

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**24-J-12-c** Notwithstanding anything to the contrary in the Agreement, for purposes of this Section 24, the term “Company” means United Airlines and includes United Air Lines, Inc., Continental Airlines, Inc., and any other affiliate of such entities which sponsors any welfare benefit plan referred to in this Section 24.



**APPENDIX A – Plan Designs for Core Medical Options**

PLAN DESIGN	Core PPO Option		Core EPO Option	Core HDHP	
	In-Network	Out-of-Network	In-Network	In-Network	Out-of-Network
<b>Annual Deductibles</b>	\$300 single/ \$600 family	\$600 single/ \$1200 family	\$200 single/ \$400 family	\$2500 single only \$5000 true family deductible*	\$5000 single only \$10,000 true family deductible*
<b>HSA Seed Amount (pro-rated per paycheck)</b>	NA		NA	\$750 single / \$1500 family	
<b>Annual Out-of-Pocket (OOP) Limits</b>	\$2000 single/ \$4000 family (includes medical coinsurance and deductible, but not copays)	\$4000 single/ \$8000 family (includes medical coinsurance and deductible, but not copays)	90%/10% coins, \$1,500/\$3,000 (includes medical coinsurance and deductible, but not copays)	\$3000 single only \$6000 true family maximum* (includes deductible and coinsurance)	\$6000 single only \$12000 true family maximum* (includes deductible and coinsurance)
<b>Cross Application Out-of-Network Deductibles and OOP to In-Network</b>	Yes		NA	Yes	
<b>Office Visit PCP</b>	\$25 co-pay	Covered at 60% after deductible	\$25 co-pay	Covered at 95% after deductible	Covered at 60% after deductible
<b>Office Visit Specialist</b>	\$40 co-pay		\$40 co-pay		
<b>Preventative Services (comprehensive array)</b>	100% preventative		100% preventative	100% preventative	
<b>Laboratory, x-ray and diagnostic testing</b>	Covered at 80% after deductible		Included w/office visit	Covered at 95% after deductible	
<b>Hospital/Inpatient</b>			Covered at 90% after deductible		
<b>Outpatient Facilities/Surgical</b>			Covered at 90% after deductible		
<b>Urgent Care Center</b>	\$50		\$50 co-pay		
<b>Emergency Room</b>	\$200 flat copay, waived if admitted		\$200 co-pay, waived if admitted		
<b>Retail Generic Drugs</b>	\$10 co-pay Mandatory Mail – Limit 3 retail fills for maintenance drugs* (Workaround for lower costs Rx at Target/Costco)		\$10 co-pay Mandatory Mail – Limit 3 retail fills for maintenance drugs (Workaround for lower costs Rx at Target/Costco)	Covered at 100% after deductible	

**APPENDIX A – Plan Designs for Core Medical Options**

PLAN DESIGN	Core PPO Option		Core EPO Option	Core HDHP	
	In-Network	Out-of-Network	In-Network	In-Network	Out-of-Network
<b>Retail Brand Preferred Drugs</b>	\$30 co-pay Mandatory Mail – Limit 3 retail fills for maintenance drugs- only if less expensive than retail (Workaround for lower costs Rx at Target/Costco)		\$30 co-pay Mandatory Mail – Limit 3 retail fills for maintenance drugs- only if less expensive than retail (Workaround for lower costs Rx at Target/Costco)	Covered at 95% after deductible	
<b>Retail Brand Non-Preferred Drugs</b>	\$50 co-pay Mandatory Mail – Limit 3 retail fills for maintenance drugs - only if less expensive than retail (Workaround for lower costs Rx at Target/Costco)		\$50 co-pay Mandatory Mail – Limit 3 retail fills for maintenance drugs - only if less expensive than retail (Workaround for lower costs Rx at Target/Costco)	Covered at 95% after deductible	
<b>Retail Drug Supply Limit</b>	30 day supply		30 day supply	30 day supply	
<b>Mail Order Generic Drugs</b>	\$25 co-pay		\$25 co-pay	Covered at 100% after deductible (plan provides coverage for drugs that are allowed to be covered pre-deductible)	
<b>Mail Order Brand Preferred Drugs</b>	\$75 co-pay		\$75 co-pay	Covered at 95% after deductible	
<b>Mail Order Brand Non-preferred</b>	\$125 co-pay		\$125 co-pay	Covered at 95% after deductible	
<b>Mail Order Drug Supply Limit</b>	90 day supply		90 day supply	90 day supply	

Additional provisions set forth in the Plan Document.

**APPENDIX B – Plan Design for Core Dental Option**

Benefit Features	Traditional PPO Dental Benefits	
	In-network	Out-of-network
<b>ANNUAL DEDUCTIBLES</b>		
Individual	\$50	\$50
Family (2 members of family must each satisfy individual deductible)	\$100	\$100
Annual Benefit Maximum	\$2,000	\$2,000
Orthodontics Lifetime Maximum	\$2,000	\$2,000
Office Visit Copay	\$0	\$0
<b>PREVENTIVE SERVICES and DIAGNOSTIC SERVICES</b>		
Dental cleaning Topical Application of Fluoride, Sealants and Space Maintainers	100% Covered frequency and/or age limitations may apply to these services	100% Covered frequency and/or age limitations may apply to these services
<b>MINOR RESTORATIVE SERVICES</b>		
Fillings, Endodontics, Periodontics, Oral Surgery	Covered up to 80%; after deductible	Covered up to 80%; after deductible; Subject to reasonable and customary limits
<b>MAJOR RESTORATIVE AND PROSTHODONTICS</b>		
Initial placement of Dentures or Bridges to one or more natural teeth which are lost while covered by the Plan. Inlays and Crowns (Porcelain or Stainless Steel)	Covered up to 50%; after deductible; frequency and/or age limitations may apply to these services	Covered up to 50% after deductible; Subject to reasonable and customary limits; frequency and/or age limitations may apply to these services
<b>ORTHODONTICS</b>		
Exams, X-Rays, Models, Appliances (Adult and Child)	Covered up to 50%; after deductible; frequency and/or age limitations may apply to these services	Covered up to 50% after deductible; Subject to reasonable and customary limits; frequency and/or age limitations may apply to these services

Additional provisions set forth in the Plan Document.



## Section 25 - Duration

### 25-A Amendable Date

This Agreement shall become effective on the date of signing hereof, shall continue in full force and effect through and including January 31, 2017, and shall renew itself without change each succeeding February 1st thereafter unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party hereto at least thirty (30) days but no more than two hundred seventy (270) days prior to January 31, 2017, or any year thereafter. The parties shall commence direct negotiations with respect to such notice no later than thirty (30) days following the delivery of such notice.

### 25-B Incorporation of Other Agreements

This Agreement and any Letters of Agreement and Memoranda of Understanding entered into by the parties after the date hereof constitute the sole and entire agreement between the parties while they remain in effect, and shall cancel all Agreements, Supplemental Agreements, Amendments, Letters of Understanding and similar related documents executed between the Company and the Air Line Pilots Association prior to the signing of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 18th day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Mike Bonds  
Executive Vice President  
Human Resources and Labor Relations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Pierce  
Chairman  
CAL MEC

---

Dan Casey  
Vice President  
Labor Relations

---

Captain Dave Owens  
Negotiating Committee Chairman  
CAL MEC

---

First Officer Phil Otis  
Negotiating Committee Chairman  
UAL MEC

---

First Officer Brad Hunnewell  
Negotiating Committee Vice Chairman  
UAL MEC

---

First Officer Jeff Brown  
Negotiating Committee  
CAL MEC

---

Captain Corey Ferguson  
Negotiating Committee  
UAL MEC

---

First Officer Phil Lomness  
Negotiating Committee  
CAL MEC

---

First Officer Greg Everhard  
Negotiating Committee  
UAL MEC

# LETTERS OF AGREEMENT





*LOA 1 Guam Flying*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as "the Company" or "United") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "the Association" or "ALPA").

The parties agree to the following regarding Guam Flying for the Company:

**A Terms**

When used in this Letter of Agreement, "Guam Flying" means all flying conducted by Guam based pilots including but not limited to flying conducted from the Guam Base. Definitions used herein are those in the Agreement except as otherwise stated.

**B Foreign Base Allowance**

**B-1** Pilots staffed to flying positions in the Guam Base shall receive, in addition to all other compensation, a Foreign Base Allowance in the amount of \$3,000 per month for each month of Active Service.

**B-1-a** A Pilot is eligible for the Foreign Base Allowance for each Bid Period which his name appears on the Guam staffing report.

**B-1-b** At his option, a Pilot assigned to Guam who is in his first year of employment shall receive an eighteen (18) month Base freeze and be paid using the second-year pay rate (in Status), or no Base freeze and be paid using the first-year pay rate.

**B-1-c** A Pilot on Company-paid TDY to the Guam Base shall not be eligible for the Foreign Base Allowance.

**C COMAT**

A Pilot based in GUM shall be entitled to fee-waived COMAT shipments of up to 3,000 pounds per each rolling twelve month period. In addition, such Pilot shall be entitled to a seventy-five

percent (75%) discount on all COMAT shipments in excess of the 3,000 pound limitation above. Further, a Pilot shall be permitted to designate one additional person as a known shipper who may send COMAT on the Pilot's behalf. The Company shall not be responsible for any additional costs associated with the COMAT shipments of such designated known shipper, nor shall the Company bear any responsibility or cost associated with seeking regulatory approval of any prospective known shipper. All fee-waived COMAT shipments from a known shipper shall be considered as being shipped by the Pilot for the purpose of complying with the 3,000 pound limitation above.

**D Scheduling**

**D-1** The terms of the Agreement shall apply to the scheduling of Guam-based pilots, except to the extent modified by this Letter of Agreement.

**D-2** For Trips that start and end in Guam, a flight scheduled for eight (8) hours or less shall be considered a Basic Flight and a flight scheduled for more than eight (8) hours shall be considered a Global Flight.

**D-3** When any flying flight segment in a single-augmented duty period is conducted on an aircraft having Class 3 Crew Rest Facilities, the Scheduled Duty Limitation (Section 5-E-1 of the Agreement) is thirteen hours and thirty minutes (13:30) and the Actual Duty Limitation (Section 5-F-1 of the Agreement) is fifteen hours and thirty minutes (15:30).

**D-4** The crew rest configuration described in Section 5-J-1-i of the Agreement may be used for double-augmented flights; the single premium seat grouping described in Section 5-J-1-i of the Agreement shall be the crew rest facility for both augmenting crew members.

**D-5** The All Night Flying (ANF) restrictions in Sections 5-E-10, 5-E-11, 5-F-6 and 5-F-7 of the Agreement shall not apply to flights scheduled with an augmented crew.

**D-6** The ANF restrictions in Sections 5-E-10-g and 5-F-6-d of the Agreement shall not apply to unaugmented duty periods that contain ANF.

**D-7** A Pilot may be scheduled for duty in consecutive WOCL periods but no more than a maximum of two (2) consecutive WOCL periods, provided the duty periods containing the WOCL periods comply with Sections 5-E-10-g and 5-F-6-d of the Agreement. Section 20-K-3-c-(11) of the Agreement shall not apply.

**D-8** During Monthly Schedule Preferencing, a Pilot may:

**D-8-a** waive the twelve (12) hour minimum free from duty requirement in Sections 5-E-10-d and 5-F-6-b of the Agreement;

**D-8-b** notwithstanding Paragraph D-7 of this Letter of Agreement, concur to be scheduled for duty in up to three (3) consecutive WOCL periods. A Reserve shall be deemed to have waived Section 20-K-3-c-(11) of the Agreement.

**D-8-c** If a Pilot exercises either or both of the options described in Paragraphs D-8-a and D-8-b of this Letter of Agreement, such option or options shall remain in effect for the entire Bid Period.

**D-9** In Monthly Schedule Preferencing a Reserve may bid to have his days off scheduled in a single period of days off (a “Compressed Line”). A Reserve who is not bidding for a Compressed Line shall have his bid group denied, if such denial is necessary to award a Compressed Line to a more-junior Pilot who is bidding for a Compressed Line. The following shall apply to Compressed Lines:

**D-9-a** A Reserve bidding for a Compressed Line is deemed to have waived the minimum one (1) day off in each seven (7) day period requirement of Section 5-E-7-f of the Agreement. The Company shall not apply Section 5-E-8-c of the Agreement to Compressed Lines.

**D-9-b** The first day off shall be an FDO and all subsequent days off shall be HDOs.

**D-9-c** A Reserve shall be released at 1000 on his last reserve day, unless he has received an assignment by that time.

**D-9-d** On his first reserve day a Reserve shall not be required to depart from his Base prior to 0600.

**D-10** The scheduled off-duty period of at least twenty-four (24) consecutive hours described in Section 5-E-3-h of the Agreement may be satisfied at either GUM or HNL. Section 5-E-3-h of the Agreement shall not apply to Reserves with compressed lines.

**D-11** Guam-based pilots and Guam Trips are not eligible for out-of-base pick-up.

**D-12** For purposes of Aggressive Pickup, a Reserve whose number of reserve days before his next scheduled unavailable days is more than six shall be treated as if his number of reserve days before his next scheduled unavailable days is seven.

**D-13** In lieu of Section 20-A-4 of the Agreement, call-out time shall be:

**D-13-a** A Reserve in a Short Call window or a Lineholder in a telephone availability window must be able to report for duty (call-out time) no more than two hours (2:00) after the Company’s initial attempt at contact.

**D-13-b** If a Pilot accepts and fulfills a call-out time requirement that is from one hour (1:00) to one hour thirty minutes (1:30) of the Company’s initial attempt at contact, he shall receive one (1) hour of Add Pay. If a Pilot accepts and fulfills a call-out time requirement that is less than one hour (1:00) of the Company’s initial attempt at contact, he shall receive two (2) hours of Add Pay.

**D-14** The Minimum Pay Value provision of Section 5-G-2 of the Agreement shall not apply to Trips consisting of a single duty period that is scheduled to release on the day after it is scheduled to report. Instead, such Trips shall have an additional Minimum Pay Value provision that pays the greater of:

**D-14-a** five (5) hours pay value; or

**D-14-b** one (1) hour pay value for each one and one-half (1.5) hours of duty time.

**D-15** For a Trip consisting of a single duty period that is scheduled to release on the day after it is scheduled to report, if during trip-trading a trade involving such a Trip fails solely due to

its characterization as a two-day Trip, then such Trip shall be treated as a one-day Trip for that trade, provided both of the following are true:

**D-15-a-(1)-(a)** For the day on which the Trip reports, no previous trades have been successfully executed that utilize this provision; and

**D-15-a-(1)-(b)** The number of Reserves that are available on the day the Trip releases is, net of projected assignments, at least one (1).

**E TDY**

Notwithstanding Section 8-G of the Agreement, TDY at Guam shall be advertised and awarded or assigned before Monthly Schedule Preferencing, for up to two (2) consecutive Bid Period at a time (e.g., pilots volunteering for the full period shall be awarded first). Pilots shall receive a minimum of seven (7) days notice prior to the necessary training. For both voluntarily-awarded and involuntarily-assigned pilots, positioning travel shall be treated as a work day but shall not carry Line Credit; the Pilot shall be paid the Flight Time of the positioning travel as Add Pay.

**F Vacancy and Displacement Awards**

A Pilot shall be provided at least thirty (30) days notice of activation to a Category outside of Guam. A Pilot shall not be activated to a Guam based position sooner than thirty (30) days after the close of a vacancy or displacement bid unless he agrees otherwise, and shall receive as much notice of the specific report date in Guam as circumstances allow.

**G Training**

**G-1** A Pilot assigned to the Guam Base who is scheduled for recurrent training on the U.S. mainland shall be scheduled to commence such training between the hours of 1300 and 2100 at the location of where the training shall occur, unless the Pilot agrees otherwise. In addition to pay for the training itself, a Pilot assigned to Guam Flying who is scheduled for a training event on the U.S. mainland shall be paid for two (2) travel days to travel to the training and two (2) travel days to return from the training; and notwithstanding Section 9-C-1-b of the Agreement, the last three (3) days of the training/travel period shall be considered as an absence for the purpose of prorating minimum days off when such training is included in Monthly Schedule Preferencing. If such training is conducted in Asia the Pilot shall be paid one (1) day of travel, and if it is conducted in Australia, for two (2) days of travel. All travel days shall be paid at the rate of three and three quarter (3.75) hours per day and shall be scheduled in accordance with the duty limitations of Section 5 (as amended by this LOA) of the Agreement, unless the Pilot agrees otherwise.

**G-2** A Pilot who was available to attend a required training event offered on Guam and who did not attend shall travel to the U.S. mainland at his own expense to make up the requirement. Ground training schedules shall be published on a quarterly basis in advance in the bid package.

**G-3** Guam Based pilots shall be entitled to PS-5 passes to attend training, which may be requested up to thirty (30) days prior to the scheduled training. If, prior to his/her departure to attend training, the event is cancelled or the Pilot is unable to attend the training, he shall not be authorized to travel using such PS-5 pass. A Pilot based in Guam shall receive a PS-0

pass for travel to the training location if the travel is within seventy-two (72) hours of the training event. A Pilot returning to Guam from a training event shall receive a PS-5 pass.

**G-4** A Pilot based in Guam who is remaining in the Guam Base, and who is assigned to training in excess of thirty (30) days (i.e., to change Equipment and/or Status) shall have one period of ten (10) consecutive days in the training cycle free from all duty. This provision can be waived at the Pilot’s discretion. A PS-5 pass shall be provided for travel during this period to and from Guam. A Pilot who elects to take this break must notify Training Scheduling at least fourteen (14) days in advance of training.

**G-5** Guam based pilots shall be trained exclusively on Equipment utilized in Guam Flying. Further, Guam based pilots shall be trained exclusively with flight simulators and other training devices that are exclusive to the Equipment utilized in Guam Flying. For example, if Guam Flying is conducted using B-737-800 Equipment, the Guam pilots shall be trained in a B-737-800 flight simulator and utilize training devices that reflect the B-737-800, and not other models of the B-737 aircraft that may or may not be in the Company’s fleet. For the purpose of this Paragraph, the phrase “shall be trained” applies only to recurrent training/checking events, and does not apply to any Initial/Upgrade/Transition training/checking event.

**H Moving Expenses**

**H-1** Within one year of initial activation in Guam, a Pilot is entitled to be provided with up to ten (10) unpaid days free from duty for the purpose of familiarization of his family to Guam. To be eligible for the unpaid days as provided above, a Pilot must notify the Company no later than seventy-two (72) hours before the close of Monthly Schedule Preferencing for the Bid Period in which the days shall be taken. During the ten (10) day familiarization period, the Pilot shall be provided a rental car and a hotel room. An extra hotel room shall be provided for families with more than one (1) child, and a van shall be provided in lieu of an automobile for families with more than three (3) children. Round trip PS-5 (must ride) passes on United Airlines to Guam shall be provided for the Pilot and his immediate family.

**H-2** Pilots transferring or assigned to the Guam Base shall be entitled to a paid move to Guam, provided they remain in Guam for a minimum of eighteen (18) months of Active Service. Should a Pilot leave the Guam Base for any reason other than being displaced or initial Status upgrade prior to providing eighteen (18) months of Active Service, he shall be responsible to reimburse the Company for the paid move to Guam. This reimbursement provision shall not apply to a Pilot who was involuntarily displaced from his previous Base into Guam, and leaves the Guam Base prior to proving eighteen (18) months of Active Service.

**H-3** A Pilot who received a paid move to Guam and has provided thirty-six (36) months of Active Service on Guam shall be entitled to a paid move from Guam. If the Pilot has a Base change after providing eighteen (18) months of service, but prior to completing thirty-six (36) months of Active Service on Guam, he shall be responsible for a pro rata share of the paid move from Guam. A Pilot who did not receive a paid move to Guam shall be entitled to a fully paid move from Guam upon providing eighteen (18) months of active service on Guam. A Pilot who did not receive a paid move to Guam shall be responsible for a pro-rata share of the paid move if he does not provide eighteen (18) months active service on Guam. A move from

Guam shall be company paid if the Pilot: is furloughed and elects to return to the U.S.; is displaced out of GUM; is awarded an initial Status upgrade; is granted a permanent hardship transfer back to the U.S. Mainland; retires and elects to return to the U.S. Mainland; or is terminated due to loss of medical or failure to meet standards. The thirty-six (36) or eighteen month clock (as applicable) shall also begin on the date of activation in Guam.

**H-4** Expense reimbursement to/from the gateway city to a U.S. destination shall be governed by Section 10 of the Agreement.

**H-5** Moving expenses to and from Guam for moves which qualify as Company-paid moves shall be governed by Section 10 of the Agreement, except for the following:

**H-5-a** In addition to the shipping of two (2) automobiles, any additional automobiles at the time of the Pilot’s move shall be arranged for shipment at the Company’s rate at the Pilot’s expense.

**H-5-b** A PS-5 must-ride pass for each immediate family member for travel in connection with the move to/from Guam.

**H-5-c** If the Pilot elects to stay at a Company sponsored hotel (a crew layover hotel) the hotel charges shall be paid by the Company.

**H-5-d** The transportation costs for two (2) animals, not to exceed a total of 200 pounds.

**H-5-e** The phrase “new primary residence” in Section 10-E-1 of the Agreement shall be substituted with the phrase “designated shipping port” and the phrase “new Base” in Section 10-G-1 of the Agreement shall be substituted with the phrase “designated shipping port.” The phrase “Three (3) days” shall be substituted with the phrase “Five (5) days” in Sections 10-E-1 and 10-G-1 of the Agreement. Further, the entitlements derived from the above substitution of phrases shall be equally applied for moves to and from GUM.

**H-5-e-(1)** A rental car, as well as hotel room and meal allowances as set forth in Section 10 shall be provided in Guam for the Pilot and his immediate family members from the time the Pilot’s goods are received for shipment until the shipping agent issues notice that the goods are available for delivery in Guam, plus four (4) days. A Pilot shall not be required to wait until the end of this period to submit expenses for reimbursement. Families with more than one (1) child shall receive an additional paid hotel room if requested. Families with more than three (3) children shall receive a rental van instead of a car. A Pilot returning from Guam shall be provided these same rental car and hotel room benefits in his new Base until his household goods arrive from Guam in his new Base plus one (1) day. A Pilot who is based in Guam may, within twelve (12) months prior to his retirement date, or within three (3) months after his retirement date, elect to exercise his Company paid move to the U.S. mainland.

**H-5-e-(2)** A Guam based Pilot who has been awarded a position at a Base on the U.S. mainland and is moving to the U.S. mainland from Guam and would be entitled to a Company-paid move to his new Base, but chooses not to do so, may, at his option and with prior notice to the Company, arrange to have his household goods and automobile(s), etc. transported from the U.S. Port of Entry to his residence. In such

case, the Company's responsibility for the paid move shall end when the Pilot's household goods, automobile(s), etc. arrive at the U.S. Port of Entry on the west coast. In connection with the transportation of the Pilot's household goods, automobile(s), etc. from the Port of Entry to his residence, the Pilot shall not be entitled to receive any temporary lodging, days off (paid or unpaid), storage or other benefits specified in Section 10 of the Agreement to which he otherwise would have been entitled had he moved to his new Base.

**I Medical**

**I-1** The Company shall provide, at no cost to the Pilot, all vaccinations recommended by the CDC (Centers for Disease Control) for the region(s) visited while on Company duty.

**I-2** If a medical emergency exists requiring evacuation/transportation from Guam or any downline station, the Company shall provide the following transportation to the Pilot and/or the Pilot's spouse and children (or any other person approved by the Guam Chief Pilot or his designee). In the event that the Chief Pilot or designee is unavailable, the Pilot may declare to Crew Scheduling that a medical emergency exists and Scheduling shall provide appropriate travel arrangements as follows:

**I-2-a** Positive Space (must-ride) service-charge-waived on-line passes for the patient and the Pilot's spouse and children (or any other person approved by the Guam Chief Pilot or his designee) to Honolulu, (or other United city deemed medically necessary by the treating physician in the event of a life-threatening medical emergency); and

**I-2-b** Positive Space (must-ride) service-charge-waived on-line passes for required medical attendants, and medical equipment necessary for the transfer (stretcher, medical oxygen, etc.); and

**I-2-c** PS-5 passes, or if required and authorized by the Guam Chief Pilot, positive space (must-ride) service charge waived on-line passes for the return to Guam for the Pilot, the medical attendant, and the Pilot's spouse and children (or any other person approved by the Guam Chief Pilot or his designee); and

**I-2-d** PS-5 passes if a physician deems it necessary to receive a treatment that is not available on Guam. The PS-5 passes provided for by this Paragraph are only intended to apply in cases of unique medical events and not for recurring care of a chronic condition.

**I-2-d-(1)** In the event of death or serious medical emergency in the immediate family (as defined for ELA in Section 12 of the Agreement), a Pilot may use his accumulated sick leave up to ten (10) consecutive days. The Company shall provide, round trip passes (PS-5 (must ride) outbound and PS-5 return) from Guam or downline station to a United Airlines U.S. mainland station of the Pilot's choice for the Pilot and his immediate family.

**J General**

**J-1** If a Pilot is adversely affected by a disaster in which a Disaster Declaration is issued for Guam by the Governor of Guam or the President of the United States, the Company, upon request, shall provide the Pilot a hotel room for up to ten (10) days.

**J-2** A Pilot in the Guam Base shall be charged international pass travel rates between Guam, Hawaii and any US gateway city used for the Pilot, designated travel companion, family and dependent(s). Travel for individuals using the Pilot’s Buddy Passes shall be allowed unescorted to and from GUM (e.g., IAH-HNL-GUM), with the appropriate documentation provided by his Chief Pilot or his designee.

**K Duration**

This Letter of Agreement shall be effective upon signing and shall run concurrently with the provisions of Section 25 of the Agreement.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC



*LOA 2 Occupation Injury Bank Conversion*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”) and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as “the Association” or “ALPA”).

WHEREAS, the Collective Bargaining Agreement applicable to Continental pilots (Continental CBA) prior to the effective date of the Agreement between the parties provided certain Continental pilots an Occupation Injury (OI) Bank separate from their Sick Leave Bank; and

WHEREAS, the Continental CBA also allowed such pilots to use their OI Bank at retirement to obtain medical retiree benefits in the same manner and at the same conversion rate as their Sick Leave Bank; and

WHEREAS, the parties have agreed that as of the effective date of the Agreement, no pilots shall have an OI Bank separate from their Sick Leave Bank, but those Continental pilots who had such an OI Bank pursuant to the Continental CBA should not be deprived of its value;

NOW THEREFORE, the parties agree to the following:

1. Sixty days (60) following the effective date of the Agreement, a Continental Pilot who has an OI bank shall have the hourly balance of that bank deposited into his sick leave bank at a conversion rate of one and a half (1 ½) hour of OI to one (1) hour of sick leave.
2. Prior to the conversion in Paragraph 1 of this Letter of Agreement, a Pilot may elect to opt out of the OI conversion to sick leave and instead use the hours accrued in his former OI bank in the same manner and at the same rate (one for one) in which the hours in his sick leave bank shall be used to offset the costs of medical retiree benefits.
3. To the extent necessary to allow for the conversion of OI in Paragraph 1 of this Letter of Agreement, any Continental Pilot’s sick leave bank shall be permitted to exceed the 1300 hour maximum provided in Section 13-A-1 of the Agreement. However, such Pilot shall not accrue any additional sick leave until his sick leave bank falls below 1300 hours. At that time,

he shall be subject to the maximum of accrued sick leave (1300 hours) in Section 13-A-1 of the Agreement.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC

*LOA 3 Merger Move*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”) and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as “the Association” or “ALPA”).

The parties have agreed to a “Merger Move” in addition to all other paid move opportunities available under the Agreement. The Merger Move is available to a Pilot awarded a vacancy bid within twenty-four (24) months of the Operational Merger Date as defined in the Transition and Process Agreement. Merger Moves shall be governed by the applicable provisions of Section 10 of the Agreement, except as provided below:

1. The Pilot is not entitled to NRPS/NRSA passes as described in Section 10-D of the Agreement; and
2. On a one time basis, the Pilot is eligible for one-way NRSA passes for himself, his spouse or Domestic Partner and eligible dependents for the purpose of relocating to his new primary residence.

Duration: This Letter of Agreement shall become effective on date of signing and remain in full force and effect concurrent with the Agreement.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

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Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC

*LOA 4 Trip Trading*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

This Letter of Agreement, is made and entered into in accordance with the provision of Title II of the Railway Labor Act, as amended, by and between United Airlines, Inc. and the Air Line Pilots in the service of the United Airlines, Inc., as represented by the Air Line Pilots Association, International,

This letter confirms our agreement regarding the following issues related to Trip Trading:

1. The trip-trade system shall include the following functionality:
  - a. Multiple Pilot branching logic.
  - b. The graphical display of a Pilot's current schedule in a calendar and list view.
  - c. The ability for a Pilot to search all Trips including open, "potential open" and assigned Trips.
  - d. The ability to enter trade requests based on set criteria.
  - e. The ability to have trades checked for contractual and FAR compliance before submitting them.
  - f. Trading directly with other pilots as well as trading with open, "potential open" and assigned Trips.
  - g. The ability to request Trip drops, either paid drops using next year's vacation or unpaid drops.
  - h. Electronic alerting.
  - i. A bulletin board system with the following functionality:
    - (1) The ability to view other pilots' requests in their entirety.
    - (2) The ability to display all requests from other pilots that match a Pilot's requests.
    - (3) The ability to communicate with other pilots via the bulletin board interface.

- j. Electronic alerts for Open Trips.
- k. Criteria options and graphical interface that include at a minimum:
  - (1) Criteria options for notice to depart, premium pay level, multiple desire/avoid station transited and layover stations, and any other criteria options necessary for SRM criteria pickup.
  - (2) A graphical interface that allows a Pilot to express a desire to work (rather than depart) only on certain days and the number of desired work days in that period. For example: The Pilot would like to work any four days between the fifth (5<sup>th</sup>) and the tenth (10<sup>th</sup>), but one (1) day Trips are not acceptable. The system could award a single four-day Trip or two (2) two-day Trips.

If the parties cannot agree on the specific details of the functionality of items a-h, the specific functionality of the “s-UA” system as of May 2012 shall be required.

Note: If the Company provides the eTripTrader interface, items i and j shall be satisfied.

- 2. The parties agree to explore the following means of improving the trip-trade system. Improvements may require considerable technical support in order to be implemented. The parties shall prioritize the list based on both the importance of the improvement and the required technical support to achieve the improvement. The parties recognize that some of the improvements may not be implemented due to for example, excessive required technical support, significant degradation of run times or quality, etc. Further, the parties agree that this list of improvements is, by necessity, of lower importance than the automation changes necessary to implement the primary portions of the Agreement.
  - a. Frequency - Categories run independently. Reduce time between runs. Customizable notification via text and/or email, e.g. when Category finishes, when next run scheduled to begin, etc. It is understood that Categories may be queued for processing.
  - b. Trade requests - Increase number above current limit of eighteen (18), unless SSC agrees otherwise on Category basis.
  - c. Electronic alerting - Allow Pilot to be alerted to SRM, open time, awarded trades, run times, and changes to Trips in stored requests. Allow for company communication (regarding system outages, etc.) as well as direct communication between system users. Generate message when coverage parameters are updated in a Category.
  - d. Reporting – provide detailed report explaining why trade is denied.
  - e. Improve criteria screen to be more intuitive.
  - f. Improve the contractual and FAR compliance checking function to be more comprehensive.

Note: If the Company provides the eTripTrader interface, item f shall be satisfied.

- 3. The parties shall develop a reasonable approach of preventing the “batch” trip-trading system and the instantaneous trading system from assigning conflicting awards. This

approach may include halting the batch process from 1100 – 1300 Base time or halting/queuing the instantaneous trading system when the batch system is running.

- 4. The parties agree to explore negative balancing functionality (“win-win” or “bad day worse day” logic; e.g. Trip drop requested on the fifth (5<sup>th</sup>) is below the floor, but the pickup on the eighth (8<sup>th</sup>) improves coverage on the eighth (8<sup>th</sup>) more than the drop harms coverage on the fifth (5<sup>th</sup>)).
- 5. The Company and the SSC shall continue efforts to develop and improve the trip-trading system.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

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Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

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P. Douglas McKeen  
Senior Vice President  
Labor Relations

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Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC





*LOA 5 Medical and Dental Rate Setting*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

This Letter of Agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between United Airlines (hereinafter referred to as the "Company") and the Air Line Pilots in the service of United Airlines, as represented by the Air Line Pilots Association, International (hereinafter referred to as the "Association" or "ALPA"),

Whereas, the Company and the Association have entered into the Agreement reflecting the merger between United Air Lines, Inc. ("United") and Continental Airlines, Inc. ("Continental"); and

Whereas, the Company and the Association wish to state the agreement they have reached with respect to the annual rate setting process applicable to the Pilots' medical, dental and prescription drug programs;

Now, Therefore, the Company and the Association mutually agree as follows, effective on the effective date of the Agreement:

**I. The following provisions apply to Medical rate setting under Sections 24-B-5 and 24-F-5 of the Agreement:**

- A. In the implementation of the provisions of Sections 24-B-5 and 24-F-5 of the Agreement, the determination of the Required Monthly Contributions for years after the One-time Cost Share Reset, the Company and the Association shall annually follow the procedures set forth in this Letter of Agreement
- B. Contributions For Calendar Years After One-time Cost Share Reset for Pilots in Active Service.

For each calendar year, the Required Monthly Contribution in a Core Medical Option or Select Regional Medical Plans shall not exceed twenty percent (20%) of the actuarially-determined "Total Projected Cost" of the Option or Plan for such calendar year, for each Coverage Tier, subject to the adjustments, limitations and permitted variances hereinafter set forth. Total Projected Cost shall be determined in accordance with

Paragraph I.D below and the Experience True-up to correct for deviations of actual from projected cost as provided in Paragraph I.E below. The rate of Required Monthly Contributions is subject to the permitted deviation and the limitation on maximum year-over-year increases in Required Monthly Contributions provided in Paragraph I.F below.

C. Definitions.

For purposes of Paragraphs I.A through I.G the following terms shall have the meanings ascribed to them:

- (1) "Claims Experience": For purposes of determining Total Projected Cost of any self-insured medical plan or program in which active employees of the Company and/or pre-Medicare retirees of the Company are eligible to participate, the term "Claims Experience" means the per-capita rate of actual claims paid and incurred plus unpaid claim liability during the Experience Period by all active employees of the Company and pre-Medicare retired employees of the Company, enrolled in a domestic medical plan (U.S. and territories). For any insured plan or the insured portion of any plan, "Claims Experience" is eighty-five percent (85%) of the most recent available gross premium rate. Total Projected Cost of any medical program offered to Medicare-eligible retired employees of the Company shall be determined as a separate risk pool.
- (2) "Costs of Administration": For self-insured plans or programs, and for the self-insured component of any hybrid plan or program, "Costs of Administration" means the actual charges of any third-party claims administrator, pharmacy benefits manager, behavioral health manager, disease management/smoking cessation vendor, and wellness vendor including any "load" or other charge for administration of the wellness initiatives. For fully-insured plans or programs, and for the insured components of any hybrid plan or program, "Costs of Administration" shall be fifteen percent (15%) of the gross premium paid. "Costs of Administration" include any excise tax relating to medical plans imposed upon the Company pursuant to Section 49801 of the Internal Revenue Code of 1986, as amended by Section 9001 of the Patient Protection and Affordable Care Act of 2010, Public Law 111-148 (the "Excise Tax"). "Costs of Administration" does not include any other cost, fee, charge or expense of the Company in connection with maintaining the plan or program, including, without limitation, any charge or expense of any third-party vendor (other than the vendors listed in the first sentence of this Paragraph) or for wages or benefits of Company employees providing ancillary, administrative, record-keeping or other support services for the plan or program. Should the Company pursue a re-insurance (stop-loss) coverage, the expected net cost of coverage, which is calculated as gross premium minus expected recoveries, shall be included in the costs of administration. For purposes of determining Total Projected Costs, Costs of Administration for fully-insured and self-insured options are pooled and applied as a level percentage of Total Projected Cost.

- (3) "Determination Year": The year prior to the Rating Year, during which the Company Actuary, in collaboration with the ALPA Actuary, determines Total Projected Cost and contribution rates to be effective during the Rating Year.
- (4) "Experience Period": The "Experience Period" is a period of twenty-four (24) consecutive months divided into historical segments of twelve (12) consecutive calendar months each and given equal weight assuming consistent experience.
- (5) "Look Back Year": The year immediately preceding the Determination Year.
- (6) "Margin": "Margin" refers to any intentional difference between a measure or quantity as used and the same measure or quantity reflecting "best estimate" assumptions. Margins may be implicit (derived using modified assumptions or elements) or explicit (derived by modifying the end result).
- (7) "Offsets": "Offsets" shall include discounts and manufacturer, vendor and other rebates and payments, together with any other amounts agreed by the Company Actuary and the ALPA Actuary as being properly treated as an offset to costs. Government subsidies received by the Company, such as subsidies under the federal Medicare Part D Retiree Drug Subsidy Program administered by the Centers for Medicare and Medicaid Services ("CMS") pursuant to the Medicare Prescription Drug Improvement and Modernization Act of 2003, Public Law 108-173, shall be applied as offsets at such time as any Excise Tax becomes includible in Costs of Administration.
- (8) "Rating Year": The "Rating Year" is the year for which total costs are being projected, and in which the contribution rates being established, by the methodology provided in this Paragraph I, shall be charged to pilots.
- (9) "Total Projected Cost": "Total Projected Cost" means the Claims Experience for the Experience Period, drawn from all health care programs offered by the Company during the Experience Period, across all Coverage Tiers, adjusted for differences in plan design between the Experience Period and the Rating Year, normalized using relative values, consolidated, trended to reflect reasonably anticipated changes in health costs, and actuarially projected to the Rating Year, subject to such other adjustments, if any, as are determined by agreement of the Company Actuary and the Association Actuary to be actuarially appropriate, plus expected Costs of Administration, less Offsets, without explicit or implicit Margin. Rates per unit of coverage in the Core Medical Options shall be derived from Total Projected Cost. True-up amounts in accordance with Paragraph E are separately determined amounts and are not part of Claims Experience or Total Projected Cost.

D. Determination of Total Projected Cost and Rates Per Unit of Coverage.

The methodology and procedure the parties shall follow each Determination Year, in accordance with the schedule set forth in Paragraph III.G, to determine Total Projected Cost for the Rating Year, and to derive from Total Projected Cost the rates of

contribution for each Core Medical Option (including the prescription drug component of such Core Medical Option) and Coverage Tier for the Rating Year, shall be as set forth herein.

E. Experience True-Up.

In each Determination Year, actual costs incurred in the Look-Back Year are compared to the Total Projected Cost for the Look-Back Year to determine if adjustment is required under the following rules:

(1) Adjustment for Deviations of Actual Enrollment from Expected Enrollment.

The Total Projected Cost that was used to set contribution rates for the Look-Back Year shall be adjusted to correct for deviation of actual enrollments in the various medical plans, options and programs from the anticipated enrollments originally used to determine Total Projected Costs for the Look Back Year (“Enrollment-adjusted Total Projected Costs”).

(2) Gains and Losses.

Historical gains and losses (the difference between the Enrollment-adjusted Total Projected Costs and actual incurred costs for the Look-Back Year) are identified and quantified.

(3) Application of Gain/Loss Corridor.

If it is determined that any gain or loss with respect to the Look-Back Year is less than plus or minus four percent ( $\pm 4\%$ ) of the Enrollment-adjusted Total Projected Cost, no further adjustment is required. However, for any Look Back Year in which the gain or loss exceeds plus or minus four percent ( $\pm 4\%$ ) of the adjusted Total Projected Cost, the portion of such gain or loss in excess of plus or minus four percent ( $\pm 4\%$ ) shall be taken into account as provided in Paragraph I-E-(4) of this Letter of Agreement.

(4) Amortization of Gains and Losses.

For any Look Back Year in which gains or losses are not within the plus or minus four percent ( $\pm 4\%$ ) threshold, the portion of such gain or loss not within plus or minus four percent ( $\pm 4\%$ ) shall be halved and applied per capita to Pilots in Active Service and retired Pilots in the Before-Medicare Medical Benefits without interest to decrease (in the case of gains) or increase (in the case of losses) the Total Projected Cost levelly over two Rating Years beginning with the Rating Year immediately following the Determination Year in which the True-Up calculation is made. For example, the first true-up Determination Year hereunder shall be 2014, with 2013 as the first Look Back Year and, if an adjustment is required because 2013 gains or losses were plus or minus five percent ( $\pm 5\%$ ), one-half of one percent (0.5%) of the enrollment-adjusted Total Projected Cost for the Look-Back Year (which is half of such excess gain or loss) would be applied to adjust Total Projected Costs for the 2015 Rating Year, and the remaining excess gain or loss for 2013 as remeasured in 2015 Determination Year would be applied to adjust Total

Projected Costs for the 2016 Rating Year. Due to additional runout claims, the second year amortization of the excess 2013 gain or loss may not exactly match the first year amortization. Amortization schedules shall be maintained so that, for each Rating Year after 2015, the accumulated net amortizable gain or loss required to be taken into account in that Rating Year shall be subtracted from, or added to, Total Projected Cost for purposes of determining contributions.

(5) Aggregate Contribution Adjustments.

Required contributions for non-retired Employees for coverage under all medical plans offered by the Company excluding the Core HDHP option, shall be subject to the further limitation that the Company shall pay not less than eighty percent (80%) in the aggregate of the Enrollment-adjusted Total Projected Cost (adjusted as hereinafter provided) of all medical plans offered by the Company to its employees, provided “employees” for this purpose means in addition to Pilots any other workgroups that subscribed to all of the Pilot medical plan offerings and contributions, in accordance with the following:

- (a) Each year beginning with 2013, Enrollment-adjusted Total Projected Costs (excluding Total Projected Costs for the Core HDHP Option), shall be compared to the aggregate contributions, using year-to-date data through October, for coverage under all medical plan options offered by the Company, excluding the Core HDHP.
- (b) Until the Company and ALPA Actuary agree that the participation rate in a new or modified wellness credit has stabilized, the Company is free to set the participation assumptions in the new or modified wellness credit, at levels more likely to produce an Aggregate Contribution Adjustment under Paragraph I-E-(5)-(c) of this Letter of Agreement favoring Employees rather than a loss not recoverable by the Company. Once the participation rate is stable, the contributions for all Company-offered medical options (excluding the HDHP) shall be normalized to reflect the assumed level of participation in the wellness credits. This provision shall not be used to subvert the basic Aggregate 80%/20% Contribution Limit.
- (c) If aggregate contributions (excluding the Core HDHP Option) are 20% or less of the Enrollment-adjusted Total Projected Costs (excluding Total Projected Costs for the Core HDHP Option), no adjustment shall be made. However, if aggregate contributions (excluding the Core HDHP Option) exceed twenty percent (20%) of Enrollment-adjusted Total Projected Costs (excluding Total Projected Costs for the Core HDHP Option), an aggregate contribution adjustment, for the full year, equal to the excess, on a level percentage basis, shall be made to employees by the end of the plan year. Such adjustment does not apply to the employees enrolled in the Core HDHP Option, nor those who have left the plan prior to the aggregate contribution adjustment.

F. Limitation on Year-Over-Year Increases in Required Monthly Contributions for Pilots in Active Service. Any increase in the Required Monthly Contribution for the Core Medical Options and Select Regional Medical Plans, from one calendar year to the next, shall not exceed nine and one-quarter percent (9.25%) of the prior year’s contribution (except that this percentage shall vary for the individual Pilot after taking into account credits and surcharges), rounded to the nearest penny, consistent with the Core Option 80%/20% Limit, in accordance with the following:

- (1) In no event will the Participant’s contribution by Coverage Tier on a composite basis exceed the lesser of: (A) twenty percent (20%) of Total Projected Cost, with an upward variation tolerance of one-tenth of one percent (0.1%), such variance permitted, not as a matter of routine, but in order to accommodate rounding, or (B) 109.25% of the prior year’s contribution by Coverage Tier on a composite basis. Composites for the purposes of this Paragraph combine the separate rates for tobacco users and those pilots who incur spousal surcharges into an overall rate.
- (2) The limitations provided in this Paragraph I-F(2) shall be applied after all computations and adjustments described in Paragraphs I-D and I-E of this Letter of Agreement have been carried out.

G. Determination of Total Projected Cost for Retiree Medical Benefits. For purposes of determining the Total Projected Cost for Before- and After-Medicare Medical benefits for all retired Pilots (other than pre-7/1/03 sUA retired Pilots) the procedures described in Paragraphs I-D through I-F shall apply, except that, for Pilots retiring on or after the effective date of the Agreement, wellness credits and spousal surcharges shall be included for Before-Medicare Medical Benefit Coverage and excluded for After-Medicare Medical Benefit coverage.

**II. The following provisions apply to Dental rate setting under Section 24-C-4 of the Agreement:**

A. In the implementation of the provisions of Section 24-C-4 of the Agreement, the determination of the Required Monthly Contributions for years after the One-time Cost Share Reset, the Company and the Association shall annually follow the procedures set forth below.

B. Contributions For Calendar Years After One-time Cost Share Reset.

For each calendar year, the Required Monthly Contribution in the Core Dental Option shall not exceed twenty percent (20%) of the actuarially-determined “Total Projected Cost” of the Coverage Tier elected for such calendar year, subject to the adjustments, limitations and permitted variances hereinafter set forth. Total Projected Cost shall be determined in accordance with Paragraph II.D below. The rate of required contributions is subject to the permitted deviation and the limitation on maximum year-over-year increases in Required Monthly Contributions provided in Paragraph II.E below.

C. Definitions.

For purposes of Paragraphs II-D through II-E of this Letter of Agreement, the definitions in Paragraph I-C of this Letter of Agreement shall apply, except as follows:

- (1) “Claims Experience”: For purposes of determining Total Projected Cost of any self-insured dental plans or programs in which active employees of the Company are eligible to participate, the term “Claims Experience” means the actual claims paid and incurred plus unpaid claim liability during the Experience Period by all active employees of the Company. In the event the Company offers an insured plan, excluding dental HMOs, such plan or the insured portion of any plan, “Claims Experience” is eighty-five percent (85%) of the most recent available gross premium.
- (2) “Costs of Administration”: For self-insured plans or programs, and for the self-insured component of any hybrid plan or program, “Costs of Administration” means the actual charges of any third-party claims administrator. For fully-insured plans or programs, and for the insured components of any hybrid plan or program, “Costs of Administration” shall be fifteen percent (15%) of the gross premium paid. “Costs of Administration” include any excise tax relating to dental plans imposed upon the Company pursuant to Section 49801 of the Internal Revenue Code of 1986, as amended by Section 9001 of the Patient Protection and Affordable Care Act of 2010, Public Law 111-148 (the “Excise Tax”). “Costs of Administration” does not include any other cost, fee, charge or expense of the Company in connection with maintaining the plan or program, including, without limitation, any charge or expense of any third-party vendor (other than the vendors listed in the first sentence of this Paragraph) or for wages or benefits of Company employees providing ancillary, administrative, record-keeping or other support services for the plan or program.
- (3) “Offsets”: “Offsets” shall include discounts and manufacturer, vendor and other rebates and payments, together with any other amounts agreed by the Company Actuary and the ALPA Actuary as being properly treated as an offset to costs.
- (4) “Total Projected Cost”: “Total Projected Cost” means the Claims Experience for the Experience Period, drawn from all dental care programs, excluding dental HMOs (insured or self-insured), offered by the Company during the Experience Period, across all Coverage Tiers, adjusted for changes in plan design from the Experience Period to the Rating Year, normalized using relative values, consolidated, trended to reflect reasonably anticipated changes in dental costs, and actuarially projected to the Rating Year, subject to such other adjustments, if any, as are determined by agreement of the Company Actuary and the Association Actuary to be actuarially appropriate, plus Costs of Administration, less Offsets, without explicit or implicit Margin. Rates per unit of coverage in the Core Dental Option shall be derived from Total Projected Cost.

- D. Determination of Total Projected Cost and Rates Per Unit of Coverage. The methodology and procedure the parties shall follow each Determination Year, in accordance with the schedule set forth in Paragraph III.G, to determine Total Projected Cost for the Rating Year, and to derive from Total Projected Cost the rates of contribution for the Core Dental Option and Coverage Tier for the Rating Year, shall be as follows:
- E. Limitation on Year-Over-Year Increases in Required Monthly Contributions. Any increase in the Required Monthly Contribution for the Core Dental Option, from one calendar year to the next, shall not exceed nine and one-quarter percent (9.25%) of the prior year’s contribution, rounded to the nearest penny. In no event shall the Participant’s contribution by Coverage Tier exceed the lesser of: (A) twenty percent (20%) of Total Projected Cost, with an upward variation tolerance of one-tenth of one percent (0.1%), such variance permitted, not as a matter of routine, but in order to accommodate rounding, or (B) 109.25% of the prior year’s contribution by Coverage Tier.

**III. The following General Provisions apply to Medical and Dental rate setting:**

- A. Retention of Actuarial Professionals.

The Company and the Association shall each retain or employ an independent, qualified health actuary who shall be a Member of either the American Academy of Actuaries or the Society of Actuaries (the “Company Actuary” and “ALPA Actuary”) to determine Total Projected Cost in accordance with this Agreement. The Company Actuary shall work in collaboration with the ALPA Actuary as required by this Agreement. In determining Total Projected Cost for each calendar year, the goal of the Company Actuary shall be to provide, in good faith, its best estimate of what the actual costs shall be in the upcoming calendar year in accordance with professional guidelines. In reviewing the Total Projected Costs for each calendar year, the goal of the ALPA Actuary shall be to provide, in good faith, its best review and opinion of what the actual costs shall be in the upcoming calendar year, in accordance with the professional guidelines. Neither the Company nor the Association shall exert influence on its respective actuary to violate these professional guidelines.

- B. Actuarial Methodology.

Projections of claims are based on “best estimate” assumptions as mutually agreed to in advance by the Company Actuary and the ALPA Actuary. Such assumptions include, but are not limited to: health trends, anticipated enrollments, relative plan values, benefit changes, adjustments for claims accrual, changes in relevant demographics, morbidity and non-recurring events. Any omissions or ambiguities in this LOA 5 Medical and Dental Rate Setting (“Rate Setting Agreement”) with respect to the actuarial methodology for projecting or truing up costs, or for establishing or adjusting rates, shall be resolved by agreement between the Company Actuary and the ALPA Actuary.

- C. Collaboration and Information Sharing for Purposes of Rate Setting and True Up Adjustments.



Both parties acknowledge that the purpose and intent of the processes described in this Rate Setting Agreement is to establish a good faith, collaborative, non-adversarial, transparent process for medical and dental plan rate setting so that ALPA can obtain the informed professional judgment of its health care actuarial advisor that the projection of Total Projected Costs, Aggregate Contribution Adjustment, and the Experience True-up have been carried out in accordance with the professional guidelines, and with the assumptions, methodology and standards, to which the parties have agreed as set forth in this Rate Setting Agreement. The parties further acknowledge and agree that ALPA shall rely, and is entitled to rely, on this process as the source of assurance that the rates per unit of coverage proposed to be charged to Pilots as described in this Rate Setting Agreement have been reasonably and correctly determined consistent with sound actuarial practice and the parties' agreed assumptions, methodology and standards.

Details related to the assumed enrollment and projected Aggregate 80/20 Cost Share for the Rating Year shall not be provided by the Company nor reviewed by the ALPA Actuary prospectively. The Company Actuary shall provide a statement to the ALPA Actuary regarding the aggregate cost share target for the Rating Year, attesting that the rates and assumptions used are projected to achieve the target. The Company Actuary shall provide ALPA the data and methodology reasonably required to validate the calculation of the Aggregate Contribution Adjustment at the same time the calculated is completed.

With respect to any new or modified wellness credit for the Core Medical Options and the Select Regional Medical Plans, the Company shall select participation assumptions and shall provide this information to the ALPA Actuary but shall not be reviewed by the ALPA Actuary, except at the time and to the extent necessary to verify the amount of any credit to Pilots as a result of the Aggregate 80/20 Cost Share.

D. Sharing of Information.

Both parties further agree that, in order for the rate-setting and Experience True-up processes to function in accordance with this Rate Setting Agreement, the Company, shall make full, fair and timely disclosure of all information affecting, or reasonably anticipated consistent with sound actuarial practice to affect, total plan costs for the applicable Rating Year and any year during the Experience Period, together with all information that could reasonably be considered relevant but that the Company and/or the Company Actuary have determined not to take into account, or are considering not taking into account, whether on grounds of lack of materiality, or lack of sufficient experience data to permit projection, or any other grounds. It is acknowledged that the disclosure required is the disclosure reasonably required to enable ALPA and ALPA's Actuary to satisfy themselves that the Company's rate setting and Experience True-up assumptions and calculations conform to the standards articulated in this Rate Setting Agreement. Any doubt is to be resolved in favor of disclosure at the earliest practicable time.

E. Confidential and Proprietary Information.

It is understood that, from time to time, adherence by the Company to the disclosure standards articulated herein may require disclosure to ALPA, to the ALPA Actuary and to other ALPA representatives, of information which is confidential or proprietary to the Company or to one or more of the Company vendors. The Company agrees that the confidential or proprietary character of the information is not a ground for the Company to refuse disclosure, provided that, if requested by the Company or an affected vendor, ALPA and ALPA consultants and representatives enter into a confidentiality agreement substantially similar to confidentiality agreements used by the parties in the past.

F. Restrictions Applicable in Event of Non-Disclosure.

No fact or consideration having the effect of materially increasing Total Projected Cost, whether by increasing trend assumptions or otherwise, shall be taken into account for purposes of rate setting unless such fact or consideration has been disclosed to ALPA and the ALPA Actuary by June 1 of the Determination Year, the date by which the Company is required to provide ALPA preliminary data under Paragraph III.G. Nothing in the foregoing sentence shall preclude the routine updating of experience data prior to July 10 of the Determination Year.

G. Annual Rate-Setting and Aggregate Contribution Adjustments Schedule.

The parties shall adhere to the following timeline each year, unless otherwise agreed:

By This Date	Action to Be Taken
June 1	Company/Company Actuary shall provide preliminary data and calculations to ALPA/ALPA Actuary
June 15	ALPA/ALPA Actuary shall provide Company/Company Actuary with feedback on the preliminary calculations
July 10	Parties shall agree upon key projection assumptions (using "best estimate" standard and accuracy of data)
July 25	Company/Company Actuary shall provide final rates to ALPA/ALPA Actuary
August 1	ALPA shall provide the Company with written notice of final agreement or disagreement with final rates
October 31	Company/Company Actuary shall provide Aggregate Contribution Adjustment data and calculations to ALPA/ALPA Actuary (Medical only)
November 15	ALPA shall provide the Company with written notice of final agreement or disagreement on Aggregate Contribution Adjustments (Medical only)

H. Rate Setting and True-Up Disputes.

In the event any dispute arises between the Company Actuary and the ALPA Actuary regarding the accuracy or inaccuracy of data having a material effect on the computation of “Total Projected Cost” or “Aggregate Contribution Adjustments”, or as to whether any assumption meets the “best estimate” standard, then the Company may implement their suggested rate change and the Association shall be free to file an MEC grievance with an expedited arbitration on the issue of whether the data are accurate or whether the assumptions are appropriate.

I. Definition of Company.

Notwithstanding anything herein to the contrary, for purposes of this Letter of Agreement the terms “United Airlines” and “Company” include United Air Lines, Inc., Continental Airlines, Inc., and any other affiliate of such entities which sponsors any medical or dental plan referred to herein.

This Letter of Agreement shall be effective on the Date of Signing of the Agreement and shall remain in full force and effect concurrent with the provisions of Section 24 of the Agreement, Insurance.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

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Captain Fred Abbott  
Senior Vice President  
Flight Operations

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Captain Donald L. Moak  
President  
Air Line Pilots Association, International

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P. Douglas McKeen  
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Chairman  
CAL MEC



*LOA 6 Medical and Dental Plan Transition*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

This Letter of Agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between United Airlines (hereinafter referred to as the "Company") and the Air Line Pilots in the service of United Airlines, as represented by the Air Line Pilots Association, International (hereinafter referred to as the "Association" or "ALPA"),

Whereas, the Company and the Association have entered into the Agreement reflecting the merger between United Air Lines, Inc. ("United") and Continental Airlines, Inc. ("Continental"); and

Whereas, as part of the Agreement, the parties have agreed to modify and consolidate the medical and dental benefits for Active Pilots and their dependents in various respects from the benefits that were separately in effect at United and Continental prior to the effective date of the Agreement; and

Whereas, the agreed modifications include changes to medical plan design (including the establishment of certain new core medical plan options for pilots, the protection of certain select regional medical plans in which pilots have participated, the elimination of certain plan options previously offered to pilots, and adoption of a provision permitting the Company, in its discretion, to offer to pilots a variety of new and existing optional plans); and

Whereas, the agreed modifications also include an agreement for a one-time reset of Company/Pilot cost-sharing percentages to eighty percent (80%) Company-paid, twenty percent (20%) Pilot paid, as well as certain modifications to the process by which Pilot contributions for medical benefits shall be determined in the future; and

Whereas, the Company and the Association have agreed that the change from the plan designs and costing-sharing agreements separately in effect immediately prior to the effective date of the CBA at United and Continental, to the new plan designs and cost-sharing agreements going forward at the Company, shall be accomplished in stages;

Now, Therefore, the Company and the Association have entered into this Medical Plan Transition Agreement for Active Pilots and pre-Medicare retired Pilots, effective on the effective date of the

Agreement, in order to provide for the transition to the new medical plan designs and cost-sharing agreements, as follows:

1. Fall 2012 Open Enrollment for 2013.

In Fall 2012, prior to the effective date of the Agreement, the Company has conducted separate annual Open Enrollments (the “2012 Open Enrollments”) for medical, dental and other benefits available to Pilots on the seniority list of United (the “sUA Pilots”) under the collective bargaining agreement between the Association and United (the “Prior UAL CBA”) as in effect immediately prior to the effective date of the Agreement, and to Pilots on the seniority list of Continental (the “sCO Pilots”) under the collective bargaining agreement between the Association and Continental (the “Prior CAL CBA”) as in effect immediately prior to the effective date of the Agreement, and Pilots have elected medical coverage and, if eligible, dental coverage for themselves and their eligible Dependents from among the options offered under the Prior UAL CBA or Prior CAL CBA, as applicable, at the contribution rates in effect thereunder.

2. Special Open Enrollment.

As soon as practicable following ratification of the Agreement, the Company shall implement and complete a Special Open Enrollment for Pilots with coverage to be effective no later than the first (1<sup>st</sup>) day of the calendar month coincident with or next following the forty-fifth (45<sup>th</sup>) day following the effective date of the Agreement (the “Coverage Effective Date”). Such Coverage Effective Date may only occur later in case of circumstances beyond the Company’s reasonable control or by agreement of the parties. In such Special Open Enrollment, all Pilots shall be afforded the opportunity to change their enrollments for medical and dental benefits for themselves and for their eligible Dependents (including Pilots who waived coverage in the 2012 Open Enrollment). If the Special Open Enrollment for Pilots occurs in 2012, each Pilot shall also be permitted to change his health care FSA election for 2013, provided his election (and, if applicable, correction) is made prior to January 1, 2013.

(a) Conduct of Special Open Enrollment.

All Pilots shall be afforded the maximum amount of time reasonably feasible, consistent with the timing of the ratification vote and the desirability of a Coverage Effective Date of January 1, 2013, or as soon as possible thereafter, in which to exercise their right to change their elections. In no event shall the election period be less than two weeks after receipt of enrollment materials, followed by a correction period of an additional two (2) weeks. The Company shall provide enrollment materials, forms and information, by electronic delivery/access and regular mail consistent with the Fall 2012 separate Open Enrollments, reasonably sufficient to enable Pilots to make informed choices from among the options being offered; provided that the Association may review and comment on enrollment materials. Enrollment elections may be required to be made by telephone.

(b) Options to Be Offered.

In the Special Open Enrollment pursuant to (a) above, all Pilots shall be permitted to elect coverage under any medical option offered to either sCO or sUA pilots in the 2012 Open

Enrollment, subject only to the requirement in the case of any HMO option (insured or self-insured) that the Pilot must reside in the HMO’s service area. Further, all Pilots other than retired Pilots shall be permitted to elect coverage under the Core Dental Option (PPO) and the optional Aetna DHMO (notwithstanding anything in Section 24-C-2 of the Agreement to the contrary). Pilots grandfathered in the CIGNA DHMO shall be permitted to remain enrolled by not making a dental election in the Special Open Enrollment. The Special Open Enrollment for Pilots may also include election of other benefits as necessary or appropriate to implement other benefits described in Section 24 of the Agreement.

(c) 2013 Required Monthly Contributions.

The Required Monthly Contributions for 2013 (or the portion of 2013 after the Coverage Effective Date) for each of the options offered in the Special Open Enrollment shall be the amounts determined as provided in Paragraph 3 below.

(d) Default.

In the event any Pilot fails to make a coverage election in the Special Open Enrollment:

- (i) Such Pilot shall default to the medical coverage elected (or deemed to have been elected) in the 2012 Open Enrollment. In the case of dental coverage, the default coverage for a Pilot who elected a PPO in 2012 Open Enrollment shall be the Core Dental Option (PPO) and the default coverage for a Pilot who elected a DHMO in 2012 Open Enrollment shall be the optional Aetna DHMO. In the case of the frozen CIGNA DHMO for grandfathered Pilots, the default coverage shall be to remain in the CIGNA DHMO.
- (ii) For purposes of the wellness credit, the sUA Pilot shall default to “non-smoker” status for 2013; and if such Pilot also fails to make an election for 2014 the 2014 default shall be “smoker.”
- (iii) For purposes of the spousal surcharge, the sUA Pilot shall default to “no alternate employer-subsidized spouse coverage available” for 2013; and if such Pilot also fails to make an election for 2014 the 2014 default shall be “spouse is eligible for alternate employer-subsidized spouse coverage available.”

3. Required Monthly Contributions for 2013 – Medical.

Commencing on the Coverage Effective Date and continuing through December 31, 2013, the Required Monthly Contributions for each of the medical offerings shall be determined as follows:

(a) Designation of Core Options for 2013.

The following shall be treated as “2013 Core Options”:

- (i) The United Traditional Medical PPO;

(ii) The Continental “Build Your Own” EPO closest in relative value to the Core EPO described in Section 24-B-1-b of the Agreement, as determined by the Company and the Association; and

(iii) The Select Regional Medical Plans listed in Section 24-B-6 of the Agreement.

All other plans or programs offered in the Special Open Enrollment shall be treated as “2013 Non-Core Plans.”

(b) Revised “Total Projected Cost” for 2013.

“Total Projected Cost” of all medical plans and programs offered by the Company to Pilots in the Special Open Enrollment, to be used for purposes of determining Required Monthly Contributions for such offerings for 2013, shall be established as follows:

(i) The Total Projected Cost, as previously separately determined in or about August 2012 for sCO plan offerings (utilizing the actuarial assumptions and methodology in effect under the Prior CAL CBA) and for sUA plan offerings (utilizing the actuarial assumptions and methodology in effect under the Prior UAL CBA), shall be consolidated after being rescaled to reflect the relative values of the various plan offerings in order to achieve the same aggregate Total Projected Cost before taking into account any assumed migration in enrollment as a result of the Special Open Enrollment.

(ii) In consolidating the Total Projected Costs of the sCO and sUA plan offerings, the Total Projected Cost for sUA plan offerings shall first be adjusted:

A. To reverse and eliminate the effect of the experience true-up adjustment made under sUA costing methodology to 2013 Total Projected Cost, such adjustment (together with any true-up adjustment based on 2012 experience and any unamortized balances of prior years’ true-up adjustments) to be handled as provided in Paragraph 4 below.

B. To add to the administrative costs taken into account under sUA costing methodology for 2013 a wellness “load” as determined to be appropriate by the Company Actuary and the ALPA Actuary.

(iii) The Total Projected Cost of the sCO plan offerings, or of the sUA plan offerings, or both, shall be adjusted as actuarially appropriate to remove any double counting of sUA Management & Administrative employee PPO claims experience (and, if necessary, the PPO claims experience of any other employee group).

(iv) Except as expressly modified herein, the LOA 5 Medical and Dental Rate Setting (“Rate Setting Agreement”) shall apply to the establishment of 2013 Total Projected Cost and Required Monthly Contributions. Relative plan values, and any other required modification of actuarial assumptions and methodology necessary or appropriate in determining 2013 Total Projected Cost and Required Monthly Contribution, shall be established by agreement of the Company Actuary and the ALPA Actuary.



(c) One-Time Reset of Cost Share Percentages.

On a one-time basis, the Company/Pilot medical cost share percentages shall be reset to 80%/20%, without regard to the otherwise applicable limit on maximum year-over-year increases in Pilot contribution rates as follows:

- (i) The Required Monthly Contributions for the 2013 Core Options shall be twenty percent (20%) of Total Projected Cost for each coverage tier, actuarially determined in accordance with Paragraph 3-(b) of this Letter of Agreement, after taking into account wellness credits and spousal surcharges under Paragraph 3-(d) of this Letter of Agreement.
- (ii) The Required Monthly Contributions for the 2013 Non-Core Options shall be determined by the Company in its discretion, except that:
  - A. Differences in the Required Monthly Contributions by coverage tier for all 2013 Non-Core Options shall be established on a cost-based relativity as determined by agreement of the Company Actuary and the ALPA Actuary; and
  - B. The cost share percentages of all 2013 plan offerings (Core and Non-Core) shall satisfy the 80/20 Aggregate Limit described in Section 24-B-5-c of the Agreement and Paragraph 1-E-(5) of LOA 5 Rate Setting Agreement.

(d) Wellness Credits and Spousal Surcharges.

The tobacco wellness credit and spousal surcharge provisions of Section 24-B-5-d of the Agreement and Paragraph I-E-(5)-(b) of LOA 5 Rate Setting Agreement shall apply to the 2013 Required Monthly Contributions. Accordingly, the Required Monthly Contributions for Pilots may vary from the percentages of Total Projected Costs specified in Paragraph (c)-(ii) of this Letter of Agreement based on the Pilot's individual circumstances.

(e) 2013 Contribution Rate Tables.

Appendix A attached to this Medical and Dental Transition Agreement contains tables showing the 2013 medical contribution rates under Paragraph 3 of this Letter of Agreement for each coverage tier under the Core Medical PPO and Core Medical EPO for Pilots and spouses/domestic partners who are non-smokers and are not subject to the spousal surcharge.

(f) Aggregate Contribution Adjustment.

The provisions of Section 24-B-5-d of the Agreement and Paragraph I-E-(5) of LOA 5 Rate Setting Agreement shall apply for the 2013 Plan Year. Any required adjustment under Paragraph I-E-(5)-(c) shall be made on or before December 31, 2013.

4. Treatment of United Pilots' Unamortized pre-2013 Experience True-Up Adjustments.

As soon as practicable after December 31, 2012, the Company Actuary and the ALPA Actuary shall determine the accumulated net unamortized balance of the experience gains and losses for years prior to 2013. The dollar amount of any net accumulated unamortized credit due to Pilot contributions shall be allocated among Pilots enrolled in active medical coverage under

the Prior UAL CBA in 2012 and who continue to be enrolled in active medical coverage in 2013 under the Agreement, pro rata, in the proportion which each eligible person’s 2012 contributions bear to the total 2012 contributions of all eligible persons. The allocated credit shall be distributed as soon as practicable to eligible persons with respect to their Required Monthly Contributions for 2013 active medical coverage. The precise form, timing and amount of such distribution shall be established by agreement of the parties.

5. Bridge Retirement for Continental Pilots.

Any Pilot covered by the Prior CAL CBA who retires on or after the effective date of the Agreement and prior to January 1, 2014, shall be eligible to elect to retire under the retiree bridge medical provisions of Section 27, Part 6 of the Prior CAL CBA or under the retiree medical provisions of Section 24-F of the Agreement. In either case, such Pilot shall be eligible to participate in the RHA VEBA under Section 24-G of the Agreement.

6. Transition of Care.

Transition of care (“TOC”) shall be provided to Pilots who, in the Special Open Enrollment, elect to change the medical option they elected (or were deemed to have elected) in the 2012 Annual Enrollment for the 2013 plan year (the “Prior Coverage”) to a different medical option for the 2013 plan year (the “New Coverage”), in accordance with the following:

(a) Transition of Care for Self-Insured Options.

For a period ending on the earlier of: (x) the date on which care has been completed or safely transitioned to an in-network provider under the New Coverage; or (y) the last day of the sixth (6<sup>th</sup>) calendar month following the Coverage Effective Date, Pilots who elect as their New Coverage any self-insured option offered by the Company shall be entitled to continue to receive care, on an in-network basis, for medical and behavioral conditions of the kinds specified in Paragraph 6-(a)-(iii) of this Letter of Agreement as qualifying for TOC coverage, from providers who were participating providers in the Prior Coverage network but are not participating network providers in the New Coverage network. TOC shall be provided in accordance with the standard forms, procedures, rules and practices of the New Coverage third party administrator, provided, that, notwithstanding anything in such procedures, rules or practices to the contrary, TOC coverage shall not be less favorable to Pilots than is required by the provisions of (i) through (iv) below:

(i) Requirements and Limitations.

Pilots seeking TOC coverage under this Paragraph 6 must submit a request in accordance with the third party administrator’s standard practice, within the time required by the third party administrator (but in no event less than forty-five (45) days after the Coverage Effective Date). Transition coverage shall be provided only for the specific condition or illness approved by the third party administrator and for the specific provider or providers identified in the request. In addition, transition of care coverage shall only apply to medical and behavioral conditions in active treatment as of the Coverage Effective Date, as defined in (ii) below. Requests shall be approved if consistent with the provisions of this Paragraph 6.

(ii) Definition of “Active Treatment”.

For purposes of this Paragraph 6, a condition is “in active treatment” if, as of the Coverage Effective Date, the patient is in the course of a program of planned services with a doctor to correct or treat a diagnosed condition, having a start date before the Coverage Effective Date and a planned number of services or period of treatment extending beyond the Coverage Effective Date. The treatment start date is the first date of service or treatment (evidenced by a doctor’s visit or hospitalization, with documented initiation or modification of a therapeutic regimen in respect of the condition).

(iii) Treatment Qualifying for Transition of Care Coverage.

TOC coverage shall apply to behavioral conditions under active treatment as of the Coverage Effective Date. TOC coverage shall also apply to acute or elevated risk illnesses or medical conditions under active treatment as of the Coverage Effective Date. Examples of conditions qualifying for TOC coverage include, but are not limited to: (i) pregnancies in the second or third trimester as of the Coverage Effective Date; (ii) high risk pregnancies (e.g., the patient has experienced early delivery (three (3) weeks or more) in a prior pregnancy, the patient has (or had) gestational diabetes or pregnancy-induced hypertension, the patient has incurred multiple in-patient admissions or out-patient bed confinement during the course of the current pregnancy, or the patient is a mother thirty-five (35) years of age or older); (iii) the patient has been prescribed, and is in the course of, diagnostic biopsy, hematology, radiological, magnetic resonance imaging, computed tomography (CT) scan, positron emission tomography (PET) scan or other diagnostic or evaluative scan or procedure, for the purpose of evaluating actual or suspected cancerous or precancerous masses, polyps, tumors or lesions; (iv) the patient has newly-diagnosed or recurrent cancer or is in the course of any prescribed chemotherapy, radiation therapy, hormonal treatment, genetic replacement treatment or surgical treatment (excision, revision or reconstruction) with respect to newly-diagnosed, remitted, recurrent or metastasized cancer; (v) the patient has suffered serious injury or trauma; (vi) the patient is an organ or bone marrow transplant candidate or an unstable recipient of a transplant or a recipient of a transplant in need of ongoing care as a result of complications associated with the transplant; (vii) the patient was, prior to the Coverage Effective Date, scheduled for major non-elective surgery or has undergone recent major surgery and is still in the follow-up process (generally 6 to 8 weeks following the surgery); (ix) the patient is in active treatment for an acute condition such as renal failure (including dialysis), heart attack, stroke or other cardio-vascular incident, or an unstable chronic condition; (x) the patient has an illness or condition diagnosed as terminal (i.e., the patient is expected to live less than 6 months; or (xi) the patient is confined to a hospital as of the Coverage Effective Date.

(iv) Conditions Not Qualifying for Transition of Care Coverage.

Examples of conditions that do not qualify for transition of care coverage include, but are not limited to: (i) routine physical or other examinations, vaccinations and health assessments; (ii) stable chronic conditions such as diabetes, arthritis, allergies, asthma, hypertension or glaucoma; (iii) acute minor illnesses such as colds, sore throats or ear infections; and (iv) elective scheduled surgeries such as removal of lesions, bunionectomy, hernia repair or hysterectomy.

(b) Transition of Care for Insured Options.

For Pilots who elect to change their coverage to an insured option offered by the Company, the Company agrees that it shall use its reasonable best efforts to secure the agreement of the insurer to provide transition of care coverage on terms at least as favorable as those specified in Paragraph 6-(a) of this Letter of Agreement, or as close to such terms as is reasonably possible.

7. Coordination of Deductibles, Co-Pays and Maximum Out-of-Pocket Limits in Event of Post January 1, 2013 Implementation.

In the event the Coverage Effective Date is after January 1, 2013, each Pilot who elects a coverage option in the Special Open Enrollment that is both i) different than the option he elected in the 2012 Open Enrollment and ii) administered by a different third party administrator:

- (a) for the following HMOs, Kaiser, HMO Illinois, Group Health Cooperative (WA), and HMSA, any Pilot electing such HMO in the Special Open Enrollment shall receive credit for any deductibles, co-pays, and maximum out-of-pocket limits incurred in the option elected in the 2012 Open Enrollment, provided that the HMO agrees to such credit and the Pilot complies with the procedures and documentation requirements of the HMO elected in the Special Open Enrollment (the Company agrees that it shall use its reasonable best efforts to secure the agreement of the insurer to recognized the year-to-date incurred expenses); and
- (b) for any other option, the Pilot shall receive credit in the option elected in the Special Open Enrollment for any deductibles, co-pays, and maximum out-of-pocket limits incurred in the option elected in the 2012 Open Enrollment, provided that within 180 days of the Coverage Effective Date the Pilot submits the most recent Explanation of Benefits (“EOB”) from the administrator of the option elected in the 2012 Open Enrollment to the administrator of the option elected in the Special Open Enrollment.

8. Process for 2014 – Medical.

For 2014 and thereafter, Pilots shall be eligible for medical plans as set forth in Section 24-B of the Agreement; provided, however, that the Company and the Association may discuss the appropriateness of any optional medical plans. The rate setting process for 2014 shall be in accordance with the Rate Setting Agreement, subject to the following:

- (a) Applicability of Experience True-Up.

The Experience True-Up for medical plans described in Paragraph I.E.5 of the Rate Setting Agreement LOA 5 shall apply in 2014 rate-setting with 2013 being the first Look Back Year and 2015 being the first Rating Year for such purpose.

(b) Establishment of Relative Plan Values.

Relative plan values for all medical plans and programs, whether required or optional, offered by the Company in 2014 and subsequent years under Section 24 of the Agreement shall be established by agreement between the Company Actuary and the ALPA Actuary.

(c) Application of nine and one-quarter percent (9.25%) Limit on Year-Over-Year Increases in Required Monthly Contributions.

The nine and one-quarter percent (9.25%) limit on year-over-year increases in Pilot Required Monthly Contributions described in Section 24-B-5-e of the Agreement and Paragraph I-F of the Rate Setting Agreement, shall apply in setting Required Monthly Contributions for 2014, subject to the following:

- (i) The 2014 composite Required Monthly Contribution for each coverage tier under the Core PPO Option shall not exceed the lesser of:
  - A. Twenty percent (20%) of Total Projected Cost for such coverage tier determined in accordance with the Rate Setting Agreement;
  - B. The relative value adjusted composite 2013 Required Monthly Contribution for such coverage tier under the sUA Traditional PPO, multiplied by 1.0925; or
  - C. The relative value adjusted composite 2013 Required Monthly Contribution for such coverage tier under the sCO 350 PPO, multiplied by 1.0925.
- (ii) The 2014 composite Required Monthly Contribution for each coverage tier under the Core EPO Option shall not exceed the lesser of:
  - A. Twenty percent (20%) of Total Projected Cost for such coverage tier determined in accordance with the Rate Setting Agreement; or
  - B. The relative value adjusted composite 2013 Required Monthly Contribution for such coverage tier under the Continental "Build Your Own" EPO designated as the 2013 Core Option pursuant to Paragraph 3(a)(ii) above, multiplied by 1.0925.

(d) 2014 Required Contributions.

Appendix B attached to this Medical and Dental Transition Agreement contains tables showing the maximum 2014 medical contribution rates under this Paragraph 8 for each coverage tier under the Core Medical PPO and Core Medical EPO for Pilots and spouses/domestic partners who are non-smokers and are not subject to the spousal surcharge.

9. Additional Dental Provisions.

- (a) For 2014, Pilots shall be eligible for the Core Dental Option, the Aetna DHMO, and any new dental plans for 2014 (and, for grandfathered Pilots, the frozen CIGNA DHMO), notwithstanding anything in Section 24-C-2 of the Agreement to the contrary. For 2015 and thereafter, Pilots shall be eligible for dental plans strictly in accordance with Section 24-C of the Agreement.
- (b) Appendix C attached to this Medical and Dental Transition Agreement contains tables showing the dental rates for the Core Dental Option available in the 2013 Special Open Enrollment. For 2014 and thereafter, dental rates shall be determined in accordance with Section 24-C of the Agreement and the Rate Setting Agreement.

10. Disputes.

The Company and the Association shall meet and agree on any other issues relating to the 2013 and 2014 transition issues described herein. Any disputes arising under this Medical and Dental Transition Agreement shall be submitted directly to the five-member Benefits Review Board and resolved by expedited arbitration.

11. Definition of Pilot.

As used herein, the term "Pilot" as defined in the Agreement also includes Survivors and, with respect to medical benefits, pre-Medicare sCO and sUA retired Pilots.

12. Definition of Company. Notwithstanding anything herein to the contrary, for purposes of this Letter of Agreement the terms "United Airlines" and "Company" include United Air Lines, Inc., Continental Airlines, Inc., and any other affiliate of such entities that sponsors any welfare benefit plan referred to herein.

This Letter of Agreement shall be effective on the effective date of the Agreement and shall remain in full force and effect concurrent with the provisions of Section 24 of the Agreement.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

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Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC

Appendix A – 2013 Core Medical Rates

Core PPO Option

Coverage Tier	2013 Monthly Pilot Contribution*
Employee only	\$103.81
Employee and Spouse/Domestic Partner	\$231.96
Employee and Child(ren)	\$182.70
Employee and Family	\$310.85

Core EPO Option

Coverage Tier	2013 Monthly Pilot Contribution*
Employee only	\$100.48
Employee and Spouse/Domestic Partner	\$224.47
Employee and Child(ren)	\$176.88
Employee and Family	\$300.87

\*Assumes Pilot is non-smoker and is not covering spouse with alternate coverage available. Contributions increase \$48 per month for each employee or spouse using tobacco. An additional \$50 per month is charged to cover a spouse that has alternative coverage available through their own employer



Appendix B – 2014 Core Medical Maximum Rates

Core PPO Option

Coverage Tier	2014 Maximum Monthly Pilot Contribution*
Employee only	\$105.96
Employee and Spouse/Domestic Partner	\$236.79
Employee and Child(ren)	\$186.45
Employee and Family	\$317.29

Core EPO Option

Coverage Tier	2014 Maximum Monthly Pilot Contribution*
Employee only	\$109.50
Employee and Spouse/Domestic Partner	\$244.76
Employee and Child(ren)	\$192.65
Employee and Family	\$327.92

\*Assumes Pilot is non-smoker and is not covering spouse with alternate coverage available. Contributions increase \$48 per month for each employee or spouse using tobacco. An additional \$50 per month is charged to cover a spouse that has alternative coverage available through their own employer

Appendix C – 2013 Core Dental Rates

The required contribution for each month of coverage for 2013 shall be based upon the following chart:

Core Dental Option

Coverage Tier	2013 Monthly Pilot Contribution
Employee only	\$8.62
Employee and Spouse/Domestic Partner	\$17.24
Employee and Child(ren)	\$21.55
Employee and Family	\$30.17

*LOA 7 Long Term Disability Plan Transition*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

This Letter of Agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between United Airlines (hereinafter referred to as the "Company") and the Air Line Pilots in the service of United Airlines, as represented by the Air Line Pilots Association, International (hereinafter referred to as the "Association" or "ALPA"),

Whereas, the Company and the Association have entered into the Agreement reflecting the merger between United Air Lines, Inc. ("United") and Continental Airlines, Inc. ("Continental");

WHEREAS, the Agreement provides for: (i) a new disability benefit plan for pilots, the United Airlines Pilot Long Term Disability Plan (the "Pilot LTD Plan"); (ii) continued disability benefits for certain disabled pilots under the United Air Lines, Inc. Pilot Disability Income Plan (the "PDI Plan") and the Continental Airlines, Inc. Long Term Disability Program for Pilots (the "LOL/LTD Plan"); and (iii) certain transition rules related to such plans;

WHEREAS, the provisions relating to benefits under the Pilot LTD Plan are set forth in Section 24 of the Agreement, except as otherwise provided herein;

WHEREAS, the parties desire to set forth the terms of their agreement with respect to transition issues relating the plans described above;

NOW THEREFORE the parties to this Letter of Agreement hereby agree as follows:

Capitalized terms in this Letter of Agreement are defined in the Agreement unless otherwise indicated. Notwithstanding anything to the contrary in Section 24 of the Agreement, the Pilot LTD Plan, the PDI Plan, or the LOL/LTD Plan, each such document shall be interpreted in accordance with the terms of this LTD Transition Agreement.

1. Pilots Receiving PDI Plan or LOL/LTD Plan Benefits As of Effective Date.

Any Pilot receiving benefits under the PDI Plan or LOL/LTD Plan immediately prior to the effective date of the Agreement shall continue to receive such benefits under the terms of such plan. If any such Pilot returns to Active Service (even for one (1) day), thereafter the Pilot shall be automatically eligible to participate in the Pilot LTD Plan in accordance with its

terms and shall no longer be eligible to participate in the PDI Plan or LOL/LTD Plan, as applicable. The following duration of benefits rules shall apply to Pilots receiving benefits under the PDI Plan or the LOL/LTD Plan on the effective date of the Agreement:

(a) Duration of Benefits – PDI Plan Post-12/13/07 Disableds.

For any Pilot who commenced benefits under the PDI Plan on or after December 13, 2007, such Pilot shall be paid to the legally-mandated retirement age or, if earlier, the date on which the Pilot ceases to be permanently grounded and returns to Active Service as a Pilot.

(b) Duration of Benefits – PDI Plan Pre-12/13/07 Disableds.

For any Pilot who commenced benefits under the PDI Plan prior to December 13, 2007 and is still receiving benefits as of the effective date of the Agreement, the Company shall file for a declaratory judgment in the United States District Court for the Northern District of Illinois to seek a binding court decision as to the ADEA requirements regarding minimum legally permissible duration of PDI Plan benefits for pre-December 13, 2007 disabled Pilots. Pending a judicially final decision on the Company's request for declaratory relief, the Agreement between the Company and the Association dated April 3, 2009 (the "Stand-Still Agreement") shall remain in effect and the Company agrees that it shall not, prior to such judicially final decision, exercise its right under Paragraph 8 of the Stand-Still Agreement to terminate said Agreement. For purposes of this Paragraph, a "judicially final decision" is a decision of the United States District Court which, if appealed, has been sustained on appeal, or as to which the time for appeal or petition for certiorari has expired.

(c) Duration of Benefits – LOL/LTD Plan 4/1/05 to 12/13/07 Disableds.

For any Pilot who commenced benefits under the LOL/LTD Plan on or after April 1, 2005 but prior to December 13, 2007, and whose benefits are scheduled to cease at age 60, the Company shall treat such Pilot the same as Pilots described in (b) above, including paying such Pilots LOL/LTD benefits during the pendency of the federal declaratory judgment action described in (b) above, pending a judicially final decision (as defined in (b) above).

(d) Duration of Benefits – LOL/LTD Plan for All Other Disableds.

For any Pilot, other than a Pilot in (c) above, receiving benefits under the LOL/LTD Plan as of the effective date of the Agreement, such Pilot shall receive benefits until the legally-mandated retirement age or, if earlier, the date on which the Pilot recovers from disability and returns to Active Service.

2. Transitional Coverage Rules.

- (a) A Pilot on any leave of absence as of the effective date of the Agreement may commence participation in the Pilot LTD Plan by presenting his FAA First Class Medical Certificate (or FAA Second Class Medical Certificate, if sufficient to qualify for current bid status) and paying the Pilot portion of the contribution as set forth in Section 24-H-2-b of the Agreement. In that case, in the event the Pilot becomes disabled while

still on leave, the Pilot shall be entitled to benefits under the Pilot LTD Plan. A Pilot may also elect not to participate during the leave of absence by declining to pay the required contribution and instead may re-enter the Plan automatically upon return to Active Service by presenting his FAA First Class Medical Certificate (or FAA Second Class Medical Certificate, if sufficient to qualify for current bid status, provided the Pilot relying on a Second Class Certificate returns to Active Service within twelve (12) months following the effective date of this Agreement). In that case, in the event the Pilot becomes disabled while still on leave, the Pilot shall not be entitled to benefits under the Pilot LTD Plan.

- (b) A Pilot absent on the effective date of the Agreement due to sickness (not on a leave of absence) is an Active Pilot and shall be treated as such under the terms of Section 24-H of the Agreement. A Pilot who was covered under the Prior UAL CBA and who on the effective date of the Agreement is absent due to sickness (including an illness or medical leave of absence) or vacation and ineligible to enter the Pilot LTD Plan on the effective date (due to lack of required Medical Certificate), such Pilot shall continue to be eligible for coverage under the PDI Plan (and STD Plan) unless and until (i) such Pilot returns to Active Service or (ii) becomes eligible for the Pilot LTD Plan due to regaining the required medical certificate. If (i) or (ii) occurs, the Pilot shall no longer be eligible for coverage under the PDI Plan and shall instead be eligible for coverage under the LTD Plan to the extent provided under Section 24-H of the Agreement. If the Pilot becomes eligible for benefits under the PDI Plan prior to the occurrence of (i) or (ii) (i.e., is permanently grounded), benefits shall be payable until the legally-mandated retirement age or, if earlier, the date on which the Pilot ceases to be permanently grounded and returns to Active Service as a Pilot. If any such permanently grounded Pilot returns to Active Service (even for one day), thereafter the Pilot shall be automatically eligible to participate in the Pilot LTD Plan in accordance with its terms and shall no longer be eligible to participate in the PDI Plan.

3. Transitional Benefit Rules.

Subject to Paragraph 2 of this Letter of Agreement, if the Pilot's date of disability as determined by the LTD Administrative Committee is prior to the effective date of the Agreement, benefits shall be determined under the PDI Plan or LOL/LTD Plan, whichever is applicable, in which case benefits shall be payable until the legally-mandated retirement age or, if earlier, the date on which the Pilot ceases to be permanently grounded or disabled, as applicable, and returns to Active Service as a Pilot. Otherwise, benefits shall be determined under the Pilot LTD Plan. The LTD Administrative Committee may determine, subject to the rights of review provided under the Plan and under Section 24-J-6 of the Agreement, that with respect to a particular Pilot a date other than the date of disability is more appropriate in determining under which plan benefits should be paid. If such Pilot is determined to be covered under the PDI Plan or LOL/LTD Plan and has made contributions to the Pilot LTD Plan in accordance with Paragraph 2 of this Letter of Agreement, then the LTD Administrative Committee shall refund any such contributions to the Pilot, and, in the case of a Pilot who is to receive benefits under the LOL/LTD Plan, such Pilot shall not be required to pay any

contributions to the LOL/LTD Plan attributable to any period commencing on or after the effective date of the Agreement.

4. Pilots Owing Amounts to the PDI Plan or LOL/LTD Plan.

A Pilot who, as of the effective date of the Agreement, owes any overpayment to the PDI Plan or the LOL/LTD Plan (or to the Company with respect thereto) shall not be eligible for coverage under the Pilot LTD Plan unless the Pilot has repaid, is in the process of repaying (and continues to do so), or commences repaying (and continues to do so) such overpayment in accordance with the terms of the PDI Plan or LOL/LTD Plan, as applicable, or the Prior CAL CBA or Prior UAL CBA as applicable. Any Pilot paying LOL/LTD Plan back premiums shall, as of the effective date of the Agreement, cease to owe any further back premiums under the LOL/LTD Plan provided the Pilot was making payments as required under the Pilot's payment plan immediately prior to the Effective Date. Any Company contributions relating to back premiums shall also cease as of the effective date of the Agreement.

5. Recurring Disability.

For a Pilot who returns to Active Service from receiving disability benefits that commenced prior to the effective date of the Agreement, becomes covered under the Pilot LTD Plan, and then goes back out on disability for the same disability within twenty four (24) months, the LTD Administrative Committee shall determine whether the Pilot is subject to the waiting period under the Pilot LTD Plan by applying the Pilot LTD Plan's recurring disability and waiting period rules as if the Pilot had been covered under the Pilot LTD Plan prior to the effective date of the Agreement.

6. Administrative Committees.

For the first thirty-six (36) months following the Effective Date the Administrative Committee of the LOL/LTD Plan (the "LOL/LTD Administrative Committee") shall continue in existence and a new Administrative Committee shall be established for the Pilot LTD Plan (the "LTD Administrative Committee") in accordance with the following:

- (a) the Association members of the LTD Administrative Committee shall include one Pilot who was covered by the Prior CAL CBA and one Pilot who was covered by the Prior UAL CBA; and
- (b) the LOL/LTD Administrative Committee shall have the powers and duties set forth in the Prior CAL CBA and the LOL/LTD Plan, and the Association members (but not necessarily the alternates) of the LOL/LTD Administrative Committee shall be Pilots who were covered by such agreement.
- (c) From and after the effective date of the Agreement, all determinations required by this LTD Transition Agreement, or regarding its interpretation or application, shall be made by the LTD Administrative Committee, subject to review as provided in Sections 24-H-17 and 24-J-6 of the Agreement.

After thirty-six (36) months, the LOL/LTD Administrative Committee shall merge into the LTD Administrative Committee and thereafter be subject to the provisions of Section 24-H-16

(Administrative Committee) and have authority over both the LOL/LTD Plan and the Pilot LTD Plan.

7. Opt-Outs Following Automatic Enrollment.

For automatic enrollments pursuant to Section 24-H-1 of the Agreement that occur upon the effective date of the Agreement, any Pilot who files an opt-out election in accordance with the LTD Administrative Committee’s process within ninety (90) days following the effective date of the Agreement shall be retroactively disenrolled from the Pilot LTD Plan and have any Pilot premiums refunded and current-year imputed income reversed. The Company shall provide the Association with a list of Pilots who opt-out under this provision upon request of the Association.

8. Transition.

The Company and the Association shall meet and agree regarding disability plan transition issues throughout implementation of Pilot LTD Plan, including development of required Pilot contributions and appropriate communications, and commit to transparent communication and sharing of information regarding disability transition issues.

9. “PDI Plan”.

The term “PDI Plan” means the United Pilot Disability Income Plan as in effect immediately before the effective date of the Agreement, including, without limitation, the PDI Workers Compensation MOU and the PDI Benefit Overpayment MOU referenced in LOA 25.

10. Actual Contribution Rates

The contribution rates for 2013 are attached hereto as Appendix A.

11. Definition of Company.

Notwithstanding anything herein to the contrary, for purposes of this Letter of Agreement the terms “United Airlines” and “Company” include United Air Lines, Inc., Continental Airlines, Inc., and any other affiliate of such entities that sponsors any disability plan referred to herein.

This Letter of Agreement shall be effective on the effective date of the Agreement and shall remain in full force and effect concurrent with the provisions of Section 24.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC



*LOA 8 Union Security and Check-Off*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”) and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as “the Association” or “ALPA”).

The parties agree agreed to certain union security provisions and provisions for the check-off of dues and certain other amounts as follows:

**A Union Security & Agency Shop**

**A-1 Required Membership or Payment of Service Charge**

Each Pilot on the Seniority List shall be required, as a condition of employment, beginning sixty (60) days after the completion of his probationary period to: a) be or become a member of the Association or b) pay a monthly service charge to the Association for the administration of the Agreement and representation of the Pilot.

**A-1-a Amount of Monthly Service Charge**

The monthly service charge shall be equal to the Association’s regular monthly dues, initiation fee and periodic assessments, including assessments by the Association and assessments by the UAL MEC, which would be required to be paid by such Pilot if a member.

**A-1-b Exception to Required Monthly Service Charge**

Neither membership in the Association nor the payment of a service charge shall be required from any Pilot: 1) for whom membership is not available upon the same terms and conditions generally applicable to any other member or 2) as to whom membership was denied or terminated for any reason other than the failure to tender periodic dues, initiation fees and assessments uniformly required by the Association or the United Air Lines MEC as a condition of acquiring or retaining membership.

**A-1-c Uniform Treatment of Members and Non-Members**

The Association shall treat members and non-members alike in calculating the amounts due, in establishing the due date of payments, and in determining whether a Pilot's account is delinquent.

**A-2 Delinquent Payments****A-2-a Notice of Delinquency**

If any Pilot covered by the Agreement becomes delinquent in the required payment of the service charge under Paragraph A-1 of this Letter of Agreement or any Association or MEC assessment, or if any Association member loses membership on account of the non-payment of dues or any Association or MEC assessment, the Association may notify such Pilot by Certified Mail, return receipt requested, and by regular U.S. mail, with a copy to the Company's Senior Vice President—Flight Operations ("SRVP—Flight Operations") or his designee.

**A-2-b Content of Notice**

The notice of delinquency shall advise the Pilot that: 1) he is delinquent in his required payments; 2) the total amount due to the Association; 3) the period for which he is delinquent; 4) he must remit the required payment within fifteen (15) days; and 5) he is subject to discharge as an employee of the Company for failure to remit payment within the required time period.

**A-2-c Deemed Receipt of Notice**

The notice of delinquency shall be deemed received by the Pilot, whether or not it is personally received by him, when mailed by the Association Certified Mail, Return Receipt Requested, postage prepaid to the Pilot's last known address or to any other address which the Pilot has designated.

**A-2-d Duty of Pilot**

It is the duty of every Pilot covered by the Agreement to notify the Association's Membership Services Department of every change in his home address or other mailing address to which the notice of delinquency can be sent, if the Pilot's home address is at any time unacceptable for this purpose.

**A-3 Certification of Uncured Delinquency; Discharge**

If the Pilot remains delinquent after the expiration of the 15-day period, the Association shall certify in writing to the SRVP-Flight Operations or his designee, with a copy to the Pilot, both by Certified Mail, Return Receipt Requested, that the Pilot has failed to make payment within the time allowed and is, therefore, to be discharged. The SRVP-Flight Operations shall take the proper steps to discharge the Pilot from the service of the Company as soon as possible, and in any event shall notify the Pilot of his discharge within twenty-one (21) days after receipt of the notice requesting discharge.

**A-4 Protest and Appeal of Discharge**

A protest by a Pilot who is to be discharged as provided in Paragraph A-3 of this Letter of Agreement shall be subject to the following procedures:

**A-4-a Request for Review**

A Pilot who believes the provisions of Paragraph A of this Letter of Agreement have been improperly interpreted or applied as they pertain to him, may protest the discharge by submitting a written request for review within ten (10) days after receiving the notification of discharge. The request must be sent by Certified Mail, Return Receipt Requested, to the SRVP-Flight Operations or his designee, who shall provide a written decision, no later than ten (10) days following receipt of the Pilot's request.

**A-4-b Decision of SRVP-Flight Operations**

The written decision of the SRVP-Flight Operations or his designee shall be sent to the Pilot, with a copy to the Association, both by Certified Mail, Return Receipt Requested. This decision shall be final and binding on all interested parties, unless appealed as provided below.

**A-4-b-(1)** If the SRVP-Flight Operations' decision is not satisfactory to the Pilot or the Association, either may appeal within ten (10) days from the receipt of the decision, by filing a notice of appeal. Such notice shall be sent to the other party and to the Company, by Certified Mail, Return Receipt Requested.

**A-4-b-(2)** The appeal shall be submitted to a neutral arbitrator. The neutral arbitrator shall be selected by the Pilot and the Association within ten (10) days after receipt of the notice of appeal. In the event the Pilot and the Association fail to agree upon a neutral arbitrator within the 10-day period, either may request the National Mediation Board to provide a panel of neutral arbitrators, from which the parties shall select a neutral using the strike method.

**A-4-b-(3)** The hearing before the neutral arbitrator shall be held as soon as possible, and the decision of the neutral arbitrator shall be requested within thirty (30) days after the hearing. The neutral arbitrator's decision shall be final and binding on all parties. The neutral arbitrator's fees and charges shall be borne equally by the Pilot and the Association.

**A-4-c Status of Pilot Pending Appeal**

During the protest period, and until final decision is rendered by the SRVP-Flight Operations as provided in Paragraph A-4-b of this Letter of Agreement, the Pilot shall not be discharged nor lose any seniority rights on the basis of the asserted delinquency in payment of financial obligations to the Association.

**A-4-d Characterization of Discharge**

A Pilot discharged by the Company under the provisions of Paragraph A of this Letter of Agreement shall have been "discharged for cause" within the meaning of the Agreement.

**A-5 Indemnification of Company by Association**

The Company shall be held harmless and indemnified by the Association for any and all claims, awards or judgments, including court costs, which may result from action by any Pilot or pilots by virtue of the wrongful application and/or misinterpretation of any of the terms of Paragraph A of this Letter of Agreement.

**A-6 Exception for Pilots in Management Positions**

The requirements referenced in Paragraphs A-1 of this Letter of Agreement shall not apply to any Pilot during periods of time he holds a management position.

**B Authorized Payroll Deductions**

**B-1 Association Dues, Service Charges and Assessments**

**B-1-a Company Deduction and Transmission of Dues**

During the life of the Agreement, the Company shall deduct on a monthly basis from the earnings of each Pilot and remit to the Association, along with an accounting thereof, an amount equal to the Association's regular monthly dues or service charges and any assessments, provided such Pilot voluntarily executes the appropriate dues check-off form specified in Paragraph B-5 of this Letter of Agreement. In addition, the Company shall deduct on a monthly basis from the earnings of any Pilot who voluntarily executes the Check-Off Form for past Association financial obligations specified in Paragraph B-5 of this Letter of Agreement, the amount specified in the form. For purposes of Paragraph B-1-a of this Letter of Agreement, the term "earnings" shall include hourly pay, overrides, profit sharing, bonuses, and all other airline income received by the Pilot in service with the Company.

**B-1-b Transmission of Checked-Off Amounts**

The Company shall remit the amounts deducted under Paragraph B-1 of this Letter of Agreement to the Association in the manner and at the time provided in Paragraph B-5 of this Letter of Agreement.

**B-1-c Association Obligation to Refund Duplicate or Improperly Deducted Amounts**

The Association shall provide refunds to affected members for duplicate payments and/or for amounts deducted for dues, service charges and assessments that are not in conformity with the provisions of the Association Constitution and Bylaws.

**B-2 Voluntary Charitable Contributions**

**B-2-a Deduction of Contributions to UAL Pilots Charitable Foundation**

During the life of the Agreement, the Company shall deduct from the pay of each Pilot the dollar amount authorized by the Pilot as a charitable contribution by the Pilot to the United Air Lines Pilots' Charitable Foundation, Inc. (the "Foundation"), provided that such Pilot voluntarily executes the appropriate Check-Off Form under Paragraph B-5 of this Letter of Agreement.

**B-2-b Transmission of Contributions to the Foundation**

The Company shall remit the amounts deducted under Paragraph B-2 of this Letter of Agreement to the Foundation in the manner and at the time provided in Paragraph B-5 of this Letter of Agreement.

**B-3 Contributions to ALPA Furlough Fund****B-3-a Deduction of Contributions to Furlough Fund**

During any period during which the UAL MEC declares the Air Line Pilots Association Furlough Fund (the "ALPA-FF") to be active, the Company agrees to deduct from the earnings of each Pilot who authorizes such contributions by voluntarily executing the appropriate Check-Off Form under Paragraph B-5 of this Letter of Agreement the amount specified in the Form (which shall be the contribution amount determined by the MEC at the time it activates or reactivates the ALPA-FF), and to contribute that amount to the ALPA-FF.

**B-3-b Status of ALPA-FF**

As of the effective date of the Agreement, the ALPA-FF is inactive. The Association reserves the right to reactivate the ALPA-FF at any time upon written notice to the Company.

**B-3-c Transmission of Contributions to ALPA-FF**

The Company shall remit the amounts deducted under Paragraph B-3 of this Letter of Agreement to the ALPA-FF in the manner and at the time provided in Paragraph B-5 of this Letter of Agreement, together with a list of contributing pilots and the amount contributed by each.

**B-4 Political Action Committee (PAC) Contributions****B-4-a Contributions to ALPA-PAC**

The Company shall deduct monthly contributions to the Air Line Pilots Association Political Action Committee ("ALPA-PAC") from the pay of each Pilot who voluntarily authorizes such deductions by completing the applicable Check-Off form under Paragraph B-5 of this Letter of Agreement, in the amount specified by the Pilot in such form.

**B-4-b Contributions to UP-PAC**

The Company shall deduct monthly contributions to the United Pilots Political Action Committee ("UP-PAC") from the pay of each Pilot who voluntarily authorizes such deductions by completing the applicable Check-Off form under Paragraph B-5 of this Letter of Agreement, in the amount specified by the Pilot in such form.

**B-4-c Transmission of Contributions to ALPA-PAC and UP-PAC**

The Company shall remit the amounts deducted to the applicable PAC in the manner and at the time provided in Paragraph B-5 of this Letter of Agreement, together with a list of contributing pilots and the amount contributed by each.

**B-4-d** The Association shall pay the Company the reasonable costs incurred in implementing and maintaining the ALPA-PAC and UP-PAC contribution processes.

**B-4-e** The Association certifies to the Company that:

**B-4-e-(1)** No assignment and authorization shall be transmitted to the Company which was obtained by the Association under the twice-yearly solicitation provisions of Section 441b.(b)(4)(B) of Title 2 of the United States Code;

**B-4-e-(2)** All funds transmitted to the ALPA-PAC shall be used solely in connection with federal elections; and

**B-4-e-(3)** All funds transmitted to the UP-PAC shall be used solely in connection with federal, state, and local elections.

**B-5** Check-Off Forms**B-5-a** Adoption of Check-Off Forms

The Check-Off Forms to be used under Paragraph B shall be as follows:

**B-5-a-(1)** The Check-Off Form for authorizing deduction of current and future dues, assessments and service charges under Paragraph B-1-a of this Letter of Agreement is attached to this Letter of Agreement as Appendix A.

**B-5-a-(2)** The Check-Off Form for authorizing deduction of past dues, assessments and service charges under Paragraph B-1-a of this Letter of Agreement is attached to this Letter of Agreement as Appendix B.

**B-5-a-(3)** The Check-Off Form for authorizing deduction of charitable contributions to the Foundation under Paragraph B-1-a of this Letter of Agreement is attached to this Letter of Agreement as Appendix C.

**B-5-a-(4)** The Check-Off Form for authorizing deduction of contributions to ALPA-FF under Paragraph B-3-a of this Letter of Agreement is attached to this Letter of Agreement as Appendix D.

**B-5-a-(5)** The Check-Off Form for authorizing deduction of contributions to ALPA-PAC under Paragraph B-4-a of this Letter of Agreement is attached to this Letter of Agreement as Appendix E.

**B-5-a-(6)** The Check-Off Form for authorizing deduction of contributions to UP-PAC under Paragraph B-4-b of this Letter of Agreement is attached to this Letter of Agreement as Appendix F.

**B-5-b** Submission of Check-Off Forms to the Company

All Check-Off Forms shall be submitted through the Chairman of the United MEC who shall forward original signed copies to the Company.

**B-5-c** Effectiveness of Check-Off Forms

A properly executed Check-Off Form filed with the Company before the fifteenth of any month shall become effective the first of the month following its receipt by the Company. Illegible or improperly executed forms shall be returned to the Chairman of the United MEC.

**B-5-d Revocation of Check-Off Forms**

Any notice of revocation as set forth in the Check-Off Form must be in writing, signed by the Pilot and delivered by certified mail addressed to the Company. The Company shall forward a copy of the written revocation to the Chairman of the United MEC following the processing of the revocation through the Company's payroll system.

**B-5-e Date of Receipt of Forms and Revocation Notices by Company**

Check-Off Forms and revocation notices received by the Company shall be date-stamped on the date received and shall constitute notice to the Company of the date received and not when mailed.

**B-5-f Time of Deductions and Transmission of Deducted Amounts**

All deductions authorized by a Pilot's outstanding unrevoked Check-Off Form under this Paragraph B of this Letter of Agreement shall be made from paychecks in accordance with United's practice prior to the effective date of the Agreement, provided there is a sufficient balance due the Pilot after all other required and necessary deductions (including payments to be made to the Company and/or the Credit Union) have been taken. Within a reasonable time after the second regular paycheck issued each month, the Company shall issue checks to the Association, the Foundation, ALPA-FF, ALPA-PAC and UP-PAC for the all amounts deducted for that month pursuant to outstanding and unrevoked Check-Off Forms.

**B-5-g Automatic Revocation of Check-Off Authorization**

A Pilot who has executed a Check-Off Form and who: 1) transfers to a position not covered under the Agreement; 2) resigns from the Company; 3) is furloughed; or 4) is otherwise terminated from the employ of the Company, shall be deemed to have revoked his Check-Off authorization as of the date of his change in employment status. If the individual transfers back to a position covered under the Agreement; is rehired; or returns to work due to recall, additional deductions dues, service charges, assessments, and charitable contributions shall be made only upon execution and receipt of another Check-Off Form. Check-Off Forms for ALPA-FF contributions shall be deemed to have been revoked at such time as the United MEC changes the ALPA-FF's status from active to inactive. If the MEC subsequently re-activates the ALPA-FF, a new Check-Off Form shall be required in order to authorize deduction of renewed contributions (unless the MEC chooses to treat the reactivation as an MEC assessment covered by Pilots' Check Off Forms under Paragraph B-5-a-(1) of this Letter of Agreement.

**B-5-h Responsibility of Association**

The Association is responsible to verify apparent errors in all deductions taken pursuant to Paragraph B of this Letter of Agreement, as well as all delinquent and/or missed collections of dues, service charges, and assessments before contacting the Company.

**B-6 Indemnification of Company by Association**

The Company shall be held harmless and indemnified by the Association for any claims made by individuals for the wrongful application and/or misapplication of any of the terms of Paragraph B of this Letter of Agreement. The Company shall also be held harmless and indemnified by the Association for any claims, expenses, and judgments (including reasonable attorney fees) which may arise out of the use of the Company's payroll deduction process for funds transmitted to the ALPA-PAC and/or UP-PAC for making contributions to and expenditures for candidates for federal, state and local offices.

**C General**

**C-1 Duration**

This Letter of Agreement shall become effective on the effective date of the Agreement and shall be subject to change in the same manner as specified in the Section 25 of the Agreement.

**C-2 Status of Existing Check-Off Authorizations**

The fact of the execution of the Agreement or this Letter of Agreement shall not revoke any Check-Off Form which was outstanding and unrevoked immediately prior to the effective date of this Agreement. The only circumstances a Pilot's existing Check-Off Form(s) can be revoked are the circumstances expressly stated in the Check-Off Form and this Letter of Agreement.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC



**APPENDIX A**

**ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF ASSOCIATION DUES,  
ASSESSMENTS AND SERVICE CHARGES**

To: United Airlines, Inc.

I, \_\_\_\_\_, hereby authorize and direct United Airlines, Inc. ("United") to deduct from my earnings such monthly dues (1.95% as of November 1, 2012, or such other amount as may be set by the Association), periodic assessments by the Association, periodic assessments by the United MEC, and and/or service charges as are now or may hereafter be established in accordance with the Constitution and By-Laws of the Air Line Pilots Association, International (the "Association") and as defined in the Union Security and Check-Off Agreement between United and the Association (the "Check-Off Agreement"), for remittance to the Association. I agree that this authorization will be irrevocable for one year from the date hereof or until termination of the Check-Off Agreement, whichever occurs sooner. If the Check-Off Agreement is terminated, this authorization will automatically be terminated. In the absence of termination of the Check-Off Agreement, this authorization may be revoked effective as of any anniversary date of the signing hereof by written notice given by me to United and to the Association, by certified mail, return receipt requested, during the ten days immediately preceding any such anniversary. This form does not revoke an existing check-off form unless and until it has been duly executed by the employee.

Signature of Employee: \_\_\_\_\_

Employee's Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

City/State/Zip: \_\_\_\_\_

UAL File Number: \_\_\_\_\_

Base: \_\_\_\_\_

ALPA Number: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B**

**ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF PAST ASSOCIATION  
FINANCIAL OBLIGATIONS**

To: United Airlines, Inc.

I, \_\_\_\_\_, hereby authorize and direct United Airlines, Inc. ("United") to deduct \$\_\_\_\_\_ from my earnings, up to a total dollar amount of \$\_\_\_\_\_ to pay for back dues, assessments and/or service charges owed to the Air Line Pilots Association, International (the "Association"). Such amount so deducted is hereby assigned to the Association, subject to all the terms and provisions of the Constitution and By-Laws of the Association, the applicable collective bargaining agreement (including the Union Security and Check-Off Agreement (the "Check-Off Agreement")), for transmission to the Association. I agree that this authorization will be irrevocable for one year from the date hereof or until termination of the Check-Off Agreement, whichever occurs sooner. If the Check-Off Agreement is terminated, this authorization will automatically be terminated. In the absence of termination of the Check-Off Agreement, this authorization may be revoked effective as of any anniversary date of the signing hereof by written notice given by me to United and to the Association, by certified mail, return receipt requested, during the ten days immediately preceding any such anniversary. This assignment shall be deemed satisfied when the total dollar amount set forth above has been transmitted to the Association. This form does not revoke an existing check-off form unless and until it has been duly executed by the employee.

Signature of Employee: \_\_\_\_\_

Employee's Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

City/State/Zip: \_\_\_\_\_

UAL File Number: \_\_\_\_\_

Base: \_\_\_\_\_

ALPA Number: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX C**

**ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CONTRIBUTIONS TO THE UNITED AIR LINES PILOTS' CHARITABLE FOUNDATION, INC.**

To: United Airlines, Inc.

I, \_\_\_\_\_, hereby authorize and direct United Airlines, Inc. to deduct \$\_\_\_\_\_ per month from my earnings as a contribution to the United Airlines Pilots' Charitable Foundation, Inc. (the "Foundation"), for transmission to the Foundation.

The deducted amount is hereby assigned to the Foundation. This assignment and authorization may be revoked by me in writing at any time. I shall send a copy of my revocation to the Chairman of the United MEC.

Signature of Employee: \_\_\_\_\_

Employee's Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

UAL File Number: \_\_\_\_\_

Base: \_\_\_\_\_

ALPA Number: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX D**

**ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF ASSOCIATION DUES**

To: United Airlines, Inc.

I hereby authorize and direct United Airlines, Inc. ("United") to deduct \$\_\_\_\_\_ of my earnings per month and to remit that amount to the Air Line Pilots Association Furlough Fund (ALPA-FF).

This authorization is made based on my specific understanding that ALPA shall use the money it receives from this fund solely for making payment of furloughed Pilot health insurance premiums.

This authorization shall remain in full force and effect until the earlier of (1) revocation in writing by me, or (2) the recall of all United pilots who are on furlough, or by resolution of the United MEC to terminate the assessment.

Signature of Employee: \_\_\_\_\_

Employee's Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_  
\_\_\_\_\_

City/State/Zip: \_\_\_\_\_

UAL File Number: \_\_\_\_\_

Base: \_\_\_\_\_

ALPA Number: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX E**

**ASSIGNMENT AND AUTHORIZATION  
FOR CHECK-OFF OF ALPA-PAC CONTRIBUTIONS**

To: United Airlines, Inc.

I, \_\_\_\_\_, hereby authorize and direct United Airlines, Inc. ("United") to deduct \$\_\_\_\_\_ per month from my earnings and to remit that amount to the Air Line Pilots Association Political Action Committee ("ALPA -PAC"). This authorization is voluntarily made based on my specific understanding that: (i) the signing of this authorization and the making of these voluntary contributions are not conditions of membership in the Air Line Pilots Association (the "Association") or of employment by United; (ii) any guideline amount suggested by ALPA-PAC or its representatives is only a suggestion and I may contribute more or less and will not be favored or disadvantaged by the Association for doing so; and (iii) I may refuse to contribute without reprisal; and (iv) ALPA-PAC, which is connected with the Association, uses the money it receives solely for making contributions to and expenditures for candidates for federal elected offices.

This authorization shall remain in full force and effect until revoked in writing by me pursuant to the provisions of the Union Security and Check-Off Agreement (the "Check-Off Agreement") between United and the Association, or until the Check-Off Agreement is terminated, whichever occurs sooner.

I certify that I am either a United States citizen or a foreign national lawfully admitted to the United States for permanent residence as defined by section 101(s)(20) of the Immigration and Nationality Act (8 U.S.C. 1101(s)(20)).

Signature of Employee: \_\_\_\_\_

Employee's Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_  
\_\_\_\_\_

City/State/Zip: \_\_\_\_\_

UAL File Number: \_\_\_\_\_

Base: \_\_\_\_\_

ALPA Number: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX F**

**ASSIGNMENT AND AUTHORIZATION  
FOR CHECK-OFF OF UP-PAC CONTRIBUTIONS**

To: United Airlines, Inc.

I, \_\_\_\_\_, hereby authorize and direct United Airlines, Inc. ("United") to deduct \$\_\_\_\_\_ per month from my earnings and to remit that amount to the United Pilots Political Action Committee ("UP –PAC"). This authorization is voluntarily made based on my specific understanding that: (i) the signing of this authorization and the making of these voluntary contributions are not conditions of membership in the Air Line Pilots Association (the "Association") or of employment by United; (ii) any guideline amount suggested by UP-PAC or its representatives is only a suggestion and I may contribute more or less and will not be favored or disadvantaged by the Association for doing so; and (iii) I may refuse to contribute without reprisal; and (iv) ALPA-PAC, which is connected with the United Pilots Master Executive Council of the Association, uses the money it receives solely for making contributions to and expenditures for candidates for elected offices and for other political activities at the federal, state, and/or local level consistent with applicable laws relating to such activities.

This authorization shall remain in full force and effect until revoked in writing by me pursuant to the provisions of the Union Security and Check-Off Agreement (the "Check-Off Agreement") between United and the Association, or until the Check-Off Agreement is terminated, whichever occurs sooner.

I certify that I am either a United States citizen or a foreign national lawfully admitted to the United States for permanent residence as defined by section 101(s)(20) of the Immigration and Nationality Act (8 U.S.C. 1101(s)(20)).

Signature of Employee: \_\_\_\_\_

Employee's Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

City/State/Zip: \_\_\_\_\_

UAL File Number: \_\_\_\_\_

Base: \_\_\_\_\_

ALPA Number: \_\_\_\_\_

Date: \_\_\_\_\_

*LOA 9 iPads*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”) and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as “the Association” or “ALPA”).

The parties agree to the following regarding the use of Company provided iPads:

1. iPads are Company property and subject to applicable policies and regulations, including United’s Information Security Regulations.
2. The Company shall provide accessories necessary to allow for charging in available outlets (e.g. cockpit, passenger seats, international hotels, etc.).
3. iPad memory shall be erased upon return of the device to the Company.
4. If an iPad is lost, a Pilot shall be required to reimburse the Company for the depreciated value of the lost iPad. Three year depreciation methodology (50% year one, 30% year two, 20% year three of the original acquisition cost) shall be used to calculate monies owed and pilots may elect to reimburse the Company via payroll deduction.
5. Pilots are not liable for damaged or stolen iPads, except in the case of gross negligence or willful misconduct.
6. The Company shall not use the iPad to monitor the location of any crew member.
7. Except as may be required by law, the Company shall not monitor individual performance or compliance with policy, directives or regulations using the iPad or the data contained therein.
8. Recorded data or information may be used to investigate an accident or incident, to further approved safety programs as set out in the Section 19 of the Agreement, or for maintenance and aircraft reliability purposes.

- 9. Recorded data or information shall not be disclosed to any third party except by mutual agreement of the parties, or as required by statute, government regulation, or judicial order. Recorded data or information shall not be used by the Company in any legal or administrative proceeding against a Pilot involving discipline, discharge, FAR violation, civil liability or criminal penalty nor shall it be used by the Company to investigate or initiate discipline.
- 10. The Pilot shall not be required to view non-flight specific notifications from the Company before accessing reference material (e.g., FOM, Flight Manual, charts) on the iPad. For example, a flight specific notification would be an updated dispatch release; whereas, a non-flight specific notification would be reassignment or junior manning.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC



*LOA 10 Professional Standards*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by

THE AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”) and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as “the Association” or “ALPA”).

In the interest of providing the highest standards of professionalism and safety among the pilots of United Airlines and to ensure that all pilots are treated fairly, consistently and effectively, the Company and the Association have agreed to the procedures set forth in this Letter of Agreement.

**A Cockpit Conflicts**

When a professional standards problem arises that precipitates a conflict between two or more pilots (i.e., “cockpit conflict”), and the conflict is brought to the attention of the Association by a Pilot, the Association shall act as follows:

**A-1** The Association shall encourage the pilots involved to discuss the matter privately in a forthright and reasoned manner, in an attempt to settle their dispute.

**A-2** If the pilots fail to settle their dispute, the Local Professional Standards Committee (“PS Committee”) members shall elicit both sides of the story, generally by telephone, and counsel both parties at a peer level (e.g. a Captain committee member shall call a Captain involved and a First Officer committee member shall call a First Officer involved). Agreement to resolve the dispute shall again be sought.

**A-3** If the efforts described above fail, the pilots involved in the dispute shall be invited to a PS Committee meeting. After each Pilot has had the opportunity to present his view of the matter, the PS committee shall seek a commitment from the pilots to end the conflict and work together in the future without dissension.

**A-4** Should one or more of the pilots refuse to participate in the above-referenced PS committee meeting, the Association shall advise the Company of the conflict and request the Company to encourage all involved individuals to attend the PS Committee meeting.

**A-5** When a conflict as outlined above is brought to the attention of the Company before it is known to the Association, at management’s discretion, the Company may refer that issue and the pilots involved to the PS Committee for resolution. Each Pilot shall be encouraged to attend the committee’s meeting to settle their dispute in a no-fault manner.

**B Handling of Complaints Involving Gender/Minority Issues**

**B-1** The Association through its PS Committee has undertaken training of its designated representatives, and is committed to ensuring that all designated PS representatives are trained to competently assist any Pilot who asks for help in resolving workplace-related problems with other pilots based on gender and/or minority issues.

**B-2 Gender/Minority Complaints Reported to the Company**

When the Company receives a complaint involving gender/minority issues, Flight Operations management shall have the option of initiating an investigation as specified in the Company's harassment/discrimination policy or of offering the complaining Pilot the option of first attempting resolution by taking the matter to Association Professional Standards.

**B-2-a** The decision to use or not to use Professional Standards shall be made entirely by the complaining Pilot. In no case shall Flight Operations management make a recommendation to the Pilot regarding which option to choose. A member of Flight Operations management shall, however, be free to answer questions and explain both processes to the best of his understanding.

**B-2-b** If the complaining Pilot chooses not to use Professional Standards, the Company shall immediately take action as specified in its harassment/discrimination policy.

**B-2-c** If the complaining Pilot chooses to use Professional Standards, the responding Pilot's concurrence shall be required before the matter is referred to Professional Standards for resolution.

**B-2-d** A Pilot who chooses to use Professional Standards:

**B-2-d-(1)** Shall be required to sign a document stating that he has received and read the provisions of this Letter of Agreement, which contains information relevant to his decision; and

**B-2-d-(2)** May, at any time, report to the Company that he is not satisfied with the Professional Standards process, in which case the Company shall immediately initiate an investigation.

**B-2-e** The PS Committee shall attempt to resolve gender and minority issues submitted to it in accordance with the procedures described in Paragraphs A-1 through A-3 of this Letter of Agreement.

## **C Referrals to Professional Standards**

When a conflict or complaint as outlined above in Paragraphs A and B of this Letter of Agreement is referred to Professional Standards and the pilots involved agree to participate in the process, the following shall apply:

**C-1** If successful resolution of the dispute is reached, the PS Committee shall provide a report to the Company stating the matter has been resolved. Alternatively, if a resolution was not reached, the PS Committee shall advise the Company that it was unable to be of assistance.

**C-2** Complete confidentiality regarding the PS Committee's meeting shall be maintained, and the Company agrees not to cite a Pilot's involvement with the PS Committee in any subsequent disciplinary proceeding.

**C-3** Should successful resolution of a "cockpit conflict" not be attained within a 30-day time period, the Company shall then be free to take any action, within the framework of the Agreement, it deems necessary to resolve the issue.

**C-4** If the Company receives notice that Professional Standards was unable to reach a solution satisfactory to a Pilot who made a complaint based on a gender/minority issue, the Company shall take the steps specified in its harassment/discrimination policy in an effort to resolve the problem.

## **D Voluntary Participation & Confidentiality**

As with all issues undertaken by Professional Standards, voluntary participation of the affected pilots shall be essential to that process. Because the key to the success of the process is rooted in the fact that Professional Standards' efforts are confidential, any Pilot who becomes aware of cockpit conflict or a gender or minority complaint as a result of his official role in Professional Standards activities shall not be required to report that event to the Company.

## **E General**

**E-1** The goal of Professional Standards in handling complaints as outlined below shall be to achieve behavior and attitude changes that shall eliminate recurrence of the reported problems.

**E-2** The Company's authority and responsibilities regarding proficiency and air safety shall not in any way be altered by this Letter of Agreement.

**E-3** The agreement between the Company and the Association to utilize Professional Standards to address conflicts and complaints as outlined below shall not be construed to limit, expand or otherwise modify the existing legal responsibilities of either party.

**E-4** The activities that the Association shall engage in under the provisions of this Letter of Agreement are those it shall conduct on its own behalf and at its discretion, with neither influence nor control by the Company. In no respect shall the Association function or serve as an agent of the Company in the handling of the matters addressed herein.

## **F Right To Revoke**

The Company and the Association each reserve the right to revoke the provisions of this Letter of Agreement upon giving a 30-day written notice to the other party.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC

*LOA 11 United Express Job Opportunities for Furloughed United Pilots*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”) and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as “the Association” or “ALPA”).

The Company and the Association agree that furloughed United pilots shall be offered job opportunities at United Express carriers operating jet aircraft with seating capacity in excess of fifty (50) seats under the following conditions:

1. Definitions

- a. “United Express Carrier” means a Carrier that has contracted with the Company to operate Aircraft in accordance with the conditions of Section 1 of the Agreement.
- b. “Eligible Furloughed Pilot” means a Pilot whose name appears on the United Express Carrier Opportunity List and who is on furlough or who has received notice of furlough.
- c. “United Express Carrier Opportunity List” means the list maintained by the UAL-MEC Furloughed Pilot Coordinator after review by United Express Carriers performing flying in the service of the Company pursuant to the terms of Section 1 of the Agreement.

2. United Express Carriers shall make offers for new hire positions to Eligible Furloughed Pilots in a number equal to five (5) times the number of aircraft operated in the service of the Company and subject to the limits of Section 1 of the Agreement. Of these five (5) offers, at least three (3) shall be offers for new hire positions in aircraft with seating capacity in excess of 50 seats and not more than 76 seats, and operated pursuant to the terms of Section 1 of the Agreement. Once such offers have been made, even if the United Express Carrier subject to the obligations of Section 1 of the Agreement and this Letter of Agreement has not been provided with a sufficient number of Eligible Furloughed Pilots to fill the new hire positions, the Participating United Express Carrier's obligation to make offers for the purpose of

operating Aircraft under the terms of Section 1 of the Agreement and this Letter of Agreement shall be satisfied.

3. In the event that a United Express Carrier making offers of employment pursuant to Section 1 of the Agreement and this Letter of Agreement receives an insufficient number of Eligible Furloughed Pilots to fill offers for new hire Pilot positions, the Carrier shall continue to extend offers of employment under the terms of this Letter of Agreement until Eligible Furloughed Pilots have accepted a number of positions equal to the number of job offers the Carrier is required to make under Paragraph 2 of this Letter of Agreement.
  - a. A United Express Carrier shall make such employment offers stated in Paragraph 3 of this Letter of Agreement as new hire positions become available in the normal course of business.
  - b. A United Express Carrier's ability to operate Aircraft under the terms of Section 1 and this Letter of Agreement is dependent on extending employment offers as required per Paragraph 2 of this Letter of Agreement and Section 1-C-1-j of the Agreement, but is not dependent on Eligible Furloughed Pilots accepting the employment offers as provided in Paragraph 3 of this Letter of Agreement.
4. A Pilot who is interviewed and accepts an offer of employment and who subsequently declines this offer shall count toward the United Express Carrier's number of job offers required by Paragraph 2 and the number of accepted offers required by Paragraph 3 of this Letter of Agreement.
5. When preparing to select pilots for new hire positions pursuant to this Letter of Agreement, the United Express Carrier shall contact the UAL-MEC Furloughed Pilot Coordinator to receive a list of names from the United Express Carrier Opportunity List.
  - a. To be an Eligible Furloughed Pilot, a United Pilot must i) be on furlough or have received notice of furlough, and ii) have not previously rejected an offer of employment (following an interview under this agreement) from a United Express Carrier pursuant to this Letter of Agreement
  - b. Working through the UAL-MEC Furloughed Pilot Coordinator, an Eligible Furloughed Pilot may designate i) carrier(s) to which he would like his name forwarded, ii) carrier(s) from which he would like his name withheld, and iii) criteria that would result in bypassing him for certain new hire positions. An Eligible Furloughed Pilot whose name is forwarded to a United Express Carrier consistent with his designations and who is offered a position is required to accept such position and, if he declines, shall be ineligible for any future employment opportunities with that United Express Carrier under the terms of this Letter of Agreement.
  - c. Monthly, the MEC Furloughed Pilot Coordinator shall provide the Company with a current copy of the annotated United Express Carrier Opportunity List and an update on the activity associated with the names.
6. Eligible Furloughed Pilots whose names are forwarded to a United Express Carrier pursuant to this Letter of Agreement shall be required to complete all new hire paper work, meet all

new hire airman and medical qualifications, satisfy background checks and participate in an interview. An Eligible Furloughed Pilot shall not be required to perform a flight test. An Eligible Furloughed Pilot who, in conjunction with the establishment of the United Express Carrier Opportunity List, is identified by a United Express Carrier as being in a "no rehire" status shall not have his name forwarded to that United Express Carrier.

7. While Eligible Furloughed Pilot names shall be forwarded in seniority order (modified by the qualifiers permitted above) once such pilots have accepted employment at a United Express Carrier pursuant to this Letter of Agreement, their seniority, longevity and all other terms and conditions of employment at that Carrier shall be governed by the rules of that carrier that apply to all new hires, except as set forth in Paragraph 9 of this Letter of Agreement.
8. An Eligible Furloughed Pilot who accepts employment under the terms of this agreement shall serve the required new-hire contractual and/or company policy required probationary period. Should a situation occur during the probationary period where an Eligible Furloughed Pilot, in the opinion of the United Express Carrier, fails to perform at an acceptable level and faces termination for such failure, the Pilot shall be afforded the due process considerations provided by that United Express Carrier's pilot collective bargaining agreement and/or company policy.
9. An Eligible Furloughed Pilot who accepts employment under the terms of this Letter of Agreement shall receive a minimum salary equal to that United Express Carrier's second year First Officer pay rate for the largest Equipment permitted under Section 1 of the Agreement operated by that carrier in its United Express operations. The Carrier shall pay its applicable hourly rate for the position held and United Airlines shall, on a monthly basis, pay the furloughed Pilot any salary difference required under this Paragraph. This monthly payment shall be subject to all applicable federal, state and local payroll taxes. The monthly payment shall not, however, have any impact on the Pilot's employment status at United and it shall not be considered earnings for the purpose of any United Airlines employee benefit plans.
10. A United Express Carrier shall not require an Eligible Furloughed Pilot who accepts employment pursuant to this Letter of Agreement to resign his United seniority number.
11. An Eligible Furloughed Pilot who accepts employment with a United Express Carrier pursuant to this Letter of Agreement and who subsequently desires to leave shall give as much notice as possible but not less than three (3) months' notice. Should an Eligible Furloughed Pilot resign his employment with a United Express Carrier prior to the satisfaction of any training note obligation for the sole purpose of recall to United Airlines, the Company shall pay any remaining obligation on the note.
12. If an Eligible Furloughed Pilot is hired by a United Express Carrier and subsequently leaves that carrier, the United Express Carrier shall replace that Pilot by offering a job opportunity to another Eligible Furloughed Pilot as new hire positions become available in the normal course of business. The provisions of this Letter of Agreement shall apply to these Eligible Furloughed Pilots except for Paragraphs 2, 3 and 9 of this Letter of Agreement. The United Express Carrier's ability to operate Aircraft under Section 1 of the Agreement and the terms of this Letter of Agreement is not dependent on Eligible Furloughed Pilots accepting these

employment offers. This Paragraph shall only apply after Eligible Furloughed Pilots have accepted the number of positions required in Paragraph 3 of this Letter of Agreement.

13. While all United Express Carriers are committed to complying with the job opportunity provisions of this Letter of Agreement, adherence to these job opportunity provisions would be problematic if circumstances were such that the United Express Carrier may have to furlough pilots at the same time that they were required to hire furloughed United pilots. Should this circumstance occur, the Company and the Association agree to meet and discuss acceptable solutions to mitigate the impact of such circumstances which would be agreeable to the parties and maintain the integrity of this Letter of Agreement.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC



*LOA 12 HIMS Program*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”) and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as “the Association” or “ALPA”).

WHEREAS, the Company and the Association have entered into the Agreement, effective as therein provided (the “effective date of the Agreement”); and

WHEREAS, The Company and the Association are committed to the proposition, endorsed by the American Medical Association, that chemical and substance dependency and abuse are diseases, properly classified as such under both the medical and psychiatric sections of the International Classification of Diseases, having special implications for commercial airline pilots and commercial airline flight operations, and treatable by appropriate recovery programs, designed to focus on treatment rather than discipline; and

WHEREAS, the Company and the Association have collaboratively developed, and the Company has adopted and the Association has approved, the United Human Intervention and Motivation Study (HIMS) Policy (“UHIMS”), under the oversight, management and direction of the Senior Vice President (SVP) of Flight Operations, establishing a HIMS program for United pilots, to be developed and managed, by the joint HIMS Steering Committee (HSC); and

WHEREAS, the successful operation of the HIMS program depends, in significant measure, on the activities of volunteer Peer Pilots; and

WHEREAS, subject to reasonable operational requirements, the parties have agreed to provide transportation benefits and paid time for Peer Pilots when such Peer Pilots are participating in necessary training, education, intervention and administration in connection with the HIMS program;

NOW THEREFORE, the Company and the Association hereby agree as follows:

1. The Company shall maintain the UHIMS program in accordance with the UHIMS Policy as the same may be collaboratively modified from time to time by the consensus decisions of the members of the HSC. The Company and the Association, and their respective representatives, shall discharge the duties and perform the functions assigned to them under the Policy consistent with the purposes and objectives of the UHIMS program.
2. The parties have agreed to the Peer Pilot model of HIMS monitoring, which necessarily involves a significant contribution of time, and development of knowledge and expertise, by the volunteer Peer Pilots. Association members of the HSC and of the Base Monitoring Committees (“BMCs”), including all Peer Pilots, shall schedule their pre-planned activities relating to UHIMS so as to avoid conflicts between such activities and their flight schedules, and likewise shall not adjust their flying schedules to increase their Flight Time credit, pay or bank time on days which conflict with pre-planned activities relating to UHIMS. The intent of these provisions is to ensure that individuals performing necessary activities relating to UHIMS should neither lose nor gain compensation or benefits they otherwise would receive by flying the line. The parties recognize, however, that schedule conflicts shall occur, and that UHIMS activities are of such significance and benefit that treating them as Company required meetings for purposes of flight pay loss and providing Company business positive space travel are appropriate means to support the UHIMS program. The conditions and parameters for such support shall be determined by the HSC.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC

*LOA 13 UAX Performance Information*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”) and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as “the Association” or “ALPA”).

The parties agree to the following regarding the Company's reporting obligations pursuant to Section 1 of the Agreement.

1. Provide the information contained on Attachment A pursuant to Section 1-J-2 of the Agreement on a monthly basis, including supporting back-up data; and
2. Provide the information contained on Attachment B pursuant to LOA 17 (US Airways Code Share) on a monthly basis, including supporting back-up data; and
3. To provide the following information contained on Attachment C of this Letter of Agreement on a monthly basis for each United Express carrier:
  - a. All on-time metrics including on-time zero ratio;
  - b. The controllable flight completions;
  - c. The total number of mishandled bags including bags not accommodated on the same flight as the passenger due to performance restrictions;
  - d. Customer survey results including direct intent-to-repurchase;
  - e. The UAX performance goals; and
  - f. The number of denied boardings and voluntary re-bookings resulting from full flights and over-booking.
4. All reports shall be completed and every attempt shall be made to make them available by the end of the month following the associated flying.

- 5. This Letter of Agreement in no way restricts additional information that may be requested by the Association.
- 6. The parties re-affirm the collaborative nature of the working relationship between the members of the Related Carrier Review Committee and ALPA/UAL.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

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P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC

*LOA 14 JFK Merger Move*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as the "Company") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the "Association").

WHEREAS, the parties recognize that the merger poses unique situations for pilots who have their permanent residence in the New York City area; and

WHEREAS, the parties also recognize that many pilots have established their permanent residence based upon the airport to which they were primarily assigned flying prior to the Merger; and

WHEREAS, the Company is in the process of shifting flying between all of the NYC metropolitan airports;

NOW THEREFORE, the parties agree to the following exceptions to the terms and conditions of LOA 3 (Merger Move) for pilots who are based in a New York City domicile (EWR or JFK) on the Operational Merger Date:

1. The Pilot moving his primary residence to within 200 miles of an airport serving the EWR domicile is entitled to a "Merger Move" without being awarded a vacancy bid;
2. The Pilot is not subject to the requirement that he move at least fifty (50) miles closer to the EWR airport;
3. The Pilot is not entitled to house hunting benefits as described in the Pilot Transfer and Move Handbook for moves within the NYC area.

Duration: This Letter of Agreement shall become effective on date of signing and remain in full force and effect concurrent with the Merger Move Letter of Agreement.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

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P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC

*LOA 15 Honolulu Move Entitlement*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as "the Company" or "United") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "the Association" or "ALPA").

The parties agree to the following:

A Company-paid move from the Hawaiian Islands to any point in the forty-eight (48) contiguous United States ("U.S. Mainland") was available to any Pilot who subsequently retired (including early or medical retirement) while based in Honolulu and who had an established primary residence in Hawaii. If such an individual did not exercise this paid move entitlement and currently maintains a primary residence in the Hawaiian Islands as of the date of this Letter of Agreement, he shall be notified by the Company that he is entitled to a paid move of such residence to the U.S. Mainland, and that such entitlement shall expire twelve (12) months from the date of notification.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC



*LOA 16 Indemnity Agreement*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as "the Company" or "United") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "the Association" or "ALPA").

The parties agree to retain the substance of "Exhibit F, Indemnity Agreement" to former Letter of Agreement 05-02 dated August 31, 2005 (no longer in effect as of the effective date of the Agreement). The Indemnity Agreement provides as follows:

1. Indemnification. UAL and the Company (collectively, "United") hereby indemnify and hold harmless the Association, its members, officers, committee members, agents, employees, counsel, financial advisors and representatives (each, an "Indemnified Person") from any and all losses, damages, fines, penalties, taxes, expenses, claims, lawsuits, or administrative charges of any sort whatsoever (including reasonable attorney's fees and costs arising in connection with the investigation and defense of any such matter) relating to, concerning or connected with the negotiation or implementation of Letter of Agreement 05-02 and all attached exhibits (any such event, a "Claim"), except to the extent that a Claim against an Indemnified Person is finally determined by a court of competent jurisdiction to have resulted from the gross negligence, fraud or willful misconduct of such Indemnified Person.
2. Indemnification Procedure.
  - a. An Indemnified Person must give prompt notice to the Company of the facts and circumstances that may constitute a Claim under this Indemnity Agreement; provided, however, that any delay by an Indemnified Person in giving such notice shall not relieve United of its obligations under this Indemnity Agreement except to the extent that such delay causes material damage or prejudice to United.
  - b. United shall be entitled to participate in judicial, administrative proceeding concerning an actual or potential Claim (an "Action") and, upon ten (10) days notice to the applicable

Indemnified Person, may assume the defense of such Claim with counsel reasonably satisfactory to the Indemnified Person. Following any assumption of the defense of an Action by United, United shall not be liable for any subsequent fees of legal counsel or other expenses incurred by the Indemnified Person in connection with the defense of such Action, subject to reimbursement for actual out-of-pocket expenses incurred by the Indemnified Person as the result of a request for cooperation or assistance by United; provided, however, that if, in the reasonable opinion of outside counsel to the Indemnified Person, there exists an actual, material conflict of interest between United and the Indemnified Person, United shall be liable for the legal fees and expenses of separate counsel to the Indemnified Person; provided, further, that the Indemnified Person shall have the right to participate in the defense of an Action with its own counsel at its own expense.

c. No compromise or settlement of any Action shall be binding on United for purposes of United's obligations under this Indemnity Agreement without United's express written consent, which consent shall not be unreasonably withheld. United shall not compromise or settle any Action or otherwise admit to any liability for any Claim on a basis that would reasonably be expected to adversely affect the future activity or conduct of the Indemnified Person without the prior written consent of the Indemnified Person, which consent shall not be unreasonably withheld.

d. If United assumes the defense of any Action under this Indemnity Agreement, United shall (i) keep the Association and the applicable Indemnified Person informed of material developments in the Action, (ii) promptly provide the Association and such Indemnified Person with copies of all pleadings, responsive pleadings, motions and other similar legal documents and papers received in connection with the Action, (iii) permit the Association and such Indemnified Person and their counsel, to the extent practicable, to confer on the defense of the Action, and (iv) permit the Association and such Indemnified Person and their counsel, to the extent practicable, an opportunity to review all legal papers to be submitted prior to their submission. The parties shall provide to each other such assistance as may be reasonably required to insure the proper and adequate defense of the Action, and each party shall use its good faith efforts and cooperate with each other party to avoid the waiver of any privilege of another party.

3. Plan of Reorganization; Survival. This Indemnity Agreement shall continue in full force and effect without regard to the terms of Section 25 of the Agreement.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

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P. Douglas McKeen  
Senior Vice President  
Labor Relations

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Captain Jay Heppner  
Chairman  
UAL MEC

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Captain Jay Pierce  
Chairman  
CAL MEC



*LOA 17 US Airways Code Share*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as "the Company" or "United") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "the Association" or "ALPA").

WHEREAS, the Company has a code share and marketing relationship with US Airways, Inc. ("US Airways") and US Airways Express carriers (including without limitation the carriers listed on Schedule 1 to this Letter of Agreement) ("USX Carriers") that operate under the US Airways designator code (the "US Code"), or successors to US Airways or USX Carriers, each pursuant to the terms of the commercial agreements between the Company and US Airways listed in Schedule 2 to this Letter of Agreement and future agreements between the Company and USX Carriers (collectively, the "Code Share Agreements");

THEREFORE the parties to this Letter of Agreement hereby agree as follows:

1. Enabling Agreement

Notwithstanding changes to Section 1 of the 2003 collective bargaining agreement between the Company and the Association (the "Pilot Agreement"), the parties desire to extend certain terms of Letter of Agreement 02-11 (no longer in effect) as restated herein.

2. System Flying

The Company shall measure and report the total number of mainline available seat miles ("ASMs") scheduled to be operated by US Airways each month under the UA Code. The Company shall not permit the number of mainline ASMs scheduled to be operated by US Airways under the UA Code to exceed forty-one percent (41%) of the mainline ASMs operated by the Company in any rolling twelve (12) month period.

3. Domestic Flying

- a. The Company may permit US Airways to operate domestic, mainline flights under the UA Code other than point-to-point flights between any Company Hub as defined in Section 1-L-7 of the Agreement.
- b. The Company shall measure and report the total number of ASMs scheduled to be operated by US Airways and USX Carriers each month under the UA Code between its Hubs as defined in Section 1-L-19 of the Agreement and any Company Hub as defined in Section 1-L-7 of the Agreement. The Company shall not permit the aggregate number of mainline ASMs scheduled to be operated by the Company on such routes to fall below sixteen and eighty-five one-hundredths percent (16.85%) of the aggregate number of ASMs scheduled to be operated by US Airways and the USX Carriers under the UA Code on such routes in any rolling twelve (12) month period.

4. International Flying

- a. The Company shall only permit US Airways or the USX Carriers to operate the following international flights under the UA Code:
  - i. any flights that begin or end in PIT, PHL or CLT; and
  - ii. any flights on Latin American Routes (i.e., routes to or from the continental United States and any of Mexico, Central America or the Caribbean Islands (including the US Virgin Islands and Puerto Rico)) that begin or end in BOS, DCA or LGA and any USX Carrier flights on Latin American Routes that begin or end in MIA.
- b. The Company shall measure and report the total number of mainline ASMs scheduled to be operated by US Airways under the UA Code each month on Transatlantic Routes (i.e., routes between North America and Europe). The Company shall not permit the number of mainline ASMs scheduled to be operated by US Airways under the UA Code on Transatlantic Routes to exceed forty-two percent (42%) of the mainline ASMs scheduled to be operated by the Company on Transatlantic Routes in any rolling twelve (12) month period.
- c. The Company shall measure and report the total number of mainline ASMs scheduled to be operated by US Airways under the UA Code each month on Latin American and Transatlantic Routes. The Company shall not permit the number of mainline ASMs scheduled to be operated by US Airways under the UA Code on Latin American Routes to exceed twelve and ninety-seven one-hundredths percent (12.97%) of the mainline ASMs scheduled to be operated by the Company on Latin American and Transatlantic Routes in any rolling twelve (12) month period.

5. USX Flying

- a. The Company shall only permit the UA Code to be used on the following USX Carrier flights:
  - i. any flights to or from PIT, PHL or CLT provided that any such flights that stop at DEN, LAX, SFO, ORD or IAD shall be point-to-point flights from PIT, PHL or CLT and shall not be operated on jet aircraft with a maximum certificated seating capacity in excess of seventy (70) seats;

- ii. flights to or from BOS or MIA provided that such flights may not be operated on jet aircraft with a maximum certificated seating capacity in excess of seventy (70) seats, and none of such flights stop at IAD, ORD, DEN, SFO or LAX;
  - iii. flights to or from LGA, EWR and JFK (collectively, "NYC") provided that (x) such flights may not be operated on jet aircraft operated with a maximum certificated seating capacity in excess of seventy (70) seats, and no such flights stop at IAD, ORD, DEN, SFO or LAX, and (y) the Company shall not permit the number of ASMs operated by US Airways and USX Carriers to or from NYC under the UA Code to exceed twenty-eight and one-tenth percent (28.1%) of the ASMs operated by the Company to or from NYC; and
  - iv. flights to or from DCA and BWI provided that (x) such flights may not be operated on jet aircraft operated with a maximum certificated seating capacity in excess of seventy (70) seats, and no such flights stop at IAD, ORD, DEN, SFO or LAX, and (y) the Company shall not permit the number of ASMs operated by US Airways and USX Carriers to or from IAD, DCA and BWI (collectively "WAS") under the UA Code to exceed twenty-one and one-tenth percent (21.1%) of the ASMs operated by the Company to or from WAS.
- b. The Company shall hold each USX Carrier that operates flights under the UA Code to the same safety, operational performance and passenger service standards imposed on United Express carriers (including the annual safety audits of such USX Carriers performed by the Company).
6. Reciprocal Code Share Arrangements
- a. The Company shall make commercially reasonable efforts to place the US Code on all of the ASMs operated by the Company within twelve (12) months of the effective date of this Letter of Agreement (the "Phase-In Period"), except to the extent the Company i) fails to receive required government approval for code sharing on flights despite its best and continuing efforts to obtain such approval; or ii) is prohibited by the collective bargaining agreement(s) between the Company, US Airways and/or USX Carriers and any of their unions in effect as of the effective date of this Letter of Agreement and iii) the airport facility, airport authority, or other physical restrictions on airport locations make such implementation impossible or unreasonably expensive in relation to the benefit of the code share at such location.
  - b. If, after the conclusion of the Phase-In Period, the Company fails to place the US Code on 100% (minus the exclusions provided for in Paragraph 6-a of this Letter of Agreement) of the Company ASMs, in any scheduling month, then, for the next scheduling month, the Company shall limit the number of US Airways ASMs operated with the UA Code to a percentage of US Airways ASMs calculated as  $105\% \text{ minus } [100\% * (A-B) / A]$ , where A is the number of UA ASMs that should have been operated under the US Code and B is the number of UA ASMs actually operated under the US Code. For example, if the Company was required to operate sixteen (16) billion ASMs under the US Code in a given month but only operated fourteen (14) billion under the US Code during the month, the Company

would be required to limit the UA Code to ninety-two and five-tenths percent (92.5%) of US Airways ASMs -[105% minus (100%\*(16-14)/16)]. For the purposes of all calculations in this paragraph, all ASMs for both carriers shall be net of exclusions in Paragraph 6-a. of this Letter of Agreement..

7. Block Space Arrangements

The Company shall not enter into any block space arrangements (i.e., the advance purchase or reservation of blocks of seats on other carriers for resale by the Company) with US Airways or any USX Carrier.

8. Pro Rate Arrangements

The Company shall not engage in any form of revenue sharing, profit sharing, margin sharing, or fee-for-departure arrangements with US Airways or USX Carriers for passengers carried on US Airways or USX Carrier flights other than the form of standard interline remuneration arrangements described in the Code Share Agreements in Schedule 2 to this Letter of Agreement. In addition, without the prior written consent of the Association, the Company shall not adopt any amendment or revision to the Code Share Agreements or any other agreement with US Airways that materially changes the proration of interline revenue between the Company and US Airways under the Code Share Agreements in a way that provides economic benefits to the Company from passengers carried on flights operated by US Airways or USX Carriers under the UA Code.

9. Equity Arrangements

The Company and its Affiliates (as defined in Section 1-L-1 of the Agreement) shall not purchase or acquire any equity securities, debt securities or other capital securities of US Airways or any Affiliate of US Airways (other than the receipt of securities of US Airways or any Affiliate of US Airways in settlement of bona fide bankruptcy claims (excluding any purchased claims) of the Company or any Affiliate of the Company).

10. Separate Marketing Identity; Transactions

The Company may conduct joint marketing efforts with US Airways and USX Carriers in support of the Code Share Agreements (including the use of trade names, promotional materials, logos and marks that reflect the code share) but the Company shall nonetheless maintain a primary, separate operating, corporate and marketing identity (including an independent name, trade name, logo, aircraft livery, trademark, livery and service marks). Neither the Company nor any Company Affiliate shall transfer any of the Company's Fleet (owned, lease or under option), international routes, or international route authorities to US Airways or any Affiliate of US Airways.

11. Labor Disputes

The Company shall not permit US Airways or any USX Carrier to operate any flight under the UA Code at any time during a lawful strike by the Company's pilots. The Company shall not operate any flight under the US Code during a lawful strike by the pilots of US Airways.

12. Information Sharing



The Company shall provide monthly information concerning the Code Share Agreements to the Related Carrier Review Committee under the terms and conditions described in Section 1-J of the Pilot Agreement.

### 13. Dispute Resolution

Disputes under this Letter of Agreement shall be resolved in accordance with Section 1-J of the Pilot Agreement; provided that Company shall be permitted to cure, and shall cure, a breach of Paragraphs 3, 4, 5 and 6 of this Letter of Agreement on the earlier of i) thirty (30) days after such breach or ii) the next published schedule change in the Official Airline Guide for which the Company has not yet transmitted its schedule to the OAG.

### 14. Duration

This Letter of Agreement shall become effective upon its execution and shall run concurrently with the Agreement; provided, however, that Paragraph 11 of this Letter Agreement shall remain in full force and effect unless and until revised in a future written agreement between the Company and the Association irrespective of whether the Company's pilots are engaged in a lawful primary strike under the Railway Labor Act, and the Company hereby waives any claim, right or privilege to change, breach or disregard Paragraph 11 under the Railway Labor Act or otherwise; and

Notwithstanding the foregoing, the Company may elect to terminate this Letter of Agreement if i) the Company decides to no longer apply the UA Code to flights operated by US Airways and USX Carriers, or ii) the Code Share Agreements are terminated. If this Letter of Agreement is terminated pursuant to this Paragraph, it shall become null and void and shall no longer run concurrently with the Agreement.

## **SCHEDULE 1**

Air Midwest Airlines, Inc.  
Allegheny Airlines, Inc.  
CCAIR, Inc.  
Chautauqua Airlines, Inc.  
Colgan Air, Inc.  
Mesa Airlines, Inc.  
Mid-Atlantic Airlines, Inc.  
Midway Airlines, Inc.  
Piedmont Airlines, Inc.  
PSA Airlines, Inc.  
Republic Airlines, Inc.  
Shuttle America, Inc.  
Trans States Airlines, Inc.

## **SCHEDULE 2**

Code Share and Regulatory Cooperation Agreement  
United Mileage Plus and US Airways Carrier Participation Agreement  
US Airways Dividend Miles Program and United Air Lines Carrier Participation Agreement  
Star Alliance Participation Agreement  
Passenger Prorate Agreement  
United Air Lines, Inc. and US Airways, Inc. Reciprocal Airport Lounge Agreement

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC

*LOA 18 Flight Instructors Beyond FAA Mandatory Retirement Age*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as the "Company") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the "Association").

WHEREAS, the parties have agreed to permit some Pilot Instructors/Evaluators to temporarily remain in their positions past the FAA mandatory retirement age,

NOW THEREFORE, the undersigned parties do hereby agree to the following:

1. Any person whose name appears on the Seniority List who exceeds the FAA mandatory retirement age shall be removed from such list on the effective date of the Agreement.
2. Anyone who was serving as a Continental Flight Instructor/Evaluator on October 1, 2010 ("Merger Closing Date") and who has already reached or will reach the FAA mandatory retirement age within the twelve (12) month period following the date of signing of the Agreement is eligible to continue as a Pilot Instructor/Evaluator at the IAH Training Center for twelve (12) months after the effective date of the Agreement.

Duration: This Letter of Agreement shall become effective on date of signing and remain in full force and effect until twelve (12) months after the effective date of the Agreement.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

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Captain Donald L. Moak  
President  
Air Line Pilots Association, International

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P. Douglas McKeen  
Senior Vice President  
Labor Relations

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Captain Jay Heppner  
Chairman  
UAL MEC

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Captain Jay Pierce  
Chairman  
CAL MEC

*LOA 19 Early Retirement Program*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

This Letter of Agreement (the “Early Retirement LOA”), is made and entered into in accordance with the Railway Labor Act between United Airlines, Inc. (the “Company”) and the Air Line Pilots in the service of the Company as represented by the Air Line Pilots Association, International (the “Association”),

Whereas, on or about July 17, 2010, the Company and the Association entered into a Transition and Process Agreement (the “TPA”) which, among other things, provides in Section 5 for the establishment of an Integrated Seniority List (“ISL”) for pilots, in accordance with the integration procedure set forth in the Protocol Agreement between the United Airlines and Continental Airlines Master Executive Councils and their respective Merger Representatives, Attachment B to the TPA (the “Protocol”); and

Whereas, the schedule for completion of the ISL process is tied to the date(s) the tentative agreement for a joint collective bargaining agreement between the Company and the Association is approved by the United Airlines and Continental Airlines Master Executive Councils; and

Whereas, the ISL procedure under the Protocol shall not be completed as of the date of signing of the joint collective bargaining agreement; and

Whereas, the Company and the Association have agreed that it would be mutually beneficial to the Company and to pilots to offer a program whereby pilots may elect, on a seniority basis, to retire prior to the legally-mandated retirement age and to receive certain payments in addition to the retirement benefits otherwise available;

Now, Therefore, it is hereby agreed:

1. The Company’s obligation hereunder shall be limited to offering early retirement opportunities, in the maximum aggregate amount of \$20 million, to pilots who are in Active Service on the effective date of the Agreement, and to offer those opportunities on the terms, and in accordance with the procedures, set forth in this Letter of Agreement. Accordingly, the Company shall offer early retirement opportunities, pursuant to the terms and procedures of this Letter of Agreement, until the aggregate expense reaches \$20 million

(or any remaining difference is insufficient to pay one additional benefit in the amount specified in Paragraph 2 of this Letter of Agreement).

2. The incentive payment to a Pilot who is awarded an early retirement bid shall be a single lump sum payment equal in the aggregate to twenty percent (20%) of the Pilot's hourly rate in effect on the date the bid closes under Paragraph 3 of this Letter of Agreement, multiplied by eighty-three (83) hours, multiplied by the number of months (not greater than sixty (60)) between the date the bid is awarded and the first day of the month following the month in which the Pilot's sixty-fifth (65<sup>th</sup>) birthday would occur.
3. Early retirement opportunities shall be offered for bid by the Company as soon as administratively practicable after the ISL has been established and implemented in accordance with the TPA and the Protocol. Pilots shall have at least sixty (60) days in which to consider the early retirement offer and decide whether or not to accept it. If the ISL has not been established and implemented as of 180 days after the date of signing of the Agreement, the Company and the Association shall meet and agree regarding such modifications to the bidding process and/or schedule of this Letter of Agreement, if any, as the parties deem necessary or appropriate under the circumstances.
4. Early retirement opportunities shall be offered for bid to all Active Pilots who are retirement eligible, and, except as provided herein, shall be awarded on the basis of system seniority as established by the ISL. For purposes of this Letter of Agreement, a Pilot shall be considered "Active" if he is on the Active Pilot payroll (including sick leave, but not including pilots on any other leave of absence, furlough or absence due to disability).
5. The Company shall have the right to defer the employment termination dates of pilots who are awarded early retirement bids for such time, not exceeding one year from the date on which a bid is awarded, as may be necessary to accommodate its reasonable manpower and training needs as well as to address the issues described in Paragraph 8 of this Letter of Agreement. In such case, the Pilot's lump sum entitlement under Paragraph 2 of this Letter of Agreement shall be determined as of the date the bid is awarded as if the entitlement was immediately payable, but the entitlement shall not actually be paid until the Pilot's deferred employment termination date. Where the Company elects to defer the employment termination dates of two (2) or more similarly-situated pilots (i.e., pilots in the same Category) by differing periods of time, the senior Pilot(s) shall have the right to choose which of the deferred employment termination dates he prefer(s). In the event a Pilot dies after being awarded a bid but before his deferred employment termination date has occurred, his early retirement opportunity shall be deemed to have lapsed and a payment shall be made in accordance with the formula under Paragraph 2 of this Letter of Agreement (calculated as of the date bids were originally awarded) to the most senior Pilot whose bid was unsuccessful who agrees to accept the early retirement opportunity following the death of the originally successful bidder. If no unsuccessful bidder accepts the opportunity, the opportunity shall be rebid and, if awarded, paid under Paragraph 2 of this Letter of Agreement as though the new bidder had been a successful bidder on the original bid.
6. The amount payable to the successful bidder under Paragraph 2 of this Letter of Agreement shall be paid in the following forms: a) sixteen percent (16%) of the amount calculated under

Paragraph 2 of this Letter of Agreement shall be contributed by the Company as an additional employer contribution on the Pilot’s behalf to the applicable defined contribution plan; b) ten percent (10%) of the amount calculated under Paragraph 2 of this Letter of Agreement shall be contributed as an additional employer contribution to the RHA VEBA on the Pilot’s behalf; and (c) the balance shall be paid to the Pilot in cash (subject to applicable withholding requirements).

- 7. Pilots who retire early pursuant to this Early Retirement LOA 19 shall be eligible for Retiree Medical Coverage under Section 24-F of the Agreement (Before-Medicare or After-Medicare as appropriate), for himself and his dependents, at the applicable Retiree Medical contribution rate.
- 8. For purposes of retirement benefits under the CARP, the CPRP, the CAL Pilots’ 401(k) Plan, the CAL Pilots’ DC Plan and the PDAP (and, the PRAP, if the defined contribution plans have been merged), the Pilot shall be deemed to have retired, and to be entitled to benefits as determined under the terms of the applicable plan, as of the date his employment actually terminates in accordance with this Early Retirement LOA. The Company shall monitor the effects of CPRP lump sum benefit payments to successful Early Retirement bidders on the liquidity of the CPRP. The Company shall take into account CPRP liquidity and the objective of avoiding a liquidity shortfall in determining the deferred termination dates of successful bidders, and, if necessary to avoid a liquidity shortfall resulting from successful Early Retirement bidders, shall provide additional funding to the CPRP.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

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P. Douglas McKeen  
Senior Vice President  
Labor Relations

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Captain Jay Heppner  
Chairman  
UAL MEC

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Captain Jay Pierce  
Chairman  
CAL MEC





*LOA 20 CRAF/AMC/AMC MEDEVAC*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as "the Company" or "United") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "the Association" or "ALPA").

It is mutually agreed and understood by the Company and the Air Line Pilots Association that the Company's Civil Reserve Air Fleet (CRAF) and Air Mobility Command (AMC) Operations shall be covered by the terms and conditions of the United Pilot Agreement (Agreement), except as specifically modified by this Letter of Agreement.

**1 – Definitions**

**1-A** The word "Agreement" when used in this Letter of Agreement means the United Pilot Agreement between United Airlines, Inc. and the Air Line Pilots in the service of United Airlines, Inc., as represented by the Air Line Pilots Association, International.

**1-B** The term "CRAF Operation" for the purpose of this Letter of Agreement means all flight operations conducted in accordance with the agreement between United Airlines and the Department of Defense but shall not include the Company's certificated service or commercial charter service or any other government operation.

**1-C** The term "AMC Operation" for the purpose of this Letter of Agreement means any Flight which is conducted in accordance with any contract made between United Airlines, Inc. and the Air Mobility Command into a non-conflict area.

**1-C-1** The term "Basic AMC Operation" means any Flight into a non-conflict area which is conducted in accordance with any contract made between United Airlines, Inc. and the Air Mobility Command that operates within the geographic area defined in Section 2-E of the Agreement.

**1-C-2** The term "Global AMC Operation" means any Flight into a non-conflict area which is

conducted in accordance with any contract made between United Airlines, Inc. and the Air Mobility Command that is not a Basic AMC Operation.

**1-D** The term "Critical AMC Operation" for the purpose of this Letter of Agreement means any Flight, regardless of the nature of payload transported, which is conducted in accordance with any contract made between United Airlines, Inc. and the Air Mobility Command into an area of the world where an armed conflict is occurring or has occurred within the prior thirty (30) days.

**1-E** "AMC Operation Base" is the Base or geographical location to which responsibility is assigned and Pilot vacancies are bid for the conduct of the Critical AMC Operations when the level of Critical AMC flying is planned to be 975 hours or more per Bid Period and is planned to exist for sixty (60) days or more.

## **2 - Civil Reserve Air Fleet**

### **2-A Compensation and Hourly Pay Computation**

**2-A-1** Pilots while assigned to the CRAF Operation shall be paid in accordance with the applicable rates of pay for the type of equipment flown as provided in Section 3 of the Agreement.

**2-A-2** In addition to the compensation specified in Paragraph 2-A-1 of this Letter of Agreement, pilots shall be paid the rate of Twelve Dollars and Fifty Cents (\$12.50) for each hour flown on a CRAF segment. This additional compensation applies to crew members working or deadheading on CRAF segments.

**2-A-3** "Actual pay hours" as defined in Section 3-C-3-b of the Agreement shall be used in computing the override pay as specified in Paragraph 2-A-2 of this Letter of Agreement.

### **2-B Expenses**

**2-B-1** Pilots when on a CRAF Operation shall be entitled to expense reimbursement under the provisions of Section 4 of the Agreement. Accommodations provided by the Company, where available, shall conform to the minimum standards set forth in Section 4 of the Agreement. In addition to the hourly expenses provided by Section 4-A-1 of the Agreement, Pilots in a CRAF operation shall receive international override as described in Section 3-I-1.

**2-B-2** Travel expenses for the Pilot while commuting to and from the Operation shall be allowed in accordance with this Letter of Agreement.

### **2-C Moving Expenses**

No Pilot shall be required to move to the location of the CRAF assignment unless the move is required by the government. No moving expenses shall be paid until a Pilot has completed ninety (90) days from the date of the CRAF vacancy. All moving shall be in accordance with Section 10 of the Agreement.

### **2-D Filling of Vacancies**

**2-D-1** Given the emergency nature of the CRAF Operation, the Company shall keep on file a currently effective Preference List which shall include, in order of seniority, all pilots desiring to fly the CRAF Operation. Each Pilot on the CRAF Preference List shall indicate whether he is

preferencing a Captain vacancy or a First Officer vacancy, and Equipment type. This List shall be kept up to date by preferencing on June 1st of every year. Any Pilot preferencing a CRAF assignment must be currently in Status in the Equipment type qualified. If the Company commits an entire Equipment to the CRAF Agreement, any vacancies posted for that Equipment shall be considered CRAF vacancies also. Any Pilot awarded an assignment under these circumstances shall be considered as having also been awarded a CRAF assignment. A Pilot may remove his name from the CRAF Preference List at any time by giving thirty (30) days written notification to his Flight Manager, except when such Pilot holds an assignment in an Equipment type which has been totally committed to the CRAF Operation.

**2-D-2** All Pilot vacancies in the Company's CRAF Operation shall be filled in accordance with system seniority provided such Pilot is Status and Equipment qualified. If there are insufficient bidders, the Company shall assign the most junior Status and Equipment qualified Pilot on the system.

**2-D-3** All CRAF vacancies shall be bulletined on a system-wide basis.

**2-D-4** A Pilot while assigned to the Company's CRAF Operation shall be permitted to bid on any vacancies. Every reasonable effort shall be made to advise all CRAF pilots of all bulletined vacancies.

**2-D-5** If there is a need to reduce the number of personnel in the CRAF Operation, the reduction shall be in reverse seniority order in the Status and Equipment affected at the Base where the reduction occurs, unless a more senior Pilot at the Base in the Status and Equipment affected volunteers to return to line flying duty for United Airlines, Inc. All pilots referred to in Paragraph 2-D-5 of this Letter of Agreement shall have the rights specified in Paragraph 2-D-7 of this Letter of Agreement.

**2-D-6** Notwithstanding Section 8 of the Agreement, a Pilot's assignment on the line flying operation shall not be considered as vacated and the assignment shall not be bid or filled for a period of ninety (90) days following the date of the award of his CRAF vacancy. If a Pilot is relieved of his CRAF assignment during this ninety (90) day period, the Pilot shall resume his last previously held line-flying assignment.

**2-D-7** A Pilot returning to line-flying duties shall have the rights specified in the applicable provisions of Section 8 of the Agreement, but shall not be entitled to a Company paid move unless the move is required by the government. In addition, pilots reduced in accordance with Paragraph 2-D-5 of this Letter of Agreement above may displace the most junior Pilot in any Status or Equipment at any CRAF Base provided the Pilot displacing is Status and Equipment qualified.

**2-D-8** A Pilot's initial assignment to the CRAF Operation shall be in accordance with system seniority of those pilots on the Preference List and shall be effective on the date which appears on the vacancy award.. Assignment to the CRAF Operation shall be made on the basis of the chronological order of the award dates.

**2-D-9** Any Pilot assigned or awarded a bid on the CRAF Operation must take up such assignment or bid on the date specified by the Company.

**2-D-10** Notwithstanding the provisions of Section 8-E of the Agreement, a Pilot from the line-flying operation may not displace a Pilot holding a CRAF assignment.

**2-D-11** During the period in which a Pilot has been released from his CRAF assignment and pending the exercise of his displacement rights as provided in this Letter of Agreement, he shall, notwithstanding the provisions of Section 8-E of the Agreement, take up duties of Captain or First Officer at the United Airlines, Inc. Base having his equipment type nearest to his CRAF assignment Base or his residence.

**2-D-12** A Pilot's release from assignment to the Company's CRAF Operation shall be effective on the date he is assigned to the line-flying operation, which shall be after a reasonable rest period after his last Trip of not less than two (2) days. Such rest period shall be exclusive of travel time required to return to the Pilot's Base.

**2-D-13 Individual CRAF Trips**

**2-D-13-a** CRAF Trips Starting with a Deadhead

If the Company decides not to fill CRAF vacancies as per Paragraphs 2-D-2 thru 2-D-12 of this Letter of Agreement, the Company shall post all CRAF Trips which start with a deadhead segment in a separate open-Trip file.

**2-D-13-b** CRAF Trips starting with a deadhead shall be available for Trip Trade or aggressive reserve pick up by any Pilot from any Base within that Equipment, on a first come, first served basis provided that the Pilot can be positioned to fly the CRAF Trip, and provided that assigning the CRAF Trip shall not result in an assignment made under Section 20-H-6 or senior manning at the Pilot's Base.

**2-D-13-c** CRAF Trip Assignments

Whenever the company assigns individual CRAF Trips to pilots (when the assignment window opens) it shall do so in the following order:

**2-D-13-c-(1)** To a Reserve who is available for the assignment and has volunteered to perform CRAF flying,

**2-D-13-c-(2)** To a Reserve who is on a day off (and who is willing to move his day off) and has volunteered to perform CRAF flying,

**2-D-13-c-(3)** To a Lineholder who has volunteered to perform CRAF flying (and who is willing to trade his scheduled Trip for a CRAF Trip),

**2-D-13-c-(4)** To a Reserve who has not volunteered to perform CRAF flying who shall be advised that the Trip is a CRAF assignment. In this event the Reserve may refuse the assignment due to the military nature of the Trip and shall be bypassed for that assignment with no indication,

**2-D-13-c-(5)** To an out-of-Base Pilot who has volunteered to perform CRAF,

**2-D-13-c-(6)** To a Pilot in accordance with the provisions of Section 20-H-5 who has volunteered to perform CRAF flying.

**2-D-13-d** Notice of Flight Assignments

**2-D-13-d-(1)** Due to the potential short notice for assignments to CRAF Trips, the Company may construct CRAF Trips to position crews to fly CRAF Trips. These Trips shall not contain actual CRAF flights. However, CRAF flights may be added pursuant to Paragraph 2-D-13-d-(2). These Trips shall not be constructed, nor shall they exceed in the actual operation, five (5) days in duration, including the legs to accomplish the positioning.

**2-D-13-d-(2)** Whenever a Pilot is on one of the Trips specified in Paragraph 2-D-13-d-(1), such Pilot(s) shall be given no less than twelve (12) hours' notice prior to the CRAF Flight assignment.

## **2-E Vacations**

### **2-E-1 Additional Vacation Credit**

Notwithstanding the provisions of Section 11 of the Agreement, a Pilot assigned to the Company's CRAF Operation shall receive one (1) day vacation credit for each ten (10) day block of work associated with CRAF flying. This ten (10) day measurement is inclusive of CRAF flying and adjacent days off. In determining the vacation credit of a Pilot who was assigned to the CRAF Operation, such days shall be in addition to the prorated vacation credit earned in accordance with Section 11 of the Agreement.

### **2-E-2 Vacation Cancellation/Changes**

Vacation may be cancelled in accordance with Section 11-F of the Agreement. In addition the following restrictions apply:

**2-E-2-a** Only those days affected by the actual CRAF Trip shall be cancelled.

**2-E-2-b** Vacation cancelled shall be subject to Section 11-F-8 of the Agreement.

## **2-F Benefits**

### **2-F-1 Continued Coverage.**

A Pilot assigned to the Company's CRAF Operation shall continue to be covered as an Active Pilot, provided the Pilot continues to make any required contributions, under all benefit programs covering active pilots under Section 22 and Section 24 of the Agreement as well as any Performance Incentive Program and Profit Sharing Plan covering pilots, subject to the following:

#### **2-F-1-a Compensation.**

Any such benefits that are based on compensation shall be based on the Pilot's compensation as defined in the applicable plan including compensation while assigned to the Company's CRAF Operation.

#### **2-F-1-b Exclusions and Limitations Waived.**

To the extent they are present in the Company's benefit programs, exclusions and limitations for war, terrorism, job-related injury and criminal acts, and any limitation on the amounts paid per accident, are waived for pilots while participating in any Operation conducted under the provisions of this Letter. Notwithstanding the foregoing, any

limitations for self-inflicted injury and for job-related injury in the medical and dental plan shall remain in effect.

## **2-F-2 Additional Benefits**

In addition to the benefits provided pursuant to Paragraph 2-F-1 of this Letter of Agreement, the following benefits are provided to a Pilot assigned to the Company's CRAF Operation:

### **2-F-2-a Death Benefit**

If a Pilot dies while assigned to the CRAF Operation, or as the result of an injury or illness incurred while assigned to the CRAF Operation, the Company shall pay or cause to be paid, subject to the conditions of Paragraph 2-F-2-c of this Letter of Agreement, \$150,000.00 to the same beneficiary(ies), and in the order and manner as the Pilot's beneficiary(ies) under the Company Paid Life benefit program. Such death benefit shall be paid in a lump sum.

### **2-F-2-b Special Hazard Insurance**

In lieu of the death benefit described in Paragraph 2-F-2-a of this Letter of Agreement, if a Pilot becomes permanently totally disabled as the result of an injury or illness incurred while assigned to the CRAF Operation, the Company shall pay or cause to be paid, subject to the conditions of Paragraph 2-F-2-c of this Letter of Agreement, compensation in the sum of \$150,000.00. Such compensation shall be paid in a lump sum. The loss of, or the loss of use of, both hands, or both arms, or both feet, or both legs, or both eyes, or any two thereof, shall constitute permanent total disability for the purpose of Paragraph 2-F-2-b of this Letter of Agreement. In all other cases under Paragraph 2-F-2-b of this Letter of Agreement, permanent total disability shall be determined on a case-by-case basis.

### **2-F-2-c General Conditions**

The Death Benefit described in Paragraph 2-F-2-a of this Letter of Agreement and the Permanent Total Disability Benefit described in Paragraph 2-F-2-b of this Letter of Agreement are intended to apply to pilots while assigned to the CRAF Operation as follows:

**2-F-2-c-(1)** When outside the continental United States in connection with or as a result of a CRAF Operation, regardless of whether they are actually engaged in active duty at the time of death or injury.

**2-F-2-c-(2)** When within the continental United States, only if they are actually engaged in the course of employment at the time of death or injury.

## **2-F-3 Personal Life Insurance Protection**

The Company shall protect a Pilot from any reduction in his personal life insurance benefits which may result from his assignment to CRAF Operations up to a maximum of \$1,000,000 of total personal life insurance coverage.

## **2-F-4 Worker's Compensation Benefits**

The Worker's Compensation Benefits provided in Section 15 of the Agreement shall be provided for all pilots assigned to the Company's CRAF Operation. All amounts paid under Section 15 of the Agreement shall be in addition to any amounts paid under Paragraph 2-F-2 of this Letter of Agreement.

**2-G CRAF: Missing, Internment, Prisoner of War-Benefits**

**2-G-1** A Pilot engaged in the CRAF Operation who is interned or taken prisoner of war by a foreign government shall be entitled to compensation at the salary as specified in Paragraph 2 of this Letter of Agreement for the periods during which he is interned or held prisoner of war; provided, however, if the Company does not know whether a Pilot is alive or dead, compensation in such amounts shall be allowed for a period of twelve (12) months after the Pilot was last known to the Company to have been interned or held prisoner of war.

**2-G-2** If after this twelve (12) month period it has still not been established whether the Pilot is alive or dead, the Pilot shall continue to receive compensation at the salary as specified in Paragraph 2 Paragraph 2 of this Letter of Agreement until death is established or until there is a sufficient presumption of death to permit payment of the death benefit provided in Paragraph 2-G of this Letter of Agreement.

**2-G-3** If the Pilot is later found to be alive, he shall receive retroactively the difference in pay between the total compensation (including death benefit) paid by the Company under this Section and the monthly amounts which would have been paid under Paragraph 2-G-1 of this Letter of Agreement and such monthly pay shall be resumed for the duration of internment or imprisonment.

**2-G-4** If a Pilot engaged in the CRAF Operation becomes missing he shall be allowed compensation at the salary as specified in Paragraph 2 of this Letter of Agreement for a period of twelve (12) months after disappearance or until such date as death is established, whichever first occurs. If upon the expiration of the twelve (12) month period, any such Pilot who is still missing, or if prior to that time his death is established, the Company shall pay the death benefit provided for in Paragraph 2-G of this Letter of Agreement.

**2-G-5** The monthly compensation under Paragraph 2-G of this Letter of Agreement for a Pilot interned, held prisoner of war, or missing shall be paid by the Company in accordance with written directions from the Pilot. Each Pilot employed in or assigned to the Company's CRAF Operation shall execute and deliver to the Company prior to such employment or assignment a written direction in the form set forth in Section 16 of the Agreement.

**2-G-6** Payments to a Pilot under Paragraph 2 of this Letter of Agreement which are not covered by a written direction as above required shall be paid to the legal representative of his estate if he dies.

**2-G-7** The monthly compensation under Paragraph 2-G of this Letter of Agreement shall be in lieu of all compensation provided for by any law in respect to persons interned, held prisoner of war or missing and shall also be in lieu of all salary, expenses and subsistence during the period in which a Pilot is interned, held prisoner of war or missing.

**2-G-8** Pilots shall maintain and continue to accrue longevity during periods in which they are

interned, held prisoner of war or missing.

## **2-H CRAF: Miscellaneous**

**2-H-1** Rules governing hours of service during the first thirty (30) days of the CRAF Operation shall be those specified in the applicable FAR's. As soon as feasible thereafter, but not later than two (2) complete Bid Periods inclusive of the initial (30) days, the hours of service as specified in the Agreement shall apply.

**2-H-2** The assignment of all pilots to this Operation shall be in writing to the Pilot.

**2-H-3** Pilots shall continue to fly any CRAF Flight deemed essential to the national defense provided such flights are solely military in nature and carry cargo composed entirely of military requirements even if at the time such military flights are necessary the pilots have withdrawn their airline service for any reason.

**2-H-3-a** To assure the movement of a particular Flight under such circumstances, the Association shall require certification by an appropriate Company official designated by the Company that such Flight is in accordance with the specifications set forth in Paragraph 2-H-3 of this Letter of Agreement. This certification shall be provided prior to movement of the Flight where feasible or, where not feasible, promptly thereafter.

**2-H-3-b** Pilots who fly such military traffic shall not lose any benefits accruing to other pilots which they would otherwise have received upon settlement of an unresolved labor dispute.

## **2-I Scheduled Duty Time and Staffing**

**2-I-1** Staffing on duty periods scheduled between twelve (12) and eighteen (18) hours shall be no less than one (1) Captain and three (3) First Officers, two (2) Captains and two (2) First Officers, or three (3) Captains and one (1) First Officer.

**2-I-2** Staffing on multiple segment duty periods scheduled between eighteen (18) and twenty-four (24) hours shall be no less than two (2) Captains and three (3) First Officers or three (3) Captains and two (2) First Officers.

**2-I-3** In no case shall CRAF duty periods be scheduled for more than twenty-four (24) hours.

**2-I-4** Management pilots may be assigned CRAF Trips when the assignment window opens.

**2-I-5** In the Bid Period in which a Pilot flies a CRAF Trip, the Bid Period limitations on flight time may be increased up to 100 actual block hours on a Bid Period by Bid Period basis based on a demonstrated need. The Company shall provide the ALPA SSC Chairman with the documentation necessary to show insufficient Pilot availability remains to complete the remaining CRAF flying for the month. If there is disagreement regarding the need for relief, the issue shall be resolved between the MEC Chairman and the Senior Vice President of Flight Operations.

## **3 - Air Mobility Command (AMC)**

### **3-A Compensation and Hourly Pay Computation**

**3-A-1** Pilots while assigned to the AMC Operation shall be paid in accordance with the



applicable rates of pay for the type of equipment flown as provided in Section 3 of the Agreement.

**3-A-2** In addition to the compensation specified in Paragraph 3-A-1 of this Letter of Agreement, pilots shall be paid the rate of twelve dollars and fifty cents (\$12.50) for each hour flown on an AMC segment. This additional compensation applies to crewmembers working or deadheading on AMC segments.

**3-A-3** "Actual pay hours" as defined in Section 3-C-3-b of the Agreement shall be used in computing the override pay as specified in Paragraph 3-A-2 of this Letter of Agreement for flying performed on the AMC Operation.

### **3-B Expenses**

**3-B-1** Pilots on an AMC Operation shall be entitled to expense reimbursement under the provisions of Section 4 of the Agreement. Accommodations provided by the Company, where available, shall conform to the minimum standards set forth in Section 4 of the Agreement. In addition to the hourly expenses provided by Section 4-A-1 of the Agreement, pilots on an AMC operation shall receive international override as described in Section 3-I-1 of the Agreement.

**3-B-2** In addition to the expenses provided in Paragraph 3-B-1 of this Letter of Agreement, pilots on an AMC Operation shall be provided necessary lodging and related ground transportation; or, when not furnished by the Company, shall be reimbursed for reasonable, actual expenses incurred for lodging and ground transportation.

#### **3-B-3 Transportation**

**3-B-3-a** Transportation to and from a Pilot's Base to the point of departure of the AMC Trip shall be furnished by the Company. Transportation over the Company's routes shall be in accordance with Section 5-C of the Agreement.

**3-B-3-b** Notwithstanding Section 5-C-4 of the Agreement, transportation of the Pilot on any airline other than United shall be by First Class accommodations if domestic, or Business Class accommodations if international, when available.

**3-B-4** Should isolated cases of unusual expenses be encountered by a Pilot that the expense allowance shall not normally cover and which were not contemplated by the provisions of this Letter of Agreement, the Company shall reimburse the Pilot for such expenses upon receipt of a documented Company expense form.

**3-B-5** If a Critical AMC Operation Base is established, travel expenses for the Pilot while commuting to and from the operation shall be allowed.

### **3-C Filling of Vacancies**

#### **3-C-1 Bidding Of Critical AMC Vacancies**

**3-C-1-a** All Pilot vacancies on the Company's Critical AMC Operation shall be bulletined at all Bases as far in advance as possible, but not later than thirty (30) days after such vacancy exists. If at the time of advertising a Critical AMC vacancy, the Company plans to

advertise a line-flying vacancy in the same status and equipment type as the Critical AMC vacancy and with an advertised effective date the same as or prior to the Critical AMC vacancy, the line-flying vacancy shall be advertised and awarded prior to the awarding of the Critical AMC vacancy.

**3-C-1-b** Vacancy bulletins for Critical AMC assignments shall state the number and status of vacancies to be filled; the anticipated effective date of the assignment; the equipment type involved; the Critical AMC Operation Base; the anticipated general area of operation; and a reasonable deadline date, not less than ten (10) days, after which bids shall not be considered.

**3-C-1-c** All Critical AMC vacancies shall be filled in accordance with system seniority from among eligible bidders as stipulated in Paragraph 3-C-6 of this Letter of Agreement.

### **3-C-2 Eligibility To Be Awarded Critical AMC Vacancies**

A Pilot's eligibility to be awarded a Critical AMC vacancy shall be subject to the following conditions:

**3-C-2-a** He must be currently flying in the Status and Equipment type of the Critical AMC assignment at the time of the closing of the Critical AMC vacancy bulletin, or

**3-C-2-b** He must have been awarded a line-flying vacancy in the Status and Equipment type of the Critical AMC vacancy which had an advertised effective date the same as or prior to the advertised effective date of the Critical AMC assignment.

**3-C-3** Any Pilot assigned to the Critical AMC Operation may bid and be awarded a line-flying vacancy under the provisions of the Agreement and shall be considered to have vacated his former line-flying assignment at the time the flying for such awarded assignment commences. Such Pilot shall not be required to occupy his new line-flying assignment until he vacates his Critical AMC assignment, unless such new assignment involves a change in Status or Equipment type in which case he shall be required to occupy such new Base assignment.

**3-C-4** Whenever a Pilot for any reason vacates his Critical AMC assignment, he shall return to his current line-flying assignment.

**3-C-5** Section 8-E of the Agreement shall not apply to pilots in the Critical AMC Operation in the event of a reduction in the number of assignments on Critical AMC. In the event of a reduction of line-flying assignments affecting a Critical AMC Pilot's line-flying assignment, Section 8-E of the Agreement shall apply. Notwithstanding Section 8-E of the Agreement, a line-flying Pilot who loses his assignment shall not be permitted to displace into the Critical AMC Operation.

### **3-C-6 Vacating Assignments**

**3-C-6-a** A Pilot may vacate an assignment on the Critical AMC Operation by giving notice in writing to the Company of his desire to return to his line-flying assignment. The Company shall release such Pilot as soon as possible but in any event he shall be returned to his line-flying assignment on the first day of the Bid Period following the completion of sixty (60) days from the date of receipt by the Company of the Pilot's request for release.

**3-C-6-b** A Pilot who has vacated his Critical AMC assignment under the provisions of Paragraph 3-C-6-a of this Letter of Agreement may not be awarded a Critical AMC assignment for a period of six (6) months following the date of his release from such Critical AMC assignment, except that a Pilot who has vacated his Critical AMC assignment to take up a new line-flying assignment involving a change in status, as provided in Paragraph 3-C-3 of this Letter of Agreement, who is subsequently reduced from such assignment and displaces into Critical AMC equipment type shall, notwithstanding said six (6) months restriction, be eligible to bid a Critical AMC vacancy.

**3-C-7** When at the request of a Pilot the Company determines that unusual conditions exist concerning his assignment to the Critical AMC Operation, the Pilot shall be allowed to return to his line-flying assignment within thirty (30) days of the acknowledgement of the unusual condition.

**3-C-8 Standby Assignments To Critical AMC Operation**

**3-C-8-a** In addition to the number of Pilot assignments provided for under the provisions of Paragraphs 3-C-1 and 3-C-2 of this Letter of Agreement, the Company shall advertise and award Critical AMC standby assignments in each Pilot status to the extent necessary to provide adequate coverage of increases in the monthly level of flying on the Critical AMC Operation.

**3-C-8-b** A Pilot who holds a standby assignment shall acquire the necessary overwater and immunization qualification to be available for short notice assignment to the Critical AMC Operation. A Pilot holding a standby assignment shall continue to serve in his normal assignment in the line-flying operation until such time as he is moved into the Critical AMC Operation to alleviate a temporary need expected to exist for less than sixty (60) days in the Pilot Status in which he holds a standby assignment.

**3-C-8-c** Pilots holding a standby assignment, when needed to fill a temporary requirement shall be assigned to the Critical AMC Operation in order of seniority among those pilots holding standby assignments in each Pilot Status. Upon termination of the temporary need on the Critical AMC Operation, pilots holding standby assignments shall be released from the Critical AMC Operation in reverse order of seniority and shall return to their normal line-flying assignment and critical AMC standby assignment.

**3-C-8-d** Pilots holding a standby assignment who are assigned to the Critical AMC Operation for all or part of the Bid Period shall be required to state their preference under the provisions of Section 20 of the Agreement in their line-flying assignment for the following Bid Period. If more than one (1) standby Pilot is assigned to the Critical AMC Operation for a portion of a given Bid Period, such standby pilots shall be assigned available lines of flying in accordance with their seniority and preference after all pilots holding regular Critical AMC assignments have been awarded their schedule preference.

**3-C-8-e** A standby Pilot assigned to fly a Critical AMC Operation Trip shall, upon completion of his assignment and return to his Base, be entitled to not less than two (2) days off if his line-flying schedule does not provide such days off. If providing such two (2) days off does not provide him with the minimum days off for the Bid Period, the

additional days off to provide such minimum shall be added to the two (2) days off period. A Critical AMC standby Pilot shall be considered unavailable for assignment to the Critical AMC Operation Trip if such assignment occurs at a time which precludes providing him with the required minimum days off in the Bid Period involved.

**3-C-8-f** A Critical AMC standby Pilot may vacate such assignment in the same manner as provided in Paragraphs 3-C-3 and 3-C-7 of this Letter of Agreement.

**3-C-8-g** A Critical AMC standby Pilot shall vacate such assignment whenever he is activated in a line-flying assignment involving a different status or equipment type than that of his Critical AMC standby assignment.

**3-C-9** It is mutually agreed that regular and standby vacancies for Critical AMC Pilots shall be posted for bid and award at the Critical AMC Operation Base(s) as designated by the Company. Such bidding and awarding, including the determination of the level of regular Critical AMC vacancies, shall be in accordance with the provisions of Paragraph 3-C of this Letter of Agreement. It is understood that Critical AMC standby vacancies may be bid prior to the time that regular vacancies are required to be bid in accordance with Paragraph 3-C of this Letter of Agreement and that a Pilot may hold more than one Critical AMC Operation Base standby vacancy at the same time.

**3-C-10** In the event there is a reduction in the number of Critical AMC assignments, the Company shall give not less than thirty (30) days notice to the affected pilots and they shall return to their line-flying assignment, in inverse order of seniority.

**3-C-11** Critical AMC flying, if planned for 975 hours per Bid Period or more, and if planned to exist for sixty (60) days or more shall be flown by a AMC Operation Base as defined in Paragraph 1-E of this Letter of Agreement, provided at least ninety (90) days notice is available to the Company.

**3-C-12 Individual AMC Trips**

This Paragraph 3-C-12 shall not apply to AMC Trips flown by Guam based Pilots.

**3-C-12-a AMC Trips starting with a Deadhead**

If the level of Critical AMC flying does not meet the requirement of Paragraph 1-E of this Letter of Agreement and the Company decides not to fill AMC vacancies as per Paragraphs 3-C-1 thru 3-C-11 of this Letter of Agreement, the Company shall post all AMC Trips which start with a deadhead segment in a separate open-Trip file.

**3-C-12-b** AMC Trips starting with a deadhead shall be available for Trip trade or aggressive reserve pick up by any Pilot from any Base within that Equipment, on a first-come, first-serve basis provided that the Pilot can be positioned to fly the AMC Trip, and provided that assigning the AMC Trip shall not result in an assignment made under Section 20-H-6 of the Agreement or senior manning at the Pilot's Base.

**3-C-12-c AMC Trip Assignments**

Whenever the Company assigns individual AMC Trips to pilots (when the assignment window opens) it shall do so in the following order:

**3-C-12-c-(1)** To a Reserve who is available for the assignment and volunteers to perform AMC flying.

**3-C-12-c-(2)** To a Reserve who is on a day off (and is willing to move his day off) and volunteers to perform AMC flying.

**3-C-12-c-(3)** To a Lineholder who volunteers to perform AMC flying (and who is willing to trade his scheduled Trip for an AMC Trip).

**3-C-12-c-(4)** A Reserve who does not volunteer to perform Critical AMC flying may refuse the assignment due to the military nature of the Trip and shall be bypassed for that assignment with no indication.

**3-C-12-c-(5)** To an out-of-Base Pilot who has volunteered to perform AMC flying.

**3-C-12-c-(6)** To a Pilot in accordance with the provisions of Section 20-H-5 of the Agreement who has volunteered to perform AMC flying.

### **3-C-12-d** Notice of Flight Assignments

**3-C-12-d-(1)** Due to the potential short notice for assignments to AMC Trips, the Company may construct AMC Trips to position crews to fly AMC Trips. These Trips shall not contain actual AMC flights. However, AMC flights may be added pursuant to Paragraph 3-C-12-d-(2) of this Letter of Agreement. These Trips shall not be constructed, nor shall they exceed in the actual operation, five (5) days in duration including the legs to accomplish the positioning.

**3-C-12-d-(2)** Whenever a Pilot is on one of the Trips specified in Paragraph 3-C-12-d-(1) of this Letter of Agreement, such Pilot(s) shall be given no less than twelve (12) hours notice prior to the AMC Flight assignment.

**3-C-13** Due to the operational problems associated with the AMC Operation, such flights are considered Charter operations pursuant to Section 5 of the Agreement.

**3-C-14** AMC Trips covered by this Letter of Agreement shall be assigned under the provisions of Paragraph 3-C-12-c of this Letter of Agreement.

### **3-D** Vacations

#### **3-D-1** Vacation Cancellation/Changes

Vacation may be cancelled in accordance with Section 11-F of the Agreement. In addition the following restrictions would apply:

**3-D-1-a** Only those days affected by the actual AMC Trip may be cancelled/changed.

**3-D-1-b** Vacation cancelled shall be subject to Section 11-F-8 of the Agreement.

### **3-E** Benefits

#### **3-E-1** Continued Coverage.

A Pilot assigned to the Company's AMC Operation shall continue to be covered as an active employee for all benefit programs covering Active Pilots under Section 22 and Section 24 of

the Agreement provided the Pilot continues to make any required contributions, as well as the Performance Incentive Program and Profit Sharing Plan covering pilots, subject to the following:

**3-E-1-a Compensation.**

Any such benefits that are based on compensation shall be based on the Pilot's compensation as defined in the applicable plan including compensation while assigned to the Company's AMC Operation.

**3-E-1-b Exclusions and Limitations Waived.**

To the extent they are present in the Company's benefit programs, exclusions and limitations for war, terrorism, job-related injury and criminal acts, and any limitation on the amounts paid per accident, are waived for pilots while participating in any Operation conducted under the provisions of this Letter. Notwithstanding the foregoing, any limitations for self-inflicted injury and for job-related injury in the medical and dental plan shall remain in effect.

**3-E-2 Additional Benefits.**

The following benefits are provided to a Pilot assigned to the Company's AMC Operation in addition to the benefits provided pursuant to Paragraph 3-E-1 of this Letter of Agreement.

**3-E-2-a Death Benefit**

If a Pilot dies while assigned to the AMC Operation, or as a result of injury or illness incurred while assigned to the AMC Operation, the Company shall pay or cause to be paid, subject to the conditions of Paragraph 3-E-2-c of this Letter of Agreement, \$150,000.00 to the same beneficiary(ies), and in the order and manner as the Pilot's beneficiary(ies) under the Company Paid Life benefit program. Such death benefit shall be paid in a lump sum.

**3-E-2-b Special Hazard Insurance**

In lieu of the death benefit described in Paragraph 3-E-2-a of this Letter of Agreement, in the event of the permanent total disability of a Pilot resulting from injury or illness incurred while assigned to the AMC Operation, the Company shall pay or cause to be paid, subject to the conditions of Paragraph 3-E-2-c of this Letter of Agreement, compensation in the sum of \$150,000.00. Such compensation shall be paid in a lump sum. The loss of, or the loss of use of, both hands, or both arms, or both feet, or both legs, or both eyes, or any two thereof, shall constitute permanent total disability for the purpose of Paragraph 3-E-2-b of this Letter of Agreement. In all other cases under Paragraph 3-E-2-b of this Letter of Agreement, permanent total disability shall be determined on a case-by-case basis.

**3-E-2-c General Conditions**

The Death Benefit described in Paragraph 3-E-2-a of this Letter of Agreement and the Special Hazard Insurance described in Paragraph 3-E-2-b of this Letter of Agreement are intended to apply to pilots while assigned to the AMC Operation, as follows:

**3-E-2-c-(1)** When outside the continental United States on an AMC Operation, irrespective of whether they are actually engaged in active duty at the time of death or injury.

**3-E-2-c-(2)** When within the continental United States only if they are actually engaged in the course of employment at the time of death or injury.

**3-E-2-d** Personal Life Insurance Protection.

The Company shall indemnify a Pilot against any reduction in his personal life insurance benefits which may result from his assignment to AMC Operations up to a maximum of \$1,000,000 of total personal life insurance coverage.

**3-E-3** Worker's Compensation Benefits.

The Worker's Compensation Benefits provided for pilots in Section 15 of the Agreement shall be provided for all pilots assigned to the Company's AMC Operation and all amounts paid under such Section of the Agreement shall be in addition to any amounts paid under Paragraph 3-E-2 of this Letter of Agreement.

**3-F** AMC: Missing, Internment, Prisoner of War-Benefits

**3-F-1** A Pilot engaged in the AMC Operation who is interned or taken prisoner of war by a foreign government shall be entitled to compensation at the salary as specified in Paragraph 3-A of this Letter of Agreement for the periods during which he is interned or held prisoner of war; provided, however, that in the absence of knowledge on the part of the Company as to whether a Pilot is alive or dead, compensation in such amounts shall be allowed for a period of twelve (12) months after such Pilot was last known to the Company to have been interned or held prisoner of war.

**3-F-2** When after twelve (12) months it has still not been established whether the Pilot is alive or dead, the Pilot shall be allowed compensation at the salary as specified in Paragraph 3-A of this Letter of Agreement until death is established or until there is a sufficient presumption of death to permit payment of the death benefit provided in Paragraph 3-E-2-a of this Letter of Agreement.

**3-F-3** In the event the Pilot is later found to be alive, he shall receive retroactively the difference in pay between the total compensation (including death benefit) paid by the Company under Paragraph 3-F of this Letter of Agreement and the monthly amounts which would have been paid under Paragraph 3-F-1 of this Letter of Agreement and his monthly pay shall resume for the duration of internment or imprisonment.

**3-F-4** A Pilot engaged in the AMC Operation who becomes missing shall be allowed compensation at the salary as specified in Paragraph 3-A of this Letter of Agreement for a period of twelve (12) months after his disappearance or until such date as his death is established, whichever first occurs. If the Pilot is still missing after twelve (12) months, or if prior to that time his death is established, the Company shall pay the death benefit provided for in Paragraph 3-E-2-a of this Letter of Agreement.

**3-F-5** The monthly compensation allowable under Paragraph 3-F of this Letter of Agreement

to pilots interned, held prisoner of war, or missing shall be credited to such Pilot on the books of the Company and shall be disbursed by the Company in accordance with written directions from the Pilot. Each Pilot assigned to an AMC Operation shall execute and deliver to the Company prior to such assignment a written direction in the form set forth in Section 16 of the Agreement.

**3-F-6** Any payments due to any Pilot under Paragraph 3-F of this Letter of Agreement which are not covered by a written direction as above required shall be held by the Company for the Pilot and if the Pilot dies shall be paid to the legal representative of his estate.

**3-F-7** The monthly compensation allowable under Paragraph 3-F of this Letter of Agreement shall be in lieu of all compensation provided for by any law in respect to persons interned, held prisoner of war or missing and shall also be in lieu of all salary, expenses and subsistence during the period in which a Pilot is interned, held prisoner of war or missing.

**3-F-8** Pilots shall maintain and continue to accrue seniority and longevity for pay purposes during periods in which they are interned, held prisoner of war or missing.

### **3-G AMC: Miscellaneous**

**3-G-1** Other than as specifically provided or modified in this Letter of Agreement, the provisions of the Basic Agreement shall apply.

**3-G-2** In the event the AMC Operation requires passports and inoculations for pilots, any actual necessary expenses shall be borne by the Company. Inoculations shall be given at Company designated places.

**3-G-3** Pilots shall continue to fly any AMC Flight deemed necessary to the national defense provided such flights are solely military in nature and carry cargo composed entirely of military requirements even if at the time such military flights are necessary the pilots have withdrawn their airline service for any reason.

**3-G-3-a** To assure the movement of a particular Flight under these circumstances, a Company official shall certify that the Flight is in accordance with the specifications set forth in Paragraph 3-G-3 of this Letter of Agreement. This certification shall be provided prior to movement of the Flight where feasible or, where not feasible, promptly thereafter.

**3-G-3-b** Pilots who fly such military traffic shall not lose any benefits accruing to other pilots which they would otherwise have received upon settlement of an unresolved labor dispute.

### **3-H Scheduled Duty Time And Staffing**

**3-H-1** Staffing on duty periods scheduled between twelve (12) and eighteen (18) hours shall be no less than one (1) Captain and three (3) First Officers, two (2) Captains and two (2) First Officers, or three (3) Captains and one (1) First Officer.

**3-H-2** Staffing on multiple segment duty periods scheduled between eighteen (18) and twenty-four (24) hours shall be no less than two (2) Captains and three (3) First Officers or three (3) Captains and two (2) First Officers.



**3-H-3** In no case shall AMC duty periods be scheduled for more than twenty-four (24) hours.

**3-H-4** Management pilots may be assigned AMC Trips when the assignment window opens.

**3-H-5** For individual pilots who fly an AMC Trip in that Bid Period, the Bid Period limitations on flight time may be increased up to 100 actual block hours on a Bid Period by Bid Period basis based on a demonstrated need. In order to demonstrate this need, the Company agrees to provide the SSC with the documentation necessary to show insufficient Pilot availability remains to complete the remaining AMC flying for the month. If there is a disagreement regarding the demonstrated need for relief, the issue shall be resolved between the MEC Chairman and the Senior Vice President of Flight Operations.

**4 - AMC Medical Evacuation Flights (AMC Medevac)**

**4-A** The Company shall provide reserve supplemental MEDEVAC (Medical Evacuation Flights) airlift support using reconfigured B767 aircraft under the following conditions:

**4-A-1** All provisions of Paragraph 3 of this Letter of Agreement shall apply with the following exceptions:

**4-A-1-a** Flights shall be limited to single augmentation flight and duty rules, and

**4-A-1-b** All assignments to MEDEVAC flights shall be strictly voluntary, and

**4-A-1-c** All references to AMC in the AMC LOA shall be understood to refer to AMC MEDEVAC, and

**4-A-1-d** All MEDEVAC pairings shall be identified as such.

**4-A-2** Rest facilities:

**4-A-2-a** There shall be two (2) international business class seats located just aft of the mid galley and blocked for the exclusive use of the pilots;

**4-A-2-b** The designated seats shall be equipped with a privacy curtain that encloses the rest facility. At least one (1) seat shall have a fully functional recline mode and a fully functional footrest.

**5 - Duration**

This Letter of Agreement shall become effective on the date of signing and shall remain in full force and effect and shall run concurrently with the current Agreement.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC

*LOA 21 Association Business*

LETTER OF AGREEMENT  
between  
UNITED AIRLINES, INC.  
and  
THE AIR LINE PILOTS  
in the service of  
UNITED AIRLINES, INC.  
as represented by the  
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

This Letter of Agreement, made and entered into in accordance with the Railway Labor Act between United Airlines, Inc. (the “Company”) and the Air Line Pilots in the service of the Company as represented by the Air Line Pilots Association, International (the “Association”),

Whereas, the Company and the Association have entered into a Joint Collective Bargaining Agreement (the “Agreement”), effective as therein provided (the “effective date of the Agreement”); and

Whereas, the Company and the Association have further agreed to certain additional provisions applicable to Pilots engaged in Association business;

Now, Therefore, it is hereby agreed:

**A Association Leaves of Absence**

**A-1 Full-Time Elected or Appointed Association Position**

If requested by the Pilot, a Pilot shall be granted an Association Leave of Absence (“ALA”) to accept a full-time elected or appointed position with or for the Association (whether with the International Association or the UAL MEC). A full-time position, for purposes of this paragraph is defined as working one or more complete Bid Periods for the Association.

**A-2 Aviation-Related Governmental Position or Elected Member of Congress**

A Pilot shall be granted an ALA to staff an executive position with any agency or branch of the Federal Government directly connected with aviation; e.g., FAA, DOT, or Congressional Staff, or to serve as an elected member of the United States Congress (either as a Senator or Representative).

**A-3 Ineligibility of Pilot Accepting Permanent Association Staff Position**

A Pilot who accepts a permanent staff position with either the MEC or ALPA International shall not be eligible for an ALA.

**B Trip Loss**

**B-1 Scheduling****B-1-a Negotiating Committee Members**

At the request of the MEC Treasurer, the Pilot members of the Association Negotiating Committee shall be removed from their schedules.

**B-1-b Members of Other Committees**

When required to attend formal meetings with the Company in their capacity as MEC Committee Members, and at the request of the MEC Treasurer, the Pilot members of the System Schedule Committee, the Central Air Safety Committee, the Retirement and Insurance Committee, the Hotel Committee (not including hotel inspection), the HIMS HSC and BMCs, and the EVP shall be removed from their schedules in order to attend such meetings.

**B-1-c LEC Officers**

Any LEC Officer may request to be removed from his Trip(s) for the purpose of conducting Association business. His Chief Pilot will determine if FBO is possible, based upon the availability of management Pilots who have a need to perform such flying. Trips which are not covered by management Pilots on an FBO basis are subject to the existing procedure covering dropped Trips for Association business.

**B-1-d Other Association Absences**

Absences for Association business other than those referenced in Paragraphs B-1-a and B-1-b of this Letter of Agreement will be accommodated in accordance with Paragraphs B-2 and B-3 of this Letter of Agreement.

**B-2 Absences for Association Business Before Monthly Schedule Preferencing**

**B-2-a** All Association business shall be included in Monthly Schedule Preferencing whenever possible. The Association shall advise the Company of the absence no later than seventy-two (72) hours before the close of Monthly Schedule Preferencing for the Bid Period in which the absence will occur. If the time limit above is not met for requests involving Association Leaves encompassing a full Bid Period for individuals other than those listed in Paragraphs B-1-a and B-1-b of this Letter of Agreement; the granting of such absence shall not be guaranteed, but shall be granted if Pilot staffing requirements permit.

**B-2-b** For Monthly Schedule Preferencing, the Line Credit Value of an ALPA absence of five (5) days or more will be three (3) hours per day, and the Line Credit Value of an ALPA absence of less than five (5) days will be five (5) hours per day.

**B-3 Absences for Association Business After Monthly Schedule Preferencing**

The Association shall provide the Company with as much advance notice as is reasonably possible for absences whose need becomes known after Monthly Schedule Preferencing. Other than those absences listed in Paragraphs B-1-a and B-1-b of this Letter of Agreement; the granting of such absence shall not be guaranteed, but shall be granted if Pilot staffing requirements permit.

## C Flight Pay Loss

**C-1** The Company shall provide the Association a credit of \$250,000 per Bid Period to cover flight pay loss and other expenses related to conducting Association business. This credit shall not require the Association to provide receipts or justification.

**C-2** Each month the Company shall pay the compensation and benefits of Pilots for their time spent on Association Business, as directed by the Association. Such compensation shall be paid as Add Pay.

**C-3** Except as provided in Paragraph C-5 of this Letter of Agreement, the Compensation paid in accordance with Paragraph C-2 of this Letter of Agreement, plus the actual cost of payroll taxes, FICA, health insurance and other fringe benefits and payroll related expenses, shall be applied against the credit granted in Paragraph C-1 of this Letter of Agreement. Each January, the Company will furnish the MEC Treasurer with a statement of the fringe override percentage to be applied for the year, showing the component elements and the percentage for each.

**C-4** The Association shall be responsible to reimburse the Company on a monthly basis for any amount in Paragraph C-3 of this Letter of Agreement which exceeds the credit provided under Paragraph C-1 of this Letter of Agreement.

### **C-5 Ad Hoc Meetings Requested by Company**

The credit in Paragraph C-1 of this Letter of Agreement shall not be debited, nor shall the Company seek reimbursement as set forth in Paragraph C-3 of this Letter of Agreement, to cover flight pay loss incurred for ad hoc meetings held with the Association at the request of the Company.

## D Benefits

### **D-1 Pilot on ALA Treated As Active**

All benefits and accruals shall be continued as if a Pilot on ALA were in Active Service. The Association shall reimburse the Company for the cost of such benefits as provided in Paragraph C-3 of this Letter of Agreement.

### **D-2 Longevity**

A Pilot will retain and continue to accrue longevity while on ALA or other absences on Association business.

### **D-3 Termination of Employment**

If the Pilot's employment terminates while on ALA, the Pilot and his Dependents may continue current medical/dental/vision benefits pursuant to the Retiree Medical Plan if eligible, treating the absent Pilot as on active status, or pursuant to COBRA. In the event of the Pilot's death while on ALA, the Pilot's eligible survivors shall be entitled to all benefits provided under the Agreement to survivors of Pilots who die while in active status.

## E Passes

Pilots on ALA and their eligible family members will have travel privileges (for non-business travel) at their active employee pass classification and will continue to receive and be able to use vacation and buddy passes for the duration of the ALA.

**F Vacation for Association Officers**

**F-1 No Award of Vacation During Term of MEC Office**

The Company shall not award vacation periods to MEC Officers during their term in office with the understanding that it is each Officer’s responsibility to arrange for his own vacation. At the beginning of each vacation year, the Company shall provide MEC Officers notification of their responsibilities pursuant to this Paragraph.

**F-2 Return to Flying Upon Expiration of Term of Office**

Upon returning to line flying at the end of his term in office, all vacation due to an MEC Officer in the current and prior vacation years shall be considered to have been awarded and taken. This Paragraph F-2 shall also apply to full time ALPA National Officers.

**G Effectiveness; Duration**

This Letter of Agreement shall become effective as of the effective date of the Agreement and shall run concurrently with the Agreement.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC

*LOA 22 FRMS Scheduling*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL.

WHEREAS, an FAA-approved Fatigue Risk Management System (FRMS) may serve as an alternate means of compliance with the FAA's flight duty regulations, if the FRMS provides at least an equivalent level of protection against fatigue-related accidents or incidents; and

WHEREAS, the FAA has stated that a successful FRMS requires a shared responsibility among management and flight crew members; and

WHEREAS, the FAA has further stated that an FRMS is a data-driven and scientifically based process; and

WHEREAS, the Company may wish to apply for FAA approval to use an FRMS as an alternative to certain flight duty regulations found in Federal Aviation Regulation (FAR) 117;

NOW THEREFORE, the parties have reached the following agreement regarding the FRMS process:

1. Prior to submitting an FRMS application to the FAA for approval, the Company will obtain ALPA's consent. Such consent will not be unreasonably withheld and, if withheld, will be based solely on the merits of the FRMS application. ALPA's reason(s) for withholding consent shall be provided to the Company in writing. However, ALPA may withhold its consent for any reason if the FRMS either seeks to raise any part of FAR 117 Table B above fourteen (14) hours or would require a change to the Agreement to be implemented.
2. Disagreements regarding any matter in Paragraph 1 of this Letter of Agreement must be resolved, including, if necessary, through an expedited grievance/arbitration process, before the Company may submit an FRMS application to the FAA. Both parties will abide by the arbitration decision.

3. ALPA hereby consents to FRMS applications seeking the following:
- a. Using Base time instead of local time when complying with FAR for all Basic Duty Periods and for Global Duty Periods consisting solely of flights operating within North, South and Central America. Notwithstanding Paragraph 1 of this Letter of Agreement, Sections 5-E-1-g-(1) and 5-F-1-i-(1) of the Agreement will be automatically modified to conform to the results of the FRMS application except that all flights within the continental United States will continue to use Base time.
  - b. Relaxing the flight duty period limitations for flights to and from India and Hong Kong, when those flights are scheduled to be sixteen (16) hours or less.
  - c. Excluding augmented flight duty periods from the FAR prohibiting an assignment if the Pilot’s total flight duty period time will exceed sixty (60) flight duty period hours in any 168 consecutive hours.
  - d. Extending FAR 117 Table A by one (1) hour when applying it to single-segment duty periods in the Actual Operation, provided that the FRMS application includes a process to ensure scheduled block times are and remain reliable.
  - e. An alternate flight duty period limitation, reserve duty period limitation, and inflight rest opportunity requirement in order to fly an “island-hopper” Trip (a multi-leg sequence between GUM and HNL), provided that the FRMS application calls for two Captains and two First Officers to fly the Trip. Notwithstanding Paragraph 1 of this Letter of Agreement, if the application is approved, Section 5-E-1 of the Agreement will impose no scheduled duty period limitation on such Trips, and when applying Section 5-F-1 of the Agreement, a duty period may not exceed the scheduled duty period length by more than two (2) hours (unless further restricted by the FRMS) without Pilot concurrence.
  - f. Defining an IPP seat that complies with the requirements of Sections 5-J-1-b-(3), 5-J-1-c-(2) and 5-J-1-c-(3) as a Class 1 Crew Rest Facility.

This Agreement will become effective on date of signing and remain in full force and effect concurrent with the basic Agreement.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC



---

Captain Jay Pierce  
Chairman  
CAL MEC



*LOA 23 Reserve Reset*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between United Airlines, Inc. ("United" or the "Company") and The Air Line Pilots Association, International ("ALPA" or the "Association").

WHEREAS, the parties have agreed that the Association shall provide compensation to the Company if the ratio of Reserve Pilots exceeds an agreed-upon baseline ratio,

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Definitions.

- a. "Reserve Ratio" means the average number of Reserve Pilots per Bid Period over the prior twelve (12) Bid Periods divided by the average total number of active pilots per Bid Period over the prior twelve (12) Bid Periods. This data shall be obtained from reports generated from CMS and Data Warehouse. Reserve Pilots are those awarded a reserve line during Monthly Schedule Preferencing. Active Pilots are those who receive wages for the Bid Period (excluding income from Long Term Disability).
- b. "Economic Adjustment" means the compensation that the Association must provide to the Company for each tenth of a percentage point that the Reserve Ratio exceeds sixteen and sixth-tenths percent (16.6%), measured to the nearest tenth of a percentage point.
  - i. Economic Adjustment may include a Reserve Initiative, as defined in Paragraph 1.c.
  - ii. The maximum annual Economic Adjustment that may be required under this Letter of Agreement prior to January 31, 2017 is \$30 million.
  - iii. The maximum annual Economic Adjustment that may be required under this Letter of Agreement after January 31, 2017 is \$15 million.
- c. "Reserve Initiative" means a work rule change or other contractual relief that lowers the Reserve Ratio.

d. "Schedule Implementation" shall mean the date on which all of the following have been implemented or are in effect:

- i. The "1-to-3.5 TAFB" Minimum Pay Value (rig) of Section 5-G-3, and
- ii. Reserves are permitted to waive the sum of their Flying Hours and Nonflying Hours, including the 'deemed to have waived' provision, and
- iii. The following Add Pay provisions for Reserves:
  - Add Pay to convert a day off to a reserve day;
  - Add Pay in lieu of restoring a minimum day off;
  - Add Pay for converting a day off to a CDO;
  - Add Pay for converting a day off to a VDO, and
- iv. All Reserves receive one FDO per Bid Period, and
- v. The reassignment limitations of Section 20-L.

2. Reserve Ratio Tests

The Reserve Ratio Test to determine the Reserve Ratio shall be conducted on the following three dates:

- a. Test 1 shall be conducted eighteen (18) months after Schedule Implementation.
- b. Test 2 shall be conducted thirty (30) months after Schedule Implementation.
- c. Test 3 shall be conducted on January 31, 2017.

3. Compensation

The Association shall compensate the Company if the Reserve Ratio is greater than sixteen and six-tenths percent (16.6%) as calculated at each Test, measured to the nearest tenth of a percentage point. The Reserve Ratio resulting from Tests 2 and 3 shall take into account the effect of any Reserve Initiative(s) implemented as a result of prior test(s). For example, if a Reserve Initiative lowered the Reserve Ratio by one (1) percentage point following Test 1 then, to the extent that the Association chooses to withdraw that Reserve Initiative at Test 2, the Reserve Ratio at Test 2 shall be increased by the agreed value of the withdrawn Reserve Initiative.

4. Economic Adjustment Calculation

On each Test Date the Reserve Ratio shall be calculated. For each one tenth of a percentage point that the Reserve Ratio exceeds 16.6% an Economic Adjustment shall be owed equal to \$58,167 per month, to a maximum of \$30 million annually, prior to January 31, 2017, and \$29,083 per month, to a maximum of \$15 million annually, following January 31, 2017.

- a. The Reserve Ratio calculated at Test 2 shall be adjusted as provided in Paragraph 3 of this Letter of Agreement for Reserve Initiative(s) implemented as a result of Test 1.
- b. If the Reserve Ratio as calculated at Test 2, as adjusted in accordance with Paragraph 3, is different than the Reserve Ratio as calculated at Test 1, then the Economic Adjustment

due to the Company in the year following Test 2 shall be modified in the amount of the Association's over-payment or under-payment for the preceding year.

- c. The Reserve Ratio as calculated at Test 3 shall be adjusted for Reserve Initiative(s) implemented as a result of the Reserve Ratio as calculated at Tests 1 and 2 in accordance with Paragraph 3 of this Letter of Agreement.
- d. If the Reserve Ratio as calculated at Test 3, as adjusted in accordance with Paragraph 3 of this Letter of Agreement, is different than the Reserve Ratio as calculated at Test 2, then the Economic Adjustment due to the Company in the year following Test 2 shall be modified in the amount of the Association's over-payment or under-payment for the preceding year.

5. Economic Adjustment Schedule

- a. The Economic Adjustment owing, if any, following Test 1 shall be payable in two parts. The first part shall be for the eighteen (18) month period after Scheduling Implementation, which shall be paid in equal payments, either monthly or annually, from the date of Test 1 until January 31, 2017. The second part, relating to the twelve months following Test 1, shall be paid in full within twelve (12) months following Test 1.
- b. The Economic Adjustment owing, if any, following Test 2, relating to the months between Test 2 and January 31, 2017, shall be paid in full no later than January 31, 2017.
- c. The Economic Adjustment owing, if any, following Test 3, shall be paid in full no later than January 31 of each year after 2017.

6. Economic Adjustment Methods

The Association may elect to satisfy an Economic Adjustment obligation by:

- a. An agreed Adjustment that does not affect the Reserve Ratio (e.g. straight pay adjustment), or
- b. An agreed Adjustment that does affect the Reserve Ratio (e.g. a Reserve Initiative), or
- c. An agreed Adjustment that is a combination of items that affect the Reserve Ratio and items that do not affect the Reserve Ratio.

7. Reserve Initiative Valuations

The Parties shall meet and agree on the value of a Reserve Initiative. If the Parties are unable to resolve differences in valuation, the dispute shall be submitted and heard on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator. The dispute shall be heard by the System Board of Adjustment no later than thirty (30) days following submission of the dispute to the System Board and decided no later than thirty (30) days after the record is closed in the hearing, unless the parties agree otherwise in writing.

8. Adjustments

The parties shall adjust the Reserve Ratio calculation for significant factors, if any, that have a material impact on pilot staffing that are materially different from the factors affecting pilot staffing in 2011 and the first four (4) months of 2012. Only adjustments that can be clearly

demonstrated to be caused by factors outside of the new work rules and related assumed changes in pilot behavior shall be considered. Such factors include: an act of nature; an ongoing labor dispute; retiring an aircraft type; grounding or repossession of a substantial number of aircraft operated by the Company; war emergency; a terrorist act; a substantial delay in the delivery of aircraft scheduled for delivery, provided that the applicable occurrence has a material and substantial impact on the Company; a mainline capacity reduction greater than five percent (5%) year over year for a rolling twelve (12) month period; or a non-routine corporate decision that has a direct impact on pilot reserve staffing, such as opening a new Base. The adjustment calculation will be based on the difference in reserve staffing as compared to the historical monthly data points and shall only be applicable to that specific period and Test, unless the impact continues into periods covered by future Tests. Absent any continuing impact, the sixteen and six-tenths percent (16.6%) baseline shall be reestablished.

- 9. In conjunction with the Joint Implementation process outlined in LOA 26, the parties agree to investigate possible alternative methods to calculate and test the reserve ratio consistent with the original intent and valuation of this Letter of Agreement.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC

*LOA 24 Allocation Payment*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between United Airlines, Inc. ("United" or the "Company") and the Air Line Pilots Association, International ("ALPA" or the "Association").

WHEREAS, the parties have agreed that pilots will receive certain lump sum payments totaling \$400,000,000 (the "\$400M Amount");

NOW THEREFORE, the parties hereby agree as follows:

1. The \$250M Amount and Date of Signing

The Company will pay \$250,000,000 of the \$400M Amount (the "\$250M Amount") to pilots in connection with the effective date of the Agreement and in accord with Paragraph 3.E. and 3.G of this Letter of Agreement. The \$250,000,000 shall be the total payment amount, and any fringe benefits or other payments that are legally or contractually required to be made or increased in amount because of the payments to individual pilots herein (e.g., defined contribution retirement contributions, social security, payroll taxes) shall not increase the Company's financial liability beyond the \$250,000,000.

2. The \$150M Amount and Date of Seniority List Integration (SLI)

The Company will pay \$150,000,000 of the \$400M Amount (the "\$150M Amount") to pilots in connection with the date that the Association presents an Integrated Seniority List (the "SLI Date") to the Company that satisfies the terms of Section 5 of the Transition and Process Agreement ("TPA") and in accord with Paragraph 3.F. and 3.G of this Letter of Agreement. The \$150,000,000 shall be the total payment amount, and any fringe benefits or other payments that are legally or contractually required to be made or increased in amount because of the payments to individual pilots herein (e.g., defined contribution retirement contributions, social security, payroll taxes) shall not increase the Company's financial liability beyond the \$150,000,000.

3. Allocation and Payment of the \$400M Amount

The Association will allocate the \$400M Amount among pilots and the Company will pay the \$400M Amount to pilots in accord with Paragraph 3 of this Letter of Agreement.

- A. The percentage (and dollar amount) of the \$400M Amount to be received by the United pilots (the “United Pilot Amount”) and the Continental pilots (the “Continental Pilot Amount”) has been neutrally determined and is attached as Exhibit A hereto.
- B. The United MEC will determine the methodology for allocation of the United Pilot Amount among United Pilots and this allocation methodology, once determined, will be attached as Exhibit B hereto. The Continental MEC will determine the methodology for allocation of the Continental Pilot Amount among Continental Pilots and this allocation methodology, once determined, will be attached as Exhibit C hereto. The allocation methodologies in Exhibit B and Exhibit C will be subject to the dispute resolution provisions of Section 40, Part 3.J of the Association’s Administrative Manual (“ALPA Policy”), as set forth in paragraph 6 of this Letter of Agreement, and shall not be subject to any dispute resolution process in the Agreement.
- C. The Association may direct that a holdback fund be established funded by a percentage of either or both of the above payments to correct any errors or omissions in the allocation calculation and distribution of these amounts to pilots (“Errors or Omissions Amount”). For each pilot group, the Errors or Omissions Amount for that group will be paid by the Company upon authorization of the Association in accordance with Paragraph 3.G of this Letter of Agreement.
- D. A “Payment Date” is the date when the Company will pay any part of the \$400M Amount to or on behalf of United pilots or Continental pilots in accordance with Paragraphs 3.E., 3.F, or 3.G. of this Letter of Agreement.
- E. For the \$250M Amount, a Payment Date will occur no later than thirty (30) days after the later of the following: 1) the effective date of the Agreement, and 2) the date ALPA provides written authorization to the Company pursuant to the requirements of the ALPA Policy which will include a list of the pilots and the dollar amounts (of the \$250M Amount) to be paid to or on behalf of pilots on the list.
- F. For the \$150M Amount, a Payment Date will occur no later than thirty (30) days after the later of the following: 1) the SLI Date, and 2) the date ALPA provides written authorization to the Company pursuant to the requirements of the ALPA Policy which will include a list of the pilots and the dollar amounts (of the \$150M Amount) to be paid to or on behalf of pilots on the list
- G. For the Errors or Omissions Amount, a Payment Date will occur no later than thirty (30) days after the date ALPA provides written authorization to the Company pursuant to the requirements of the ALPA Policy which will include a list of the pilots and the dollar amounts (of the Errors or Omissions Amount) to be paid to or on behalf of pilots on the list.
- H. The sum of the payments made under Paragraphs 3.E, 3.F and 3.G of this Letter of Agreement, and any fringe benefits or other payments that are legally or contractually



required to be made or increased in amount because of the payments to individual pilots herein (e.g., defined contribution retirement contributions, social security, payroll taxes) shall not increase the Company's financial liability beyond a total of \$400,000,000.

4. The Company's payment of any United Pilot Amount or Continental Pilot Amount on a Payment Date will be made separately from pilots' normal paychecks and will be subject to withholding of i) applicable taxes as required by law, and ii) Association dues, fees and assessments.
5. United will provide all pilot data and information reasonably requested by the Association in connection with developing the allocations referenced in Paragraphs 3.A and 3.B. of this Letter of Agreement or developing any list of pilots referenced in Paragraphs 3.E, 3.F and 3.G when such information is not already reasonably available, or has not previously been provided, to the Association.
6. Any dispute over the methodology for allocation determined by the Association shall be subject to the expedited dispute resolution procedure set forth in ALPA Policy and shall not be the subject of a grievance under the Agreement.
7. Any dispute between the Company and the Association concerning interpretation or application of this Letter of Agreement will be subject to the expedited arbitration dispute resolution procedures provided in Section 1-K of the Agreement, which dispute resolution procedures are made applicable hereto and incorporated by reference.

This Agreement shall become effective on the effective date of the Agreement between the Company and the Association and will remain in full force and effect concurrent with the Agreement.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

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Captain Fred Abbott  
Senior Vice President  
Flight Operations

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Captain Donald L. Moak  
President  
Air Line Pilots Association, International

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P. Douglas McKeen  
Senior Vice President  
Labor Relations

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Captain Jay Heppner  
Chairman  
UAL MEC

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Captain Jay Pierce  
Chairman  
CAL MEC

**Exhibit A**

**AWARD**

The Four Hundred Million Dollar (\$400,000,000) Retroactive Pay/lump agreed to as part of the Agreement in Principle reached August 2, 2012 between ALPA and United Airlines is to be allocated as follows:

One Hundred Seventy-Five Million Dollars (\$175,000,000) to the Continental Airlines Master Executive Council of the Air Line Pilots Association; and

Two Hundred Twenty-Five Million Dollars (\$225,000,000) to the United Airlines Master Executive Council of the Air Line Pilots Association.

November 5, 2012



Ira F. Jaffe, Esq.  
Impartial Arbitrator

**Exhibit B**

**UAL Retro Pay Distribution**

- A. General Rule for Calculation of Each Pilot’s Individual Amount of the Total UAL Retro Pay under Distribution Method: An EP’s Individual Retro Pay Amount is *equal to* his Individual Retro Pay Percentage *multiplied by* the Total UAL Retro Pay. A flow chart depicting this calculation is set forth in Attachment A. Also, see paragraph C. below for further explanation of the Distribution Method including any exceptions to this general rule.
- B. Definitions – Capitalized terms used herein are defined as follows:
1. ALPA – Air Line Pilots Association, International
  2. Company – United Airlines, Inc.
  3. Distribution Method – the method (described herein) by which the Total UAL Retro Pay will be distributed to EPs.
  4. Eligible Pilot or EP – a pilot who was on the United pilots system seniority list on any day during the RPP.
  5. Category – a domicile, fleet, and seat combination (e.g., ORD 767 F/O) to which a pilot is assigned.
  6. Month – as defined in the 2003 United-ALPA CBA.
  7. Retro Pay Period or RPP – the time period from and after January 1, 2010 (the amendable date of the 2003 United-ALPA CBA) until and including the day immediately prior to the date of signing of the JCBA.
  8. Retro Pay Hour or RP Hour – a credit hour as set forth in paragraph C., below.
  9. Delta Differential (for each RP Hour in a Month in the RPP) – the hourly pay rate under Section 3 of the Delta Pilot Working Agreement or the “Delta PWA” dated October 30, 2008 – December 31, 2012, *minus* the hourly pay rate under the 2003 United-ALPA CBA for a pilot using the same combination of seat, fleet, and longevity. The EP’s seat and fleet is determined by his Category (fleet, seat, and longevity for a PI is as set forth in paragraph C.2.) for the RP Hour involved. The Delta Differentials for each seat/fleet/longevity combination, for all time periods within the RPP, are specified in Attachment B.
    - a. The Pay Tables from the Delta PWA for 2010, 2011, and 2012 are found in Attachment C.

b. The 2003 United-ALPA CBA LOA 08-03 Hourly Pay Tables, May 1, 2009 are found in Attachment D.

- 10. Individual Pilot Delta Differential – Sum of an individual EP’s RP Hours multiplied by his respective Delta Differentials during the RPP.
- 11. Pilots’ Collective Delta Differential – Sum of all Individual Pilot Delta Differentials.
- 12. Individual Retro Pay Percentage or Individual RP Percentage – EP’s Individual Pilot Delta Differential divided by the Pilots’ Collective Delta Differential.
- 13. Total UAL Retro Pay – the dollar amount of the overall retro pay under the JCBA for the United EP group (including amounts in the Hold Back Fund under Paragraph G).
- 14. Individual Retro Pay Amount or Individual RP Amount - EP’s portion of the Total UAL Retro Pay.

C. Further Distribution Information.

- 1. RP Hours. For any Month (or portion of a Month) during the RPP, an EP’s RP Hours will be the following:
  - a. For an EP who holds a line, the higher of Protected Time Credit (PTC) or Time Credit (TCR);
  - b. For an EP on reserve, the higher of the reserve guarantee or total pay credit hours (RPJ);
  - c. For an EP, any unpaid bank time accumulated in accordance with Section 3-I of the 2003 United-ALPA CBA;
  - d. For an EP, any vacation pay out (“buy back”) during the RPP paid in accordance with Section 11-K of the 2003 United-ALPA CBA;
  - e. For an EP retiring during the RPP, any vacation payout paid in accordance with Section 11-H of the 2003 United-ALPA CBA;
  - f. For an EP, RP Hours as otherwise provided below.
- 2. Pilot Instructor. For any Month during the RPP an EP is a Pilot Instructor, the Delta Differential is determined using the hourly rate for a 767/757 First Officer with 6 yr longevity and his RP Hours will equal 89. When an EP has a partial Month of pay as a PI, his RP hours for that Month as a PI, will be determined by dividing his monthly gross pay as a PI (minus add pay) by the applicable 6 year 767/757 First Officer hourly rate.

3. Unpaid Leave of Absence (e.g. Military, Voluntary). No RP Hours will be credited to an EP for any portion of a Month the EP is on an unpaid leave of absence.
4. Furlough. No RP Hours will be credited for periods of voluntary or involuntary furlough.
5. Special Assignment. For any Month (or portion of a Month) during the RPP that an EP is on Special Assignment, RP Hours will equal the credit hours earned while on Special Assignment (e.g. iPad distribution, HFCCR instructor).
6. ALPA Representative. For any Month (or portion of a Month) during the RPP that an EP is paid by the Company while serving as a representative of ALPA, the EP will be credited with RP Hours based on the number of hours paid by the Company, whether or not ALPA reimburses the Company for such pay. No RP Hours will be credited for any period of time an EP is serving as a representative of ALPA without pay from the Company.
7. Management Pilot.
  - a. For any portion of a Month an EP is a management pilot at Level 1 or Level 2 (e.g. Managing Directors, Chief Pilot), no RP Hours will be credited.
  - b. For any Month (or portion of a Month) an EP is a management pilot below Level 2 (e.g. Assistant Chief Pilot, Standards Captain) his RP Hours will be based on the average monthly pay credit hours for his bid Category in accordance with the 2003 United-ALPA CBA.
  - c. An EP's Individual Retro Pay Amount will be offset by any managerial bonus (e.g. PIP payments, KERP payments, stock distributions, and the monetized value of any Mileage Plus miles awarded) received during the RPP (regardless of when earned).
  - d. Managerial bonuses awarded to an EP that are based upon completion of the JCBA will be included in the management bonus offset calculation in paragraph 7.c. above, even if paid after the date of signing of the JCBA but prior to final distribution of the Total UAL Retro Pay.
  - e. Managerial bonus offsets will be returned to the Total UAL Retro Pay for inclusion in the Individual RP Amounts of EPs who did not have any management bonuses described in paragraph 7.c. and d. above .
8. Retired Pilot. A retired pilot (i.e., a pilot who meets the eligibility requirements to receive United retiree medical benefits) will receive an Individual RP Amount for any Month (or portion of a Month) he was an EP prior to retirement.
9. Deceased Pilot. A deceased pilot will have an Individual RP Amount for any Month (or portion of Month) he was an EP prior to death, which will be paid to the deceased pilot's beneficiary as defined in the Pilot Directed Account Plan.

10. Voluntary Termination. An EP who voluntarily terminated his service with the Company during the RPP will not receive an Individual RP Amount.
11. Involuntary Termination. An EP who was involuntarily terminated before or during the RPP, and who was reinstated with back pay (by award, settlement or otherwise), will be credited with RP Hours during the period of involuntary termination for hours for which he received back pay in a Month (or portion of a Month) during the RPP.
12. Short Term Disability. An EP who is on STD for any portion of a Month during the RPP due to illness, non-occupational injury or pregnancy, will be credited with RP Hours in accordance with Section 13-D of the 2003 United-ALPA CBA and practices thereunder.
13. Long Term Disability (Pilot Disability Income Plan). No RP Hours will be credited to an EP during any period of the RPP when he is receiving PDI benefits.
14. Occupational Injury/Illness. An EP who incurs an occupational injury/illness for any portion of a Month during the RPP will be credited with RP Hours paid as per Section 13-A-7 in the 2003 United-ALPA CBA.

D. Pilot Verification of Calculation; Error and Omission Disputes.

1. Verification. Each EP will be provided his calculated RP Hours in order to verify his Individual RP Amount.
2. RP Hours Error and Omission Disputes. An EP who believes that an error exists in the calculated RP Hours may file a dispute with ALPA seeking to correct such issue within a period and under such procedures as will be specified by ALPA. ALPA will coordinate with the Company (to the extent appropriate) for the resolution of such disputes.

E. ALPA Policy. This Distribution Method is subject to ALPA policy set forth in the ALPA Administrative Manual, Section 40 Part 3.J.

F. Form of Distribution. Each EP's Individual RP Amount will be distributed to him in cash, net of appropriate deductions and withholding, including payroll and income taxes.

G. Hold Back. There shall be established out of the payment of the United Pilot Amount due under Paragraph 3.A of the Letter of Agreement between the Company and the Association covering allocation and payment of the \$400M Amount, a Hold Back Fund in a percentage reasonably sufficient, as determined by the Association based on the disputes filed under Paragraph 3.C of the Letter of Agreement, to defray in full the entire Errors and Omissions Amount attributable to the United Pilot Amount, if all affected United Pilots were to prevail in their claims. On the Errors and Omissions Payment Date, any balance remaining in the Hold Back Fund not applied to correct errors and omissions will be distributed to all Eligible Pilots, pro rata, in proportion to their Individual Retro Pay Amounts, as adjusted to correct any applicable errors or omissions. Capitalized terms in this Paragraph G not

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defined in Paragraph B shall have the meaning ascribed to them in the Letter of Agreement.

## **FLOW CHART**

**Step 1** – Calculate each pilot’s total Delta Differential for the Retro Pay Period (simplified example below assumes pilot had the same Delta Differential for all RP Hours within each calendar year)

$$\begin{array}{r} 2010 \text{ RP Hours X } 2010 \text{ Delta Differential} = \boxed{\phantom{000000}} \\ + \\ 2011 \text{ RP Hours X } 2011 \text{ Delta Differential} = \boxed{\phantom{000000}} \\ + \\ 2012 \text{ RP Hours X } 2012 \text{ Delta Differential} = \boxed{\phantom{000000}} \\ \hline \boxed{\text{Individual Pilot Delta Differential}} \end{array}$$

**Step 2** – Calculate all pilots’ total, collective Delta Differential

$$\text{Pilot 1} + \text{Pilot 2} \dots + \text{Pilot 5500+} = \boxed{\text{Pilots' Collective Delta Differential}}$$



**Step 3** – Calculate each pilot’s Individual Retro Pay Percentage

$$\frac{\text{Individual Pilot Delta Differential}}{\text{Pilots' Collective Delta Differential}} = \text{Individual Retro Pay Percentage}$$

**Step 4** – Calculate EP’s Individual Retro Pay Amount

$$\text{Total UAL Retro Pay} \times \text{Individual Retro Pay Percentage} = \text{Individual Retro Pay Amount}$$

**Attachment B**

**Delta PWA dated October 30, 2008 – December 31, 2012, *minus* the hourly pay rate under the 2003 United-ALPA CBA**

2010 Delta Differential

	12 yr	11 yr	10 yr	9 yr	8 yr	7 yr	6 yr
747/777 Captain	\$16.93						
767/757 Captain	\$14.17						
320/319 Captain	\$23.14						
747/777 F/O	\$11.56						
767/757 F/O	\$9.68	\$9.47	\$9.60	\$9.18	\$9.02	\$9.05	\$8.52
320/319 F/O	\$15.81	\$16.06	\$16.47	\$16.47	\$16.27	\$16.18	\$15.64

2011 Delta Differential

	12 yr	11 yr	10 yr	9 yr	8 yr	7 yr	6 yr
747/777 Captain	\$25.28						
767/757 Captain	\$21.16						
320/319 Captain	\$29.61						
747/777 F/O	\$17.26						
767/757 F/O	\$14.45	\$14.19	\$14.25	\$13.76	\$13.55	\$13.48	\$12.84
320/319 F/O	\$20.23	\$20.44	\$20.80	\$20.75	\$20.51	\$20.32	\$19.67

2012 Delta Differential

	12 yr	11 yr	10 yr	9 yr	8 yr	7 yr	6 yr
747/777 Captain	\$33.96						
767/757 Captain	\$28.43						
320/319 Captain	\$36.33						
747/777 F/O	\$23.19						
767/757 F/O	\$19.42	\$19.09	\$19.10	\$18.53	\$18.27	\$18.09	\$17.32
320/319 F/O	\$24.82	\$24.99	\$25.31	\$25.20	\$24.91	\$24.62	\$23.85

**Attachment C**

**Delta Pilot Working Agreement (October 30, 2008 – December 31, 2012)**

**Section 3 – Compensation**

B. 2. c. Effective January 1, 2010, composite hourly pay rates will be as follows:

<b>Captain</b>	<b>12 YR</b>	<b>11 YR</b>	<b>10 YR</b>	<b>9 YR</b>	<b>8 YR</b>	<b>7 YR</b>	<b>6 YR</b>	<b>5 YR</b>	<b>4 YR</b>	<b>3 YR</b>	<b>2 YR</b>	<b>1 YR</b>
B747-400	208.72	207.14	205.59	204.03	202.46	200.90	199.35	197.78	196.21	194.64	193.07	191.51
B-777	208.72	207.14	205.59	204.03	202.46	200.90	199.35	197.78	196.21	194.64	193.07	191.51
B747/B747F	204.76	203.20	201.66	200.11	198.56	197.02	195.47	193.92	192.38	190.83	189.28	187.74
B787	199.95	198.44	196.92	195.42	193.91	192.39	190.88	189.37	187.86	186.35	184.83	183.32
B-767-400ER	197.15	195.68	194.20	192.71	191.25	189.76	188.28	186.80	185.33	183.85	182.36	180.89
A330-200/300	197.15	195.68	194.20	192.71	191.25	189.76	188.28	186.80	185.33	183.85	182.36	180.89
B-767-300ER	174.70	172.92	171.08	169.27	168.07	166.69	165.46	164.18	162.80	161.49	160.18	158.84
B767-300/200	174.70	172.92	171.08	169.27	168.07	166.69	165.46	164.18	162.80	161.49	160.18	158.84
B757	174.70	172.92	171.08	169.27	168.07	166.69	165.46	164.18	162.80	161.49	160.18	158.84
B737-900	168.39	167.11	165.82	164.57	163.28	162.02	160.75	159.47	158.19	156.90	155.68	154.47
B737-800/700	167.53	166.29	165.02	163.77	162.51	161.25	160.01	158.76	157.49	156.21	154.99	153.80
A320/319	161.65	160.43	159.20	157.98	156.76	155.54	154.33	153.10	151.87	150.65	149.43	148.21
MD-90	158.76	157.01	155.26	153.52	152.36	151.08	149.85	148.64	147.30	146.05	144.79	143.46
MD-88	155.03	153.15	151.39	149.51	148.37	147.05	145.72	144.42	143.07	141.71	140.43	139.21
DC9	150.75	149.65	148.49	147.35	146.23	145.08	143.97	142.81	141.71	140.58	139.43	138.40
B737-300G/300/200	150.75	149.65	148.49	147.35	146.23	145.08	143.97	142.81	141.71	140.58	139.43	138.40
EMB - 195	126.57	125.63	124.66	123.70	122.76	121.80	120.87	119.90	118.98	118.02	117.06	116.19
EMB-190/CRJ-900	107.67	106.88	106.06	105.24	104.44	103.62	102.82	102.00	101.21	100.40	99.59	98.85

<b>First Officer</b>	<b>12 YR</b>	<b>11 YR</b>	<b>10 YR</b>	<b>9 YR</b>	<b>8 YR</b>	<b>7 YR</b>	<b>6 YR</b>	<b>5 YR</b>	<b>4 YR</b>	<b>3 YR</b>	<b>2 YR</b>	<b>1 YR</b>
B747-400	142.56	141.27	140.01	138.13	136.66	133.60	129.98	126.78	123.81	120.87	103.29	54.17
B-777	142.56	141.27	140.01	138.13	136.66	133.60	129.98	126.78	123.81	120.87	103.29	54.17
B747/B747F	139.85	138.58	137.33	135.47	134.03	131.02	127.45	124.30	121.39	118.51	101.26	54.17
B787	136.57	135.34	134.10	132.30	130.89	127.94	124.45	121.39	118.54	115.72	98.88	54.17
B-767-400ER	134.65	133.45	132.25	130.46	129.09	126.19	122.76	119.74	116.94	114.17	97.56	54.17
A330-200/300	134.65	133.45	132.25	130.46	129.09	126.19	122.76	119.74	116.94	114.17	97.56	54.17
B-767-300ER	119.32	117.93	116.51	114.60	113.45	110.85	107.88	105.24	102.73	100.29	85.70	54.17
B767-300/200	119.32	117.93	116.51	114.60	113.45	110.85	107.88	105.24	102.73	100.29	85.70	54.17
B757	119.32	117.93	116.51	114.60	113.45	110.85	107.88	105.24	102.73	100.29	85.70	54.17
B737-900	115.01	113.97	112.92	111.41	110.21	107.74	104.81	102.22	99.82	97.43	83.29	54.17
B737-800/700	114.42	113.41	112.38	110.87	109.69	107.23	104.33	101.77	99.38	97.01	82.92	54.17
A320/319	110.41	109.41	108.42	106.95	105.81	103.43	100.62	98.14	95.83	93.55	79.95	54.17
MD-90	108.43	107.08	105.73	103.93	102.84	100.47	97.70	95.28	92.95	90.70	77.46	54.17
MD-88	105.89	104.45	103.10	101.22	100.15	97.79	95.01	92.57	90.28	88.00	75.13	54.17
DC9	102.96	102.06	101.12	99.76	98.71	96.48	93.87	91.54	89.42	87.30	74.60	54.17
B737-300G/300/200	102.96	102.06	101.12	99.76	98.71	96.48	93.87	91.54	89.42	87.30	74.60	54.17
EMB - 195	86.45	85.68	84.89	83.74	82.86	81.00	78.81	76.86	75.08	73.29	62.63	54.17
EMB-190/CRJ-900	73.54	72.89	72.23	71.25	70.50	68.91	67.04	65.38	63.86	62.35	54.17	54.17

<b>Second Officer</b>	<b>12 YR</b>	<b>11 YR</b>	<b>10 YR</b>	<b>9 YR</b>	<b>8 YR</b>	<b>7 YR</b>	<b>6 YR</b>	<b>5 YR</b>	<b>4 YR</b>	<b>3 YR</b>	<b>2 YR</b>	<b>1 YR</b>
B747/B747F	122.86	120.90	119.99	118.06	115.16	112.30	109.46	106.66	101.96	95.42	79.50	54.17

**Delta Pilot Working Agreement (October 30, 2008 – December 31, 2012)**

**Section 3 – Compensation**

B. 2. d. Effective January 1, 2011, composite hourly pay rates will be as follows:

<b>Captain</b>	<b>12 YR</b>	<b>11 YR</b>	<b>10 YR</b>	<b>9 YR</b>	<b>8 YR</b>	<b>7 YR</b>	<b>6 YR</b>	<b>5 YR</b>	<b>4 YR</b>	<b>3 YR</b>	<b>2 YR</b>	<b>1 YR</b>
B747-400	217.07	215.43	213.81	212.19	210.56	208.94	207.32	205.69	204.06	202.43	200.79	199.17
B-777	217.07	215.43	213.81	212.19	210.56	208.94	207.32	205.69	204.06	202.43	200.79	199.17
B747/B747F	212.95	211.33	209.73	208.11	206.50	204.90	203.29	201.68	200.08	198.46	196.85	195.25
B787	207.95	206.38	204.80	203.24	201.67	200.09	198.52	196.94	195.37	193.80	192.22	190.65
B-767-400ER	205.04	203.51	201.97	200.42	198.90	197.35	195.81	194.27	192.74	191.20	189.65	188.13
A330-200/300	205.04	203.51	201.97	200.42	198.90	197.35	195.81	194.27	192.74	191.20	189.65	188.13
B-767-300ER	181.69	179.84	177.92	176.04	174.79	173.36	172.08	170.75	169.31	167.95	166.59	165.19
B767-300/200	181.69	179.84	177.92	176.04	174.79	173.36	172.08	170.75	169.31	167.95	166.59	165.19
B757	181.69	179.84	177.92	176.04	174.79	173.36	172.08	170.75	169.31	167.95	166.59	165.19
B737-900	175.13	173.79	172.45	171.15	169.81	168.50	167.18	165.85	164.52	163.18	161.91	160.65
B737-800/700	174.23	172.94	171.62	170.32	169.01	167.70	166.41	165.11	163.79	162.46	161.19	159.95
A320/319	168.12	166.85	165.57	164.30	163.03	161.76	160.50	159.22	157.94	156.68	155.41	154.14
MD-90	165.11	163.29	161.47	159.66	158.45	157.12	155.84	154.59	153.19	151.89	150.58	149.20
MD-88	161.23	159.28	157.45	155.49	154.30	152.93	151.55	150.20	148.79	147.38	146.05	144.78
DC9	156.78	155.64	154.43	153.24	152.08	150.88	149.73	148.52	147.38	146.20	145.01	143.94
B737-300G/300/200	156.78	155.64	154.43	153.24	152.08	150.88	149.73	148.52	147.38	146.20	145.01	143.94
EMB - 195	131.63	130.66	129.65	128.65	127.67	126.67	125.70	124.70	123.74	122.74	121.74	120.84
EMB-190/CRJ-900	111.98	111.16	110.30	109.45	108.62	107.76	106.93	106.08	105.26	104.42	103.57	102.80

<b>First Officer</b>	<b>12 YR</b>	<b>11 YR</b>	<b>10 YR</b>	<b>9 YR</b>	<b>8 YR</b>	<b>7 YR</b>	<b>6 YR</b>	<b>5 YR</b>	<b>4 YR</b>	<b>3 YR</b>	<b>2 YR</b>	<b>1 YR</b>
B747-400	148.26	146.92	145.60	143.65	142.13	138.95	135.17	131.85	128.76	125.71	107.42	56.33
B-777	148.26	146.92	145.60	143.65	142.13	138.95	135.17	131.85	128.76	125.71	107.42	56.33
B747/B747F	145.44	144.13	142.83	140.89	139.39	136.26	132.55	129.28	126.25	123.24	105.31	56.33
B787	142.03	140.75	139.47	137.59	136.13	133.06	129.44	126.24	123.28	120.35	102.84	56.33
B-767-400ER	140.04	138.79	137.54	135.68	134.26	131.24	127.67	124.53	121.62	118.74	101.46	56.33
A330-200/300	140.04	138.79	137.54	135.68	134.26	131.24	127.67	124.53	121.62	118.74	101.46	56.33
B-767-300ER	124.09	122.65	121.16	119.18	117.98	115.28	112.20	109.45	106.83	104.30	89.13	56.33
B767-300/200	124.09	122.65	121.16	119.18	117.98	115.28	112.20	109.45	106.83	104.30	89.13	56.33
B757	124.09	122.65	121.16	119.18	117.98	115.28	112.20	109.45	106.83	104.30	89.13	56.33
B737-900	119.61	118.52	117.44	115.87	114.62	112.05	109.00	106.31	103.81	101.33	86.62	56.33
B737-800/700	119.00	117.95	116.87	115.31	114.08	111.52	108.50	105.84	103.35	100.89	86.24	56.33
A320/319	114.83	113.79	112.75	111.23	110.05	107.57	104.65	102.06	99.66	97.30	83.14	56.33
MD-90	112.77	111.36	109.96	108.09	106.95	104.48	101.61	99.09	96.66	94.32	80.56	56.33
MD-88	110.12	108.63	107.22	105.27	104.15	101.70	98.81	96.28	93.89	91.52	78.14	56.33
DC9	107.08	106.15	105.17	103.74	102.65	100.34	97.62	95.20	93.00	90.79	77.58	56.33
B737-300G/300/200	107.08	106.15	105.17	103.74	102.65	100.34	97.62	95.20	93.00	90.79	77.58	56.33
EMB - 195	89.90	89.11	88.29	87.10	86.18	84.24	81.96	79.93	78.08	76.22	65.13	56.33
EMB-190/CRJ-900	76.48	75.81	75.11	74.10	73.32	71.66	69.72	68.00	66.42	64.84	56.33	56.33

<b>Second Officer</b>	<b>12 YR</b>	<b>11 YR</b>	<b>10 YR</b>	<b>9 YR</b>	<b>8 YR</b>	<b>7 YR</b>	<b>6 YR</b>	<b>5 YR</b>	<b>4 YR</b>	<b>3 YR</b>	<b>2 YR</b>	<b>1 YR</b>
B747/B747F	127.77	125.74	124.79	122.78	119.77	116.79	113.84	110.92	106.04	99.23	82.68	56.33

**Delta Pilot Working Agreement (October 30, 2008 – December 31, 2012)**

Section 3 – Compensation

B. 2. e. Effective January 1, 2012, composite hourly pay rates will be as follows:

Captain	12 YR	11 YR	10 YR	9 YR	8 YR	7 YR	6 YR	5 YR	4 YR	3 YR	2 YR	1 YR
B747-400	225.75	224.05	222.36	220.68	218.98	217.30	215.61	213.92	212.22	210.53	208.82	207.14
B-777	225.75	224.05	222.36	220.68	218.98	217.30	215.61	213.92	212.22	210.53	208.82	207.14
B747/B747F	221.47	219.78	218.12	216.43	214.76	213.10	211.42	209.75	208.08	206.40	204.72	203.06
B787	216.27	214.64	212.99	211.37	209.74	208.09	206.46	204.82	203.18	201.55	199.91	198.28
B-767-400ER	213.24	211.65	210.05	208.44	206.86	205.24	203.64	202.04	200.45	198.85	197.24	195.66
A330-200/300	213.24	211.65	210.05	208.44	206.86	205.24	203.64	202.04	200.45	198.85	197.24	195.66
B-767-300ER	188.96	187.03	185.04	183.08	181.78	180.29	178.96	177.58	176.08	174.67	173.25	171.80
B767-300/200	188.96	187.03	185.04	183.08	181.78	180.29	178.96	177.58	176.08	174.67	173.25	171.80
B757	188.96	187.03	185.04	183.08	181.78	180.29	178.96	177.58	176.08	174.67	173.25	171.80
B737-900	182.14	180.74	179.35	178.00	176.60	175.24	173.87	172.48	171.10	169.71	168.39	167.08
B737-800/700	181.20	179.86	178.48	177.13	175.77	174.41	173.07	171.71	170.34	168.96	167.64	166.35
A320/319	174.84	173.52	172.19	170.87	169.55	168.23	166.92	165.59	164.26	162.95	161.63	160.31
MD-90	171.71	169.82	167.93	166.05	164.79	163.40	162.07	160.77	159.32	157.97	156.60	155.17
MD-88	167.68	165.65	163.75	161.71	160.47	159.05	157.61	156.21	154.74	153.28	151.89	150.57
DC9	163.05	161.87	160.61	159.37	158.16	156.92	155.72	154.46	153.28	152.05	150.81	149.70
B737-300G/300/200	163.05	161.87	160.61	159.37	158.16	156.92	155.72	154.46	153.28	152.05	150.81	149.70
EMB - 195	136.90	135.89	134.84	133.80	132.78	131.74	130.73	129.69	128.69	127.65	126.61	125.67
EMB-190/CRJ-900	116.46	115.61	114.71	113.83	112.96	112.07	111.21	110.32	109.47	108.60	107.71	106.91

First Officer	12 YR	11 YR	10 YR	9 YR	8 YR	7 YR	6 YR	5 YR	4 YR	3 YR	2 YR	1 YR
B747-400	154.19	152.80	151.43	149.40	147.81	144.50	140.58	137.12	133.91	130.74	111.72	58.58
B-777	154.19	152.80	151.43	149.40	147.81	144.50	140.58	137.12	133.91	130.74	111.72	58.58
B747/B747F	151.26	149.89	148.54	146.52	144.96	141.71	137.85	134.45	131.30	128.17	109.53	58.58
B787	147.71	146.38	145.05	143.10	141.57	138.38	134.61	131.29	128.21	125.16	106.95	58.58
B-767-400ER	145.64	144.35	143.04	141.11	139.63	136.48	132.77	129.51	126.48	123.49	105.52	58.58
A330-200/300	145.64	144.35	143.04	141.11	139.63	136.48	132.77	129.51	126.48	123.49	105.52	58.58
B-767-300ER	129.06	127.55	126.01	123.95	122.70	119.89	116.68	113.83	111.11	108.47	92.69	58.58
B767-300/200	129.06	127.55	126.01	123.95	122.70	119.89	116.68	113.83	111.11	108.47	92.69	58.58
B757	129.06	127.55	126.01	123.95	122.70	119.89	116.68	113.83	111.11	108.47	92.69	58.58
B737-900	124.40	123.26	122.14	120.51	119.21	116.53	113.36	110.56	107.96	105.39	90.09	58.58
B737-800/700	123.76	122.66	121.54	119.92	118.64	115.98	112.84	110.07	107.48	104.92	89.69	58.58
A320/319	119.42	118.34	117.26	115.68	114.45	111.87	108.83	106.14	103.65	101.19	86.47	58.58
MD-90	117.28	115.82	114.36	112.42	111.23	108.66	105.67	103.05	100.53	98.10	83.78	58.58
MD-88	114.53	112.97	111.51	109.48	108.32	105.77	102.76	100.13	97.64	95.19	81.26	58.58
DC9	111.36	110.40	109.38	107.89	106.76	104.35	101.53	99.01	96.72	94.42	80.68	58.58
B737-300G/300/200	111.36	110.40	109.38	107.89	106.76	104.35	101.53	99.01	96.72	94.42	80.68	58.58
EMB - 195	93.50	92.68	91.83	90.58	89.63	87.61	85.24	83.13	81.20	79.27	67.74	58.58
EMB-190/CRJ-900	79.54	78.85	78.12	77.06	76.25	74.53	72.51	70.72	69.08	67.44	58.58	58.58

Second Officer	12 YR	11 YR	10 YR	9 YR	8 YR	7 YR	6 YR	5 YR	4 YR	3 YR	2 YR	1 YR
B747/B747F	132.88	130.77	129.78	127.69	124.56	121.47	118.40	115.36	110.28	103.20	85.98	58.58

**2003 United-ALPA CBA**

**3-B-5** Effective May 1, 2009 the hourly rates for Captains and First Officers shall be as follows:

**3-B-5-a Hourly Rates**

**Captains**

	<b>B747-400</b>	<b>B777</b>	<b>B767/757</b>	<b>A320/319</b>	<b>B737-300</b>
<b>1 Yr</b>	178.93	178.93	146.63	124.61	124.61
<b>2 Yr</b>	179.94	179.94	147.74	125.68	125.68
<b>3 Yr</b>	180.89	180.89	149.11	126.81	126.81
<b>4 Yr</b>	181.87	181.87	150.11	128.00	128.00
<b>5 Yr</b>	182.91	182.91	151.29	129.19	129.19
<b>6 Yr</b>	183.84	183.84	152.42	130.34	130.34
<b>7 Yr</b>	184.85	184.85	153.42	131.49	131.49
<b>8 Yr</b>	186.08	186.08	154.71	132.65	132.65
<b>9 Yr</b>	187.11	187.11	155.74	133.66	133.66
<b>10 Yr</b>	188.64	188.64	157.35	135.31	135.31
<b>11 Yr</b>	190.07	190.07	159.04	136.87	136.87
<b>12 Yr</b>	191.79	191.79	160.53	138.51	138.51

**First Officers**

	<b>B747-400</b>	<b>B777</b>	<b>B767/757</b>	<b>A320/319</b>	<b>B737-300</b>
<b>1 Yr</b>	32.94	32.94	32.94	32.94	32.94
<b>2 Yr</b>	75.04	75.04	61.61	52.42	52.42
<b>3 Yr</b>	108.52	108.52	89.35	76.08	76.08
<b>4 Yr</b>	114.76	114.76	94.73	80.76	80.76
<b>5 Yr</b>	117.15	117.15	96.91	82.75	82.75
<b>6 Yr</b>	119.86	119.86	99.36	84.98	84.98
<b>7 Yr</b>	122.64	122.64	101.80	87.25	87.25
<b>8 Yr</b>	125.61	125.61	104.43	89.54	89.54
<b>9 Yr</b>	126.67	126.67	105.42	90.48	90.48
<b>10 Yr</b>	128.19	128.19	106.91	91.95	91.95
<b>11 Yr</b>	129.64	129.64	108.46	93.35	93.35
<b>12 Yr</b>	131.00	131.00	109.64	94.60	94.60

## Exhibit "C"

### CAL Lump Sum Payment Distribution

- A. General Rule for Distribution of the Continental Pilot Amount. In accordance with the Letter of Agreement (the Lump Sum LOA) to which this Exhibit C is attached, including the arbitration award attached to the Lump Sum LOA as Exhibit A, the sum of \$175,000,000 (the Continental Pilot Amount) is payable to Continental Pilots in cash, in two tranches of \$109,375,000 and \$65,625,000 respectively, subject to appropriate deductions and withholding required by Agreement or under law, on the Payment Dates specified in the Lump Sum LOA, and to the Hold Back Fund provided in Paragraph I. One-half of each tranche of the Continental Pilot Amount (the Availability Portion) will be distributed to Eligible Pilots in proportion to their Availability, and one-half (the Earnings Portion) will be distributed to Eligible Pilots in proportion to their Considered Earnings.
- B. Definitions. In addition to terms defined in the Lump Sum LOA or elsewhere in this Exhibit, the terms listed below, when used in this Exhibit with their initial letters capitalized, are defined as follows:
1. Agreement: The United Pilot Agreement.
  2. ALPA: Air Line Pilots Association, International
  3. Available or Availability: A Pilot is deemed to be Available in any Bid Period in which he has Considered Earnings. A Pilot's Availability is the total number of Bid Periods in which he is Available.
  4. Bid Period: As defined in Section 25, Part 2 of the Continental CBA.
  5. Company: For periods prior to October 1, 2010, the term "Company" means Continental; thereafter, it means United Airlines, Inc.
  6. Considered Earnings: Considered Earnings includes base pay, sick pay, vacation pay, overrides, and premiums during the Relevant Time Period, but excludes expense reimbursement, per diem, profit sharing payments, on-time award payments, pension payments, imputed income, or other similar awards or allowances during the Relevant Time Period. In the case of management pilots, Considered Earnings does not include any amounts received during the Relevant Time Period under Continental's Annual Incentive Program (AIP).

7. Continental: Continental Airlines, Inc.
8. Continental CBA: The Collective Bargaining Agreement between Continental and ALPA (Contract '02).
9. Eligible Pilot: Subject to Paragraph D, any Pilot on the Continental Pilot System Seniority List at any time during the Relevant Time Period who has an Eligible Bid Period.
10. Eligible Bid Period: Any bid period during the Relevant Time Period in which the Pilot received any Considered Earnings.
11. Lump Sum LOA: The Letter of Agreement to which this Exhibit is attached, providing, among other things, for the payment of the Continental Pilot Amount of \$175,000,000.
12. Pilot. A Captain or First Officer as respectively defined in Sections 2.9 and 2.22 of the Continental CBA. The term Pilot includes flight instructors as defined in Section 10, Part 1.4 of the Continental CBA.
13. Relevant Time Period: The period from January 1, 2009 until and including the day immediately prior to the date of signing of the Agreement.

C. Determination of Individual Eligible Pilot Amount

1. Total Amount Distributable To Individual Eligible Pilot. The amount distributable to each Eligible Pilot shall be the sum of the Earnings Portion determined in accordance with Subparagraph a. below, and the Availability Portion determined in accordance with Subparagraph b. below.
  - a. Earnings Amount. Each Eligible Pilot's share of the Earnings Portion of each tranche of the Continental Pilot Amount will be equal to the ratio that the individual Eligible Pilot's Considered Earnings bears to the aggregate amount of Considered Earnings for all Eligible Pilots for that same period. (For example, if an Eligible Pilot's Considered Earnings were \$400,000 and the aggregate Considered Earnings were \$2,500,000,000, the Eligible would be entitled to 0.016% ( $\$400,000/\$2,500,000,000$ ) of the Earnings Portion of each tranche.)



- b. Availability Amount. Each Eligible Pilot’s share of the Availability Portion of each tranche of the Continental Pilot Amount will be equal to the ratio that the total number of the individual Eligible Pilot’s Eligible Bid Periods bears to the aggregate Eligible Bid Periods of all Eligible Pilots. (For example, if an Eligible Pilot has a total of 40 Eligible Bid Periods and the aggregate Eligible Bid Periods of all Eligible Pilots are 200,000, then the individual Eligible Pilot will receive .02% (40/200,000) of the Availability Portion of each tranche.)

D. Additional Rules

- 1. Management Pilots. Management pilots at Level 1 or Level 2 (e.g., Managing Directors, Chief Pilots) are not Eligible Pilots. Subject to the limitations on Considered Earnings provided in Paragraph B.6 above, management pilots below Level 2 will be Eligible Pilots, entitled to participate in the distribution of both the Earnings Portion and the Availability Portion of the Continental Pilot Amount, provided that the Company provides ALPA with documentation sufficient to enable ALPA to verify the amount of the management pilot’s Considered Earnings, including the amount of AIP to be excluded from Considered Earnings. The pro rata share of an eligible management Pilot who receives any AIP during the Relevant Time Period (regardless of when earned) will be offset by the amount of such AIP, and the offset amounts will be added to the shares of all Eligible Pilots who did not have an AIP, in accordance with the formulas under Paragraph C.
  
- 2. Retired Pilots. Otherwise eligible Pilots who, having attained Early or Normal Retirement Age as defined in the Continental Pilots Retirement Plan either prior to or during the Relevant Time Period, and who retire during the Relevant Time Period, are entitled to participate in the distribution of both the Earnings Portion and the Availability Portion of the Continental Pilots Amount, to the extent they have Considered Earnings and Eligible Bid Periods during the Relevant Time Period. However, Retired Pilots do not have Considered Earnings (except for payment or accrued unused vacation or similar final payments on termination of employment) or Eligible Bid Periods after their retirement date.
  
- 3. Unpaid Leave of Absence. Pilots on unpaid leaves of absence, including Voluntary Leaves, Military Leaves or other unpaid absence, at any time during the Relevant Time Period do not have Considered Earnings or Eligible Bid Periods while on such leave, but are entitled to participate in the distribution of both the Earnings

Portion and the Availability Portion of the Continental Pilots Amount, to the extent that they have Considered Earnings and Eligible Bid Periods before and/or after the period of leave.

4. Furlough. Pilots on furlough at any time during the Relevant Time Period do not have Considered Earnings or Eligible Bid Periods while on furlough, but are entitled to participate in the distribution of both the Earnings Portion and the Availability Portion of the Continental Pilots Amount, to the extent that they have Considered Earnings and Eligible Bid Periods either before such furlough or after recall.
  
5. Non-Management Special Project. The Considered Earnings and Eligible Bid Periods of Eligible Pilots include Considered Earnings and Eligible Bid Periods while on Non-Management Special Project at any time during the Relevant Time Period (e.g., pilots removed from line flying to work on integration projects such as achieving a Single Operating Certificate).
  
6. ALPA Representatives. Any otherwise Eligible Pilot, who is paid by the Company while serving as a representative of ALPA at any time during the Relevant Time Period, shall be credited with all Considered Earnings and Eligible Bid Periods during the period of such service, whether or not ALPA reimburses the Company for such pay.
  
7. Deceased Pilot. In the case of an Eligible Pilot who has Considered Earnings and Eligible Bid Periods and who dies before receiving full distribution of his pro rata share of the Earnings Portion and Availability Portion of the Continental Pilots Amount, payment of any undistributed amount will be made to the deceased Eligible Pilot's beneficiary, determined in accordance with the beneficiary provisions of the Continental Pilots Defined Contribution Plan.
  
8. Voluntary Termination. An Eligible Pilot who voluntarily terminated his service with the Company during the Relevant Time Period will not receive a share of the Continental Pilots Amount.
  
9. Involuntary Termination. An Eligible Pilot who was involuntarily terminated before or during the Relevant Time Period, and who was reinstated with back pay (by award, settlement or otherwise), before the date of signing of the Agreement, will be credited with Considered Earnings and Eligible Bid Periods during the

period of involuntary termination for amounts and periods covered by the back-pay award.

10. Long Term Disability. No Considered Earnings or Eligible Bid Periods will be credited to an Eligible Pilot for any portion of the Relevant Time Period during which he is receiving benefits under the Continental Airlines Long Term Disability Program for Pilots.
11. Occupational Injury/Illness. An Eligible Pilot who incurs an occupational illness or injury before or during the Relevant Time Period and who receives pay in accordance with Section 16 of the Continental CBA during the Relevant Time Period, will receive credit for Considered Earnings and Eligible Bid Hours based on such pay, adding back such pay any amounts applied by the Company as an offset under Section 16, Part I.

E. Pilot Verification of Calculation; Errors and Omissions Disputes

1. Verification. Each Eligible Pilot will be provided his Considered Earnings and Eligible Bid Periods in order to permit him to verify his share of the Continental Pilots Amount.
2. Considered Earnings and Eligible Bid Periods Error and Omission Disputes. An Eligible Pilot who believes that an error exists in the calculated Considered Earnings or Eligible Bid Periods may file a dispute with ALPA seeking to correct such issue within a period and under such procedures as will be specified by ALPA. ALPA will coordinate with the Company (to the extent appropriate) for the resolution of such disputes.

F. Disputes Over Allocation Methodology. Any dispute raised by a Pilot over the allocation methodology set out in this Exhibit C shall be subject to resolution between the Pilot and ALPA under the dispute resolution provisions of Section 40, Part 3, Paragraph J. of ALPA's Administrative Manual. The Association shall provide notification to the Pilot group of the allocation methodology and a copy of, or electronic link to, the aforementioned policy promptly upon membership ratification. To the extent appropriate under the circumstances, the Association may shorten time periods for processing any dispute.

G. Hold Back Fund. There shall be established, out of the payment of the Continental Pilot Amount due under paragraph 3.A. of the Lump Sum LOA (see also paragraph 3.C. of the Lump Sum LOA), a Hold Back Fund in an adequate amount, as determined by the Association. On a Payment Date for the Errors and Omissions Amount involving a sum in

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the Hold Back Fund not applied to correct errors and omissions, such amount will be distributed to Eligible Pilots in accordance with the distribution methodology of this Exhibit and the requirements of ALPA Policy, Section 40 Part 3.J.10.b

*LOA 25 Merger Transition Issues*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as "the Company" or "United") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "the Association" or "ALPA").

The parties agree to the following as they transition to the new Agreement:

1. Seattle Base Commitment

The Company shall not exercise its rights under Section 8-H-3 of the Agreement to close the Seattle Base for a period of two (2) years from date of signing ("DOS") of the Agreement.

2. s/United Pilots Offered s/Continental Jobs

s/United pilots who were offered employment at s/Continental in accordance with paragraph 7.B of the Transition and Process Agreement dated September 26, 2010 will not be considered to be on Involuntary Furlough for purposes of Section 5-B-1-a-(1) of the Agreement.

3. Time Away from Base Rig

For one (1) year after the Operational Merger Date (as defined by the Transition and Process Agreement dated September 26, 2010), Section 5-G-3 of the Agreement shall read as follows: "Schedules shall contain a minimum of one (1) hour pay value for each four (4) hours elapsed time away from his Base, prorated on a schedule or actual basis whichever is greater."

4. Pay Longevity Credit for Furloughees

Upon date of signing, any pilot who is, or previously was, furloughed and whose accrued pay longevity is less than that of pilots hired on or before 5/6/08 shall receive additional pay longevity credit for time spent on furlough, but only to the extent that such credit

does not provide a pay longevity date prior to 5/7/08. When an Integrated Seniority List is presented to the Company that satisfies the terms of Section 5 of the Transition and Process Agreement (“TPA”), pilots who are or previously were furloughed shall receive additional pay longevity credit for all time spent on furlough provided that they have additional time on furlough which was not credited for pay longevity purposes upon date of signing, and provided further that the application of such additional credit does not result in any s-United pilot having a pay longevity date that is earlier than the pay longevity date of the next most senior s-Continental pilot. For purposes of the application of the calculations required by the preceding sentence only, a hypothetical unadjusted pay longevity date for s-Continental pilots shall be used. The hypothetical unadjusted pay longevity date will be established by removing pay longevity reductions resulting from time spent on leaves of absence.

5. Transition Hiring and Recall

It is understood by the parties that the rights of the pilots to new hire positions are governed by Section 7 of the TPA until completion of the ISL at which time the Agreement process shall apply to all vacancies and recalls, including the recall of all pilots on voluntary furlough.

6. Flywize

The October 26, 2012 Flywize 767/757 Memorandum of Understanding will sunset upon implementation of a new Agreement, provided the Company has satisfied the requirements stated below. These requirements will continue in full force and effect until all three have been completed.

- a. The Company will not require Single Segment Dispatch of a SABRE flight plan through ACARS until the ACARS system is able to receive and print a full Sabre package in a timely manner (generally less than 10 minutes).
- b. Unless the Company and ALPA agree, the use of the ACARS system to print flight plans will not be required until ACARS is capable of printing a properly formatted SABRE package.
- c. Terrain Resolver: The Company will not implement Terrain Resolver in SABRE FPM until it has satisfactory functionality.

7. PDI

The parties agree to finalize the following two MOUs (Memorandum of Understanding) involving certain s/United PDI pilots: The PDI Workers Compensation MOU and the PDI Benefit Overpayment MOU.

8. I/E

A. Until the programming to allow an Instructor/Evaluator (“I/E”) pilot to participate in trip-trading is complete, the following shall apply:

- 1) I/Es may only pick up open trips or portions of open trips with Company concurrence (in order to ensure legality).

- 2) Section 20-P-3-a of the Agreement will be replaced with the following: The Company will designate a four (4) hour period on each of the 26th, 27th, 28th and 29th calendar days of the month during which I/Es will be permitted to pick up open trips or portions of open trips with scheduler assistance. The Company will evaluate the request's legality, but will not execute the transaction while a batch trip trade solution is running. After the batch solution ends, if the desired flying remains available, it will be assigned to the I/E at that time.
  - 3) Sections 20-P-3-b, 20-P-3-c and 20-H-5-e of the Agreement will be administered as follows, but in a way that does not disadvantage an in-base or out-of-Base Lineholder's first opportunity to pick up the trip that the I/E is picking up: The Company will evaluate the request's legality, but will not execute the transaction while a batch trip trade solution is running. After the batch solution ends, if the desired flying remains available, it will be assigned to the I/E at that time.
- B. On the termination date of the Transition and Process Agreement, the TPA grievance award in the "TPA Training" grievance shall also terminate and shall have no further force and effect.
9. JFK/EWR/LGA Bases
- Until one year after completion of the ISL process as specified in Section 5 of the Transition and Process Agreement dated September 26, 2010 (TPA), the Company may change the primary airport for JFK-based pilots to EWR. Such change in designation will not constitute a displacement pursuant to Section 8-E of the Agreement and the Company will not be required to issue a displacement bid associated with the change. If the JFK Base is closed within one year of the completion of the ISL process as specified in Section 5 of the TPA Integration, a JFK or LGA Base may not be opened for two (2) years after the date it is closed. If a JFK or LGA Base is opened within one (1) year of the end of the two (2) year restriction, a pilot who was based in JFK and had his primary airport changed to EWR shall, on the first vacancy bid establishing those Bases, be offered in seniority order vacancies in JFK or LGA on the same equipment type and status he held when his primary airport was changed to EWR, prior to awarding such vacancies under the provisions of Section 8-C-5 of the Agreement.
10. Travel Authorization
- The Company agrees that by effective date of the Agreement it shall provide the highest priority NRSA travel authorization for pass entitlements referenced in Sections 8 and 10 of the Agreement and it shall provide PS5B pass entitlements under Sections 8-G, 8-H, 10-H, 12-E, 17, 18 and 23 of the Agreement and the Pilot Transfer and Move Handbook.
11. CRAF/AMC LOA.
- a. All CRAF/AMC on the s/Continental subsidiary will continue to be included in the Monthly Schedule Preferencing until Operational Merger Date.
  - b. As part of the JIT scheduling process, the parties will meet and agree upon revised Paragraph 3-C-12 provisions for application to Basic AMC Trips and the parties will

explore revising provisions applicable to Global AMC Trips.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

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Captain Fred Abbott  
Senior Vice President  
Flight Operations

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Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC



*LOA 26 Implementation*

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

This Memorandum of Understanding is entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between United Airlines, Inc. (“Company” or “United”) and the Air Line Pilots Association, International (“Association” or “ALPA”).

WHEREAS, the Company and the Association are parties to a collective bargaining agreement (“the Agreement”), which will set forth and combine rates of pay, rules and working conditions of the pre-merger United and Continental Airlines, Inc. (“Continental”) pilot groups, and

WHEREAS, the effective date of the Agreement precedes the merger of the seniority lists of the Continental and United pilot groups, and

WHEREAS, certain aspects of flight the operations will need to be kept separate prior to the merger of the seniority lists, and

WHEREAS, the parties desire that the Agreement be completely implemented as soon as possible consistent with the limitations imposed by separate pilot seniority lists and technical restrictions that cannot be dealt with by DOS, and

WHEREAS, the Agreement contains numerous provisions that will require substantial programming to place into effect, and

WHEREAS, the parties wish to set forth the process, sequence, and timeline by which to the provisions of the Agreement will be implemented,

NOW THEREFORE, the parties hereto agree as follows:

**A General**

**A-1** This LOA contains the full understandings and complete agreement of the parties regarding the implementation of the terms of the Agreement and the conversion from two separate collective bargaining agreements and two separate flight operations to a single pilot group operating a single operation under a single Agreement.

**A-2** Any disputes regarding this LOA that the Joint Implementation Team is unable to resolve

shall be referred to a group of four, composed of the MEC Chairmen and two flight operations officials designated by the Company, and if the matter still cannot be resolved, to the dispute resolution procedure identified in Paragraph C of this Letter of Agreement.

**A-3** In some cases prior to full implementation of the Agreement reference will need to be made to the predecessor 2005 Continental CBA, the United 2003 CBA, or both for details regarding rules, operations, and applicable contract provisions. Such provisions primarily deal with scheduling, integration of the fleet, other matters involving computer and IT systems, and operations.

**A-4** This LOA will be effective on the date of signing. The individual provisions of this LOA shall not become permanent, but shall sunset when implementation of the Agreement is accomplished.

**A-5** The earliest implementation of the Agreement is desired by both parties, and they pledge to work diligently towards that goal. The parties acknowledge that by its nature, predicting implementation is imprecise, and recognize that technology and operational imperatives can affect any implementation schedule. It is the parties' intention and desire that all implementation dates and targets be met as planned. However, if technology allows, earlier implementation shall occur.

**B** Joint Implementation Team

**B-1** The parties shall establish a Joint Implementation Team ("JIT") consisting of the four members of the JCBA Scheduling Small Group (two Association members and two Company members). This team will determine what changes need to be made in order to implement the scheduling provisions and comply with the intent of the Agreement. Additionally, the JIT will resolve any scheduling issues that arise due to implementation that are not covered by the Agreement. This team will meet as needed during the implementation period. The two primary Association members will be provided flight pay loss by the Company, such flight pay loss shall not be counted against the flight pay loss credit provided to the Association in accordance with Paragraph C-1 of LOA 21, Association Business.

**B-2** The JIT shall have responsibility for the timely and effective implementation of the Agreement. To satisfy its responsibility for timely and effective implementation the JIT shall have active ongoing involvement in development of systems integration and processes and the decisions relating thereto.

**B-3** The JIT shall have authority to set its own schedule, meeting as often, in such locations, and for as long as it deems necessary to complete the Agreement implementation. It may also utilize the services of such subject matter experts from ALPA and the Company as it deems necessary or advisable. If the JIT agrees ALPA subject matter experts are required, their flight pay loss will be provided by the Company. Such flight pay loss shall not be counted against the flight pay loss credit provided to the Association in accordance with Paragraph C-1 of LOA 21, Association Business.

**B-4** The JIT shall work as a collaborative team. To that end, JIT decisions regarding the implementation schedule and the manner of implementation shall be by mutual agreement of

the JIT members.

**B-5** The JIT shall oversee and monitor all pilot scheduling and related aspects of implementation, as well as any other elements of the Agreement that the Company and the Association choose to refer to the JIT. The JIT shall have authority to establish and amend all timelines for implementation by mutual agreement. In the event there is an impasse over the implementation schedule or any other aspect of implementation, the matter shall be referred to the MEC Chairman(s) and the Senior V.P. of Flight Operations for resolution. In the event the matter cannot be resolved within sixty (60) days from the initial impasse it can be referred by either party to the mediation arbitration process established in paragraph C of this letter of Agreement. The parties will attempt to identify all unresolved issues so that only one mediation arbitration process with respect to implementation is required. If the matter is referred to arbitration the panel shall have the authority to establish and amend timelines and to provide relief to any party harmed by delay in implementation.

**B-6** The JIT shall have unfettered access to the areas of the Company and the Association, and information and data needed for such oversight, provided it does not interfere with the ongoing operation and provided that appropriate confidentiality agreements have been executed for access to confidential or sensitive information and data.

**B-7** The JIT shall be responsible for compiling information to be published to the pilots explaining the terms of the new Agreement and their implementation. Such publication shall be for pilots' convenience and information only. Publications of the JIT shall not be considered to be contractual and shall not be binding on either party as to the interpretation of any term or condition of the Agreement. Publications may be amended from time to time to incorporate new understandings and information agreed upon by the parties.

**B-8** The JIT shall report on the progress of the implementation and on their activities in support thereof to the MEC Chairman (of both MECs prior to establishment of a single MEC) and the Senior Vice President, Flight Operations no less than once per month until the MEC Chairman and the Senior Vice President agree that monthly reports are no longer necessary. The JIT may, at the request of the MEC Chairmen, hold informational meetings with pilots to discuss the timing and progress of implementation.

## **C** Mediation Arbitration Process

**C-1** The parties will select a neutral mediator/arbitrator (the "neutral") to mediate and/or arbitrate any unresolved issue(s). The parties will bear equally the neutral's compensation and expenses.

### **C-2** Mediated Negotiations

**C-2-a** The parties will engage in negotiations mediated by the neutral as to all identified issues for a minimum of three (3) days and a maximum of five (5) days.

**C-2-b** These mediated negotiations will commence at a mutually agreed upon date and location.

**C-2-c** If the parties are unable to reach an agreement through mediated negotiations, each party will submit written proposals to the neutral.

**C-3 Arbitration**

**C-3-a** The neutral will take oral and written evidence in support of and in opposition to these respective proposals.

**C-3-b** The neutral may award the proposal of either party as to an open issue (if the issue has not been resolved before the award), or may award a compromise between the proposals of the parties. The neutral’s award should conform to the terms and intent of the Agreement as closely as possible.

**C-3-c** The neutral will not award a proposal that modifies the rates, rules and working conditions specified in the Agreement.

**C-3-d** If the neutral determines that the positions of both parties on an open issue modifies the terms of the Agreement, the neutral will so advise the parties, explaining the basis of his determination, and the parties will then submit revised proposals.

**C-3-e** Arbitration hearings before the neutral will be conducted at a mutually agreed upon time and will be transcribed if the parties agree.

**C-3-f** The neutral’s award as to an open issue will be final and binding.

**D Implementation Plan**

For purposes of this Letter of Agreement, the effective date of the Agreement will be the beginning of the first full Bid Period following the date of signing. Provisions related to rates of pay, per diem, international pay override, GUM foreign base allowance, vacation accruals, deadhead center seating premium, and employer DC contribution shall be effective upon the first day of the Bid Period in which date of signing of the Agreement occurs. Other provisions not delineated below shall also be implemented upon the effective date, except for those parts, and only to the extent that the JIT agrees they are, dependent upon an issue delineated below. Until a provision is implemented, pilots will continue operating under the provisions of their previous CBAs, or as may otherwise be agreed by the Company and the Association.

	Topic	Expected Implementation
1.	3-A : Pay Rates	Pay rates implemented upon the first day of the Bid Period in which date of signing occurs; however, equipment differential within Airbus and 757/767 categories at sUA implemented upon combined CMS, in these Categories blended rate paid for all time until then
2.	3-C-1-b-(1)-(a) and (b): Pay for unused SC/FSB	sUA - Implemented upon effective date of the Agreement (*interim measure) sCO – Full implementation to be developed by the Joint Implementation Team (JIT)
3.	3-C-2 : PTC (sCO - Trip Protection value established at PBS award)	Implemented upon effective date of the Agreement
4.	3-C-3-c-(1) : Overs Leg-by-Leg	Implemented upon effective date of the Agreement (*interim measure for sUA)

	Topic	Expected Implementation
5.	Senior Man/Junior Manning Pay override increased to 100%	Implemented upon effective date of the Agreement
6.	Inverse Assignment/Involuntary Junior Manning	sUA - Full implementation to be developed by the Joint Implementation Team (JIT) sCO – upon the effective date of the Agreement, at the end of a pairing limited to two times per year for any pilot (waivable). If Trip is open earlier than 6 hours prior to report, no involuntary junior manning unless trip published for voluntary junior manning. Full implementation to be developed by the Joint Implementation Team (JIT)
7.	20-H-5-a : SRM Trips	Senior Manning Trips will be offered by Bulletin upon the effective date of the Agreement. The rest of the SRM process to be developed by the Joint Implementation Team (JIT)
8.	20-K-3-c-(6) : One Short Call per Day	Implemented upon effective date of the Agreement
9.	20-K-3-d-(2) : Bypass for Reserve to Lineholder Transition	sUA - Implemented upon effective date of the Agreement sCO - Full implementation to be developed by the Joint Implementation Team (JIT)
10.	3-B-3 : Longevity During Furlough	Implemented with the second full Bid Period after effective date
11.	9-D-1 : CQ Travel Booking	Implemented with the second full Bid Period after effective date
12.	11-E-4-b : Monthly Vacation with OE Blocker Days	Implemented with the second full Bid Period after effective date
13.	11-G : Vacation Trip Drop	Implemented with the second full Bid Period after effective date
14.	13 : Workers Comp Conversion to Sick	sUA - N/A sCO - Implemented with the second full Bid Period after effective date
15.	20-B : Preparing for Monthly Schedule Preferencing	Implemented with the second full Bid Period after effective date
16.	20-C-1 : Earlier Monthly Preferencing Windows	sUA – Implemented upon combined PBS sCO - Implemented with the second full Bid Period after effective date
17.	20-H-4 : Lineholder Premium Pay	Premium pay rates can be established with the second full Bid Period after effective date. Full implementation to be developed by the Joint Implementation Team (JIT)
18.	23-P-5-b : I/E Vacation Slide	Implemented with the second full Bid Period after effective date
19.	3-C-3-a : Deadhead to Line Value	sUA - Implemented with the effective date sCO - Implemented with the third full Bid Period after effective date
20.	3-F : Vacation Pay Value 3:15 per Day	Implemented with the third full Bid Period after effective date (*interim measure)
21.	3-G : Paid Absence Credit at 2.8	Implemented with the third full Bid Period after effective date
22.	4-A-2 : Crew Meals - Published Pairings	Implemented with the third full Bid Period after effective date

	Topic	Expected Implementation
23.	4-B : Hotel Guidelines	Implemented with the third full Bid Period after effective date
24.	5-E-1-h : Surface Deadhead	Implemented with the third full Bid Period after effective date
25.	5-E-1-i : Co-Terminals	Implemented with the third full Bid Period after effective date
26.	5-E-2-a : VerID	Implemented with the third full Bid Period after effective date
27.	Minimum Domicile Rest 12:45	sCO - Implemented as increased Domicile Rest with the third full Bid Period after effective date for Lineholders in PBS only
28.	5-E-4 : Scheduled Lineholder Minimum Days Off (Full and Partial Month)	Implemented with the third full Bid Period after effective date
29.	5-F-3-k : 9 hours at hotel	sUA - Implemented upon effective date of the Agreement sCO - Implemented with the third full Bid Period after effective date
30.	5-G-1 : 1 for 2 Rig	Implemented with the third full Bid Period after effective date
31.	5-G-2 : Day Rig (5 per Day) Pay Only	Implemented with the third full Bid Period after effective date (*interim measure)
32.	5-G-5 : Minimum Pay Value Provisions. Deadhead Pay	sUA - Implemented with the effective date sCO - Implemented with the third full Bid Period after effective date
33.	5-I-6 : Multiple Leg Duty Period Augmentation	Implemented with the third full Bid Period after effective date
34.	5-I-7 : Crew Composition - 1-way Augmentation	Implemented with the third full Bid Period after effective date
35.	5-J : Crew Rest Facilities	Curtains on 767 aircraft - implementation to be developed by the Joint Implementation Team (JIT) All other implemented with the third full Bid Period after effective date
36.	9-B-3 : Recurrent Training Preferencing	Implemented with the third full Bid Period after effective date including the ability to avoid "early" months while preferencing slots
37.	9-E-2 : Lodging Request	Implemented with the third full Bid Period after effective date
38.	11-F-1 : Sliding Vacation Request	sUA - Implemented with the third full Bid Period after effective date sCO – Current process until 11-F-1 Implemented for vacation year 2014
39.	20-D-3 : Error Resolution	Implemented with the third full Bid Period after effective date
40.	20-R-1 : Electronic Notification for Landings Qual.	Implemented with the third full Bid Period after effective date
41.	23-G : I/E Reserve Assignments	Implemented with the third full Bid Period after effective date
42.	LOA : 1 for 4 Rig	Implemented with the third full Bid Period after effective date
43.	sCO Eliminate Waive Credit Option in PBS	Implemented with the third full Bid Period after effective date

	Topic	Expected Implementation
44.	3-E-1-c : Training > 5 days. Pay and Credit.	Implemented with the third full Bid Period after effective date
45.	3-E-1-a and b : Training < 5 days. Pay and Credit.	Implemented with the third full Bid Period after effective date
46.	LOA : Guam Flying G-1	Implemented with the third full Bid Period after effective date
47.	5-C: Basic and Global Flight Deadheading	Implemented with the fourth full Bid Period after effective date
48.	8-C-2 : Posting of Min/Max	sUA - Implemented with the fourth full Bid Period after effective date sCO - Implemented with the effective date
49.	8-G : TDY Preference Award Seniority	Implemented with the fourth full Bid Period after effective date
50.	3-I-5 : Paycheck Methodology	sUA - Implemented with the effective date sCO - Implemented with the fifth full Bid Period after effective date. Upon changeover deduct unrecovered advance over 6 months
51.	5-B-1 : LPA Range and Line Construction Range	sUA – Implemented with Combined PBS sCO - Implemented with the fifth full Bid Period after effective date
52.	5-E-2-(b) through (d) : Scheduled Report and Release Times	Implemented with the fifth full Bid Period after effective date
53.	5-F-2-(b) : Actual Report and Release Times	Implemented with the fifth full Bid Period after effective date
54.	20-C-5-C : LPA Tolerances	sUA – Implemented with Combined PBS sCO - Implemented with the fifth full Bid Period after effective date
55.	sCO Reserve Release to Trip	Implemented with the fifth full Bid Period after effective date for Aggressive Pickups – no phone window on same day of trip; Trip Assignments released upon assignment
56.	1-C-3 : Foreign Code Share	Implemented with the sixth full Bid Period after effective date for Avianca/Taca
57.	5-E-4-c : Base 1/7	Implemented with the sixth full Bid Period after effective date
58.	5-E-4-d : Reduce Lineholder MDOs by Two	Implemented with the sixth full Bid Period after effective date
59.	5-I-3-a and 5-I-3-b : Double Captain Augmentation	Implemented with the sixth full Bid Period after effective date
60.	20-N : Restoration of Lost Day Off	sUA - Implemented with the sixth full Bid Period after effective date sCO - Implementation to be developed by the Joint Implementation Team (JIT)
61.	LOA : Strike Time Longevity for Passes	Implemented with the sixth full Bid Period after effective date
62.	3-F : Vacation Pay and Credit	Implemented with the eighth full Bid Period after effective date
63.	5 : Rigs	Day Rig (5 per Day) implemented with the ninth full Bid Period after effective date
64.	5-E-5 : Reserve Minimum Days Off	Implemented with the ninth Bid Period after effective date

	Topic	Expected Implementation
65.	3 : Vacation to Add Pay	sUA - Implemented with the combined CMS sCO - Implemented with the effective date
66.	3--C-3-c-(1) : Leg-by-Leg Payment of Flight Time	sUA - Implemented with the combined CMS sCO - Implemented with the effective date
67.	3-A-3 : Blended Rates for Soft Time	sUA - Implemented with the combined CMS sCO - Implemented with the effective date
68.	3-C-1 and 3-C-2 : MPG/PTC	Implemented with combined CMS
69.	20-C-3-c : Training Rates OE	Implemented with combined CMS
70.	Mid-Month Hourly Pay Change	Implemented with combined CMS
71.	4-A-2 : Crew Meals - Non-Published Pairings	Implemented with combined CMS
72.	5-B-2 : Adjusted Block Cap after Schedule Preferencing	Implemented with combined CMS
73.	5-B-4 : FAR Limit 1,000 Hours / 365 Days	Implemented with combined CMS
74.	5-E-1 : Unaugmented Flights over 8 hours	Implemented with combined CMS
75.	5-E-1-a through g : Scheduled Duty Limitations	Implemented with combined CMS
76.	5-E-3 : Minimum Scheduled Off-Duty Time	Implemented with combined CMS
77.	5-E-6 : Types of Reserve Days Off	Implemented with combined CMS
78.	5-E-7 : Reserve Line Construction	Implemented with combined CMS
79.	5-E-8 : Reserve Schedule Modification	Implemented with combined CMS
80.	5-E-10 : All Night Flying (ANF) Restrictions	Implemented with combined CMS
81.	5-E-11 : ANF Scheduled Off-duty Period	Implemented with combined CMS
82.	5-E-12 : Trip Limitations	Implemented with combined CMS
83.	5-F-1 : Actual Duty Limitations	Implemented with combined CMS
84.	5-F-2-(a) : Reduced Report Time	Implemented with combined CMS
85.	5-F-3 : Minimum Actual Off-Duty Time	Implemented with combined CMS
86.	9-B-4 : Lineholder Self-Scheduling of Recurrent Ground Training	Implemented with combined CMS
87.	9-F-10 : Rest Before and After Training	Implemented with combined CMS
88.	9-F-11 : 1 in 7 days off	Implemented with combined CMS
89.	20-Q-11 : Recurrent Training Fill-in Assignments	Implemented with combined CMS
90.	11-D through E : Vacation Bid	Implemented for vacation year 2014
91.	20-A-8 : Base Time	Implemented with combined CMS
92.	20-C-4-D : Use of Jeppesen PBS	Implementation to be developed by the Joint Implementation Team (JIT)
93.	20-K : Scheduling of Reserve Crews	Implemented with combined CMS
94.	20-L : Reassignments	Implemented with combined CMS
95.	20-O : Abnormal Operations	Implemented with combined CMS
96.	20-Q-10 : Reserve Availability during Post-Trip Rest Required by FAR 117.25	Implemented with combined CMS
97.	LOA : Guam Flying	Implemented with combined CMS
98.	20-M: Long Delays	Next Full Bid Period following availability of process for sections 20-L and 20-N
99.	22 : Retirement Plan Changes	Except as otherwise agreed, implemented with the twelfth full Bid Period after effective date.
100.	LOA : KC Delay Messages	sUA - Implemented with the effective date sCO - Implemented with the upgrade to ACARS, expected in 2014



	Topic	Expected Implementation
101.	5-E-9 : Golden Days Off	Implementation to be developed by the Joint Implementation Team (JIT)
102.	8 : Vacancies and Staffing	Implementation to be developed by the Joint Implementation Team (JIT) At SLI the JIT will develop a process to provide for combined bidding of vacancies
103.	20-F : Assignment or Reassignment After Loss of Flying, Training Assignment or Other Absence and Activity	Implementation to be developed by the Joint Implementation Team (JIT)
104.	20-H : Open Trip or Flying Coverage At Equipment Bases	Implementation to be developed by the Joint Implementation Team (JIT)
105.	20-I : Covering Assignments At Equipment Bases During the Assignment Window	Implementation to be developed by the Joint Implementation Team (JIT)
106.	20-J : Open Flying Coverage At Non-Equipment Bases	Implementation to be developed by the Joint Implementation Team (JIT)
107.	20-N : Restoration of Lineholder Days Off	Implementation to be developed by the Joint Implementation Team (JIT)
108.	20-P : Trip Trading	Implementation to be developed by the Joint Implementation Team (JIT)
109.	LOA 4 : Trip Trading	Implementation to be developed by the Joint Implementation Team (JIT)
110.	Transition Plan to Align Vacation Years	Implementation to be developed by the Joint Implementation Team (JIT)
111.	LOA 19 : Early Retirement Program	Implemented upon Integrated Seniority List.

\*interim measure – these provisions are being implemented on an interim basis until full automation can be developed. They will be paid as Add Pay in a manual process that may not follow normal paycheck cycles.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Donald L. Moak  
President  
Air Line Pilots Association, International

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

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Captain Jay Heppner  
Chairman  
UAL MEC

---

Captain Jay Pierce  
Chairman  
CAL MEC



# MEMORANDA OF UNDERSTANDING



*MOU 1 Workers' Compensation Benefits (Illinois)*

MEMORANDUM OF UNDERSTANDING  
between  
UNITED AIRLINES, INC.  
and  
THE AIR LINE PILOTS  
in the service of  
UNITED AIRLINES, INC.  
as represented by the  
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

The parties agree that the Company shall not contest Worker's Compensation jurisdiction in the State of Illinois for any Pilot who is entitled to file a Worker's Compensation claim in the State of Illinois, including but not limited to, all Pilots whose contracts of hire were made in Illinois.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Pierce  
Chairman  
CAL MEC



*MOU 2 Anchorage Parking*

MEMORANDUM OF UNDERSTANDING  
between  
UNITED AIRLINES, INC.  
and  
THE AIR LINE PILOTS  
in the service of  
UNITED AIRLINES, INC.  
as represented by the  
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

UNITED AIRLINES, INC. (hereinafter “the Company” or “United”), and the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter “the Association” or “ALPA”) agree that the current parking entitlement for a Pilot who maintains his primary residence in Alaska shall be modified as follows:

1. The Association shall provide the Company with a list of pilots who retain parking privileges at Anchorage International Airport. These pilots shall retain their parking privileges for twelve (12) months after the date of signing of the Agreement.
2. Twelve (12) months after date of signing of the Agreement, these pilots shall receive a lump sum payment of \$7,500 after taxes are withheld, and their parking entitlement shall be as set forth in Section 21-H of the Agreement.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

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Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Pierce  
Chairman  
CAL MEC





*MOU 3      JFK Memorial*

MEMORANDUM OF UNDERSTANDING  
between  
UNITED AIRLINES, INC.  
and  
THE AIR LINE PILOTS  
in the service of  
UNITED AIRLINES, INC.  
as represented by the  
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

Whereas, UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”), and the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the “the Association” or “ALPA”) had come to a previous agreement regarding the potential relocation of the ALPA Council 52 “9-11 Memorial” (“the Memorial”) currently displayed at JFK Flight Operations.

Therefore, if JFK Flight Operations is relocated from its current location, Council 52 and the Company shall relocate the Memorial to a location where it can be appropriately displayed, and agree to the following:

1. The Company shall pay for the removal, transportation, and reinstallation of the Memorial to a mutually agreed location;
2. The Association may assist the Company in identifying an appropriate vendor to provide safe and reliable removal, transportation, and reinstallation for the Memorial;
3. Any modification to the mutually agreed new location shall be paid for by the Company;
4. If the Memorial is relocated to DENTK and the Company sells or otherwise transfers ownership or operational control of DENTK to a third party, or if the Company discontinues conducting the majority of United Pilot training at DENTK, the parties shall meet to discuss appropriate arrangements for the continued display and/or further relocation of the Memorial; and
5. Council 52 retains full ownership rights of the Memorial, including the authority to remove the Memorial from any future location at its own expense at the discretion of the Council 52 LEC officers.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

---

Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Pierce  
Chairman  
CAL MEC

*MOU 4 KC Delay Reporting*

MEMORANDUM OF UNDERSTANDING  
between  
UNITED AIRLINES, INC.  
and  
THE AIR LINE PILOTS  
in the service of  
UNITED AIRLINES, INC.  
as represented by the  
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

Whereas, UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”), and the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the “the Association” or “ALPA”) had previously come to a written understanding regarding the implementation of a “KC Delay Reporting Program” to better track and categorize delays coded as cockpit check (KC).

Therefore, the parties have agreed to the following:

1. If a flight experiences a delay categorized as a cockpit delay (currently coded as KC, KF, ME, etc.) an ACARS message shall be sent to the cockpit with a code to identify the department that assigned the delay to the cockpit crew. The flight crew shall be offered the opportunity to respond to the inquiry to identify what specific aspect(s) of the pre-pushback operation contributed to the delay. The flight crew shall also have the ability to provide additional information by entering a free-form message if so desired;
2. The KC Delay Reporting Program is not designed to track or identify an individual Pilot’s performance. Good faith decisions and responses by pilots participating in the program may not be used in any disciplinary action; and
3. The institution of the KC Delay Reporting Program is intended by both parties to provide more accurate reporting of KC delays, and is not intended to prejudice either party in United Air Lines, Inc. v. Air Line Pilots Association International, Case No. 08-CV-4317 (N.D.Ill). The parties may use statistical evidence derived from the program, but United may not use evidence of individual Pilot decisions and communications so long as they were made in good faith.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

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Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Pierce  
Chairman  
CAL MEC

*MOU 5 Longevity for Pass Travel*

MEMORANDUM OF UNDERSTANDING  
between  
UNITED AIRLINES, INC.  
and  
THE AIR LINE PILOTS  
in the service of  
UNITED AIRLINES, INC.  
as represented by the  
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

This confirms that longevity for purposes of pass travel only has been adjusted, for pilots who participated in the 1983 strike at Continental Airlines and who returned to work pursuant to Option 1 or 3, in accordance with the Order and Award at the conclusion of the strike. Pass longevity for those pilots now includes credit for the entire period commencing on the first day of the strike through the date they returned to work. Pilots who retired in lieu of returning to work have a retirement date of November 1, 1985 for purposes of longevity for pass travel.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

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Captain Fred Abbott  
Senior Vice President  
Flight Operations

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Captain Jay Heppner  
Chairman  
UAL MEC

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Pierce  
Chairman  
CAL MEC



*MOU 6 Portability Pool/GVUL Transition*

MEMORANDUM OF UNDERSTANDING  
between  
UNITED AIRLINES, INC.  
and  
THE AIR LINE PILOTS  
in the service of  
UNITED AIRLINES, INC.  
as represented by the  
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

Whereas, UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”), and the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the “the Association” or “ALPA”) wish to confirm their understanding regarding the continuation of the Continental Voluntary Life insurance and the United GVUL insurance for pilots on any leave of absence pending completion of the review and new coverage selection process provided in Section 24-I-7-a of the Agreement as follows:

1. Former s/Continental pilots on a leave of absence on or after the effective date of the Agreement may continue Voluntary Life coverage for themselves and their dependents by paying the “portable pool” rate for such coverage.
2. Former s/United pilots on leave of absence on or after the effect date of the Agreement may continue GVUL coverage for themselves and their dependents by paying the GVUL premium for such coverage.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

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Captain Fred Abbott  
Senior Vice President  
Flight Operations

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Captain Jay Heppner  
Chairman  
UAL MEC

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Pierce  
Chairman  
CAL MEC





*MOU 7 ALPA Ratification Process*

MEMORANDUM OF UNDERSTANDING  
between  
UNITED AIRLINES, INC.  
and  
THE AIR LINE PILOTS  
in the service of  
UNITED AIRLINES, INC.  
as represented by the  
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

Whereas, UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”), and the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the “the Association” or “ALPA”) had come to a previous agreement regarding the ALPA Ratification Process as follows:

1. No collective bargaining agreement (including Letters of Agreement or “LOAs”), shall become effective between United Airlines and ALPA without the signature of ALPA’s President, unless both parties specifically consent that an agreement may begin on an interim basis pending the receipt of the President’s signature. On ALPA’s behalf, consent to proceed on an interim basis may be provided by the United MEC Chairman.
2. Notwithstanding Paragraph 1 of this Memorandum of Understanding (“MOU”), the parties agree that an MOU may be implemented without the signature of ALPA’s President. An MOU is an agreed upon interpretation or application of a specific term or condition of employment already in existence and requires, on ALPA’s behalf, only the approval and signature of the MEC Chairman.
3. No LOA, MOU or protocol may be entered into, even on an interim basis, by any MEC Committee or individual MEC member or officer without the approvals set forth under this MOU.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

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Captain Fred Abbott  
Senior Vice President  
Flight Operations

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Captain Jay Heppner  
Chairman  
UAL MEC

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Pierce  
Chairman  
CAL MEC

*MOU 8      570 Seniority Dates*

MEMORANDUM OF UNDERSTANDING

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

Whereas, UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”), and the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the “the Association” or “ALPA”) had, by a series of agreements, previously agreed to change the Pilot seniority dates and the company hire dates for the group of pilots commonly referred to as “the 570”;

Therefore, the parties agree that:

1. The Company shall maintain the adjusted hire dates of “the 570” Pilot group which were changed on October 26, 2000 in accordance with the following:
  - a. The company hire dates were changed from May 17, 1985 to the date upon which each of these pilots commenced training.
  - b. The only exception to 1.a. was if the Pilot’s company hire date was earlier than the date displayed, in which case the earlier date was retained.
2. An attached list, Exhibit A, contains the date upon which members of the 570 commenced training.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

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Captain Fred Abbott  
Senior Vice President  
Flight Operations

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Captain Jay Heppner  
Chairman  
UAL MEC

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Pierce  
Chairman  
CAL MEC

*MOU 9 Transition MOU for Legacy Continental Flight Instructors*

MEMORANDUM OF UNDERSTANDING  
between  
UNITED AIRLINES, INC.  
and  
THE AIR LINE PILOTS  
in the service of  
UNITED AIRLINES, INC.  
as represented by the  
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

This letter shall serve as a Memorandum of Understanding addressing transition related issues for legacy Continental Flight Instructors.

1. Notwithstanding Section 23-L-1 of the Agreement, legacy Continental Flight Instructors (FIAs) who hold Captain Status at date of signing of the Agreement (DOS) shall receive ninety (90) hours per Bid Period at the hourly rate (or blended rate if applicable) for their best held in Status plus Override for a maximum of thirty-six (36) months from DOS and they shall not be subject to the pay cap for Instructors in Section 23-L-1-b of the Agreement. If the FIA does not meet the qualifications for Evaluator after this thirty-six (36) month period, the pay provisions of Section 23-L-1-b of the Agreement shall apply.
2. Legacy Continental I/Es serving at the Houston Training Center at DOS shall be entitled to a surplus to any subsidiary Continental Category that existed prior to the Operational Merger Date in accordance with Section 8 of the Agreement. The surplus request must be submitted no later than two weeks following the award of the third (3rd) I/E Bid Period after the Operational Merger Date.
3. Legacy Continental I/Es serving at the Houston Training Center who do not possess an FAA medical certificate at DOS shall be eligible to serve as an I/E in the Houston Training Center for thirty (30) Bid Periods following DOS.
4. For the first annual vacation bid after DOS and any transition period prior to harmonization of legacy Continental and legacy United vacation years, full-time (i.e., non-Job Share) I/Es who are assigned to the Houston Training Center shall take all of their vacation in the Houston Training Center and shall have their vacation and vacation swaps awarded in order of line seniority as a combined group by fleet. For the annual vacation bids applying to periods after harmonization, I/Es who are assigned to the Houston Training Center shall have their vacation and vacation swaps awarded in accordance with Section 23-P-5 of the Agreement.
5. An I/E assigned to the Houston Training Center who was a Commuter at DOS is entitled to the following commuter travel benefits until the earlier of the following: ratification of the next

collective bargaining agreement (CBA) after this Agreement, he returns to the line full time, or he voluntarily changes Equipment (i.e., he is not surplusd) except for changes of Equipment as part of the initial cadre on a new fleet.

- a. I/Es traveling between their training location and primary residence shall receive On-Line positive space travel in accordance with Company business travel policy (NRPS). In lieu of On-Line positive space travel and with prior approval of fleet management, I/Es may drive their own vehicles to training events. Mileage expense shall be reimbursed in accordance with the rate outlined in the Company expense policy.
  - b. I/Es traveling to operate assigned flying shall be issued PSO (or its equivalent) travel authorization to and from the origination point of the Trip.
  - c. I/Es traveling positive space may declare themselves “must ride” (i.e., bump revenue passengers) if necessary to guarantee being present for a training Event. Such declaration need only be made to the Senior Manager of Fleet Training by voice mail detailing the circumstances of the declaration of “must ride.” I/Es cannot declare themselves a “must ride” to return home. If unable to return home within the same calendar day, the following day shall become a work day and the I/E shall be provided lodging. “Must ride” may be declared on the last available flight that day to return to the Flight Training Center from a remote training assignment.
6. An I/E assigned to the Houston Training Center who was a Commuter at DOS is entitled to the following expense reimbursement benefits until the earlier of the following: ratification of the next CBA after this Agreement, he returns to the line full time, or he voluntarily changes Equipment (i.e., he is not surplusd) except for changes of Equipment as part of the initial cadre on a new fleet.
- a. I/Es shall be provided hotel lodging and per diem when conducting training assignments or assigned flying at locations in excess of 120 miles from their residences.
    - (1) The per diem rate shall be the same hourly rate as specified in the Agreement. This rate shall be considered all inclusive.
    - (2) With prior approval of the Fleet Manager, I/Es may drive their own cars to training events where it is more convenient to drive than to fly. Mileage expense shall be reimbursed in accordance with the rate outlined in the Company expense policy.

AGREED, this 18<sup>th</sup> day of December, 2012.

**For United Airlines, Inc.:**

**For the Air Line Pilots Association, International:**

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Captain Fred Abbott  
Senior Vice President  
Flight Operations

---

Captain Jay Heppner  
Chairman  
UAL MEC

---

P. Douglas McKeen  
Senior Vice President  
Labor Relations

---

Captain Jay Pierce  
Chairman  
CAL MEC





*MOU 10 Parent Agreement*

**UNITED CONTINENTAL HOLDINGS, INC.  
UNITED AIR LINES, INC.  
CONTINENTAL AIRLINES, INC.**

December 18, 2012

Lee Moak, President  
Air Line Pilots Association  
1625 Massachusetts Avenue, N.W.  
Washington, D. C. 20036

Re: Corporate Structure

Dear Captain Moak:

I write to confirm the following agreements between the Air Line Pilots Association, International (“ALPA”) and United Continental Holdings, Inc. (“UCH”), United Air Lines, Inc. (“United”) and Continental Airlines, Inc. (“Continental”) (collectively, the “Company”) in the negotiations leading to the 2012 ALPA-United collective bargaining agreement (the “Agreement”). Defined terms in this letter have the same meaning as in Section 1 of the Agreement.

1. Upon the effective date of the Agreement, Continental (to the extent it remains a legally organized entity) will be bound by the Agreement in the same manner as United, and every reference in the Agreement to the “Company” or “United” shall be deemed to refer to Continental so long as it exists as a legally organized entity.
2. UCH agrees that it is an Affiliate of United and that it is bound by Section 1 of the Agreement in the same manner as United. UCH and United further agree that they will not conclude, facilitate or permit any agreement or arrangement that establishes any Affiliate, other than a Feeder Carrier, that is an air carrier, Controls an air carrier or is under the Control of an air carrier, unless the Affiliate agrees in writing to be bound by Section 1 of the Agreement in the same manner as UCH and United.
3. The potential corporate mergers or consolidation of United and Continental or of United, Continental, and UCH shall not trigger any successorship obligations under Section 1-D of the Agreement or otherwise be deemed a violation of the agreements between the parties.
4. Any disputes between ALPA and United, between ALPA and Continental, between ALPA and UCH, or between ALPA and any entity arising out of the merger or consolidation of such corporations, arising out of grievances or the interpretation or application of the Agreement, shall fall within the jurisdiction of the ALPA-United Pilots’ System Board of Adjustment.

Nothing in this letter shall be construed to require a corporate merger of the entities described above or to require any particular form of corporate structure, provided that the operating entity or entities and parent corporation, if any, remain bound by the Agreement, and provided further that UCH, United and Continental will execute a Complete Operational Merger in accordance with the Transition and Process Agreement between Continental Airlines, Inc., UAL Corporation, and United Air Lines Inc., dated September 26, 2010.

This letter becomes effective on the date of signing and will remain in effect concurrent with the Agreement.

Sincerely,

---

Michael P. Bonds  
Executive Vice President, Human Resources and Labor Relations  
United Continental Holdings, Inc., United Air Lines, Inc. and Continental Airlines, Inc.

Accepted and agreed to this 18<sup>th</sup> day of December, 2012.

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Captain Donald L. Moak, President  
Air Line Pilots Association, International