



# 2009 CONTRACT

ABX Air Crewmembers

Represented by:  
Airline Professionals Association  
Teamsters Local 1224

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# **ARTICLE 1:**

## **RECOGNITION, PURPOSE & SCOPE**

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### **SECTION A. NATIONAL MEDIATION BOARD CERTIFICATION**

Pursuant to the certification by the National Mediation Board in Case No. R-5261, dated November 9, 1981, as amended, the Company hereby recognizes the International Brotherhood of Teamsters, Airline Division, as the duly designated and authorized representative of the Crewmembers in the employ of the Company for the purposes of the Railway Labor Act, as amended.

### **SECTION B. PURPOSE OF AGREEMENT**

The purpose of this Agreement is, in the mutual interest of the Company, the Union, and the Crewmembers in the employ of the Company, to provide for the operation of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency of operation, and the continuation of employment of Crewmembers under conditions of reasonable working conditions and proper compensation. It is recognized to be the duty of the Company, the Union, and the Crewmembers to cooperate fully for the attainment of these purposes.

### **SECTION C. SOLE AGREEMENT**

This Agreement shall supersede all existing or previously executed Agreements by and between the Company and the Union or any other labor organization or individual Crewmember with respect to the rates of pay, rules, or working conditions specifically covered by the provisions of this Agreement, including appended Letters of Agreement, in accordance with the provisions of the Railway Labor Act, as amended. Any and all subsequent amendments or revisions to this Agreement and to any appended letters of agreement between the parties shall be reduced to writing, signed by their authorized representatives, and become a part of this Agreement.

### **SECTION D.**

Whenever the words "Pilot(s)", "employee(s)" or "Crewmember(s)" are used in this Agreement, they designate and refer to only such Pilots/Crewmembers as are covered by this Agreement. It is

further recognized that whenever in this Agreement Crewmembers or jobs are referred to in either the masculine or feminine gender, it shall be understood to mean both male and female Crewmembers. It is further understood that there shall be no discrimination by either party against any Crewmember who is now, or may become, subject to the terms of this Agreement because of age, race, sex, color, religion, national origin, handicap or disability.

## **SECTION E.**

### **1. Scope**

- a. Except as otherwise provided in this Agreement, all present and future revenue flying (including international flying) and all charters, ferry flights (not including ferry flights of newly-acquired aircraft prior to being placed in revenue service), training flights, test flights (except test flights assigned to management or other crewmembers), or other utilization of Company operated, owned or leased aircraft, performed by or on behalf of ABX Air, Inc. and its Affiliates (collectively "the Company"), shall be performed by Crewmembers on the ABX Crewmember Seniority List (except as set forth in Article 4, Section I.1.a. and Article 4, Section I.2.) in accordance with the terms and conditions of this Agreement and/or any other applicable agreement between ABX Air, Inc. and the International Brotherhood of Teamsters, Airline Division.
- b. Paragraph E.1.a. shall not apply to revenue flying performed on behalf of the Company by an airline (including an Affiliate) performing such flying only in freight aircraft with a Maximum Certification Weight less than fifty-five thousand one hundred eleven (55,111) pounds.
- c. All flying conducted by ABX Air, Inc. Crewmembers on behalf of the Company anywhere in the world will be conducted under the terms and conditions set forth in this Agreement. The Company agrees not to raise the non-applicability of the Railway Labor Act as a defense to any grievance or legal proceeding arising out of the interpretation or application of this Agreement.
- d. Paragraph E.1.a. shall not apply to any Joint Venture involving flying that originates or terminates within the United States or its possessions, even that which can be legally flown by the Company, provided that such flying is

not conducted in aircraft owned or leased by the Company and Joint Venture is not controlled by the Company.

2. Parallel Operations, Asset Dispositions & Dry Leasing

- a. Except as otherwise provided in this Article 1, The Company shall not directly or through an Affiliate establish any new airline and/or air carrier, or acquire a controlling interest in any air carrier which conducts airline operations, including international operations, of the type covered by Article 1, Section E.1., unless such operations are performed by Crewmembers on the ABX Air, Inc. Crewmember Seniority List in accordance with this Agreement to the same extent as if the operations were performed in and for the service of ABX Air, Inc.
- b. Neither the Company nor its Affiliates shall conclude a sale, lease, transfer or any other disposition, whether directly or indirectly, of any aircraft on the Company's Operations Specifications ("OpSpecs") to any Entity under the control of the Company or any of its Affiliates that, upon acquisition, uses the equipment, to provide air cargo service to the Company or in competition with it.

3. Wet Lease/Subcontracting

- a. In the event the Company's operational requirements necessitate the wet lease of additional equipment in order to provide service to its customers or potential clients and/or the expansion of its markets, the following procedures shall apply:

Within twenty-four (24) hours after determining that a wet lease is necessary, and in any event before entering into a lease agreement, the Company shall notify the Union. Within three (3) days thereafter, unless otherwise agreed, the Company and the Union shall meet to discuss the proposed lease operation, to include the reason(s) for the proposed lease, the equipment to be utilized, the proposed hours of flying, the proposed duration, and the effect of the proposed operation upon ABX Air, Inc. Crewmembers. Upon request, the Company shall furnish the Union with all information relevant to the wet lease reasonably in advance of the meeting. The Company and the Union shall agree upon the terms of such lease, as it affects the Crewmembers, and the duration thereof. The Union shall also have the right to periodically review any such initial leases(s) or extension thereof and the parties

shall agree on any proposed modifications thereto. The notice provisions of this paragraph shall not apply in the event of a bona fide emergency.

- b. No Crewmembers within the bargaining unit on the date of such wet lease will be reduced in status or lose any income or employee benefits as a result of the wet lease arrangement.
  - c. It is the Company's intent to handle permanent increases in volume through the acquisition of additional airlift capacity rather than by subcontracting, and to use Crewmembers on the ABX Air, Inc. Crewmember Seniority List to the maximum extent possible.
4. For the purpose of this Article, "reduction in status" shall be defined as a reduction in job classification, position, type of aircraft or loss of relative Master and/or Domicile Crew Schedule Bid position.

## **SECTION F. MERGER PROTECTIONS**

### **1. Successor Transactions**

- a. This Agreement shall be binding upon any successor, assign, assignee, transferee, administrator, executor and/or trustee (a "Successor") of the Company resulting in any transaction that involves: (1) a transfer (in a single transaction or in related multi-step transactions) to a Successor of ownership or control of all or substantially all of the equity securities and/or assets of the Company (hereinafter "Complete Transaction"); or (2) transfer to a Successor of ownership and/or control of a portion of the Company's assets in a Substantial Asset Sale (hereinafter "Partial Transaction").
- b. No contract or other legally binding commitment involving the transfer of ownership or control pursuant to a Complete Transaction or a Partial Transaction will be signed or otherwise entered into unless it is agreed, as a material and irrevocable condition of entering into, concluding and implementing such transaction that the Successor shall assume the employment of Crewmembers on the ABX Air, Inc. Crewmember Seniority List (or such portion of the Crewmembers transferred in a Partial Transaction), and, for Complete Transactions only, in accordance with the status quo consisting of the rates of pay, rules and working conditions

set forth in this Agreement. The merger protections prescribed by paragraph 2 below shall be applicable to both Complete and Partial Transactions.

- c. The Company shall give written notice of the existence of this Agreement, and a copy of this Agreement, to any proposed Successor before the Company and the proposed Successor enter into any arrangement or agreement in principle with respect to a potential successor transaction. A copy of the notice submitted to the proposed Successor as soon as permitted by applicable law and regulations (including, without limitation, those applicable to the Securities and Exchange Commission) shall be provided to the Union.
2. Crewmember Protections Upon Merger or Consolidation

“Unless otherwise agreed by both parties, all of the provisions of Article 1, Section F.2. shall apply in the event of a Complete Transaction, and Article 1, Section F.2. subparagraphs a. - c., and f. shall apply in the event of a Partial Transaction, where either type of transaction may affect the employment and/or seniority rights of Crewmembers on the ABX Air, Inc. Crewmember Seniority List. These provisions shall apply in the event that the Company acquires another air carrier, or in the event that the Company is acquired by another air carrier, and shall bind the Successor or surviving air carrier regardless of the form of the transaction.

- a. The integration of the seniority lists of the respective crewmember groups shall be governed by Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions (“LPPs”). The parties shall promptly initiate the seniority integration procedures of Sections 3 and 13 following announcement of such operational merger. The Company or other Successor, as appropriate, shall accept the integrated seniority list. There will be no system flush as a result of seniority list integration.
- b. The operations of the pre-transaction air carriers shall be merged as soon as legally and practically possible. Nonetheless, the aircraft (including orders and options to purchase aircraft) and the operations of each pre-transaction airline shall remain separated until such time as both the crewmember seniority lists are integrated and negotiations relating to the combination of collective



bargaining agreements are concluded in accordance with this Section.

- c. Pending the operational merger of the pre-transaction carriers and the crewmember collective bargaining agreements and seniority lists, no Crewmember on the ABX Air, Inc. Crewmember Seniority List shall be furloughed or reduced in status as a result of the transaction.
- d. Unless and until an operational merger is finally effectuated, the Union will continue to be recognized as the representative of the pre-merger flight deck crewmember craft or class. In the event of the operational merger, the representative of the post-merger craft or class will be established pursuant to Section 2, Ninth of the Railway Labor Act, as amended.
- e. The respective crewmember collective bargaining agreements shall be merged into one (1) agreement as the result of negotiations among the pilots' representative and the Successor or the Company. If a fully merged agreement is not executed within six (6) months from the date a final and binding integrated crewmember seniority list is issued, the parties shall agree to initiate negotiations in accordance with Section 6 Title I of the Railway Labor Act, as amended, for the purpose of completing a merged collective bargaining agreement.
- f. The Company will not furlough or involuntarily displace any Crewmembers in anticipation of a Complete or Partial Transaction in order to deprive them of the protection provided by this Article.

### 3. Special Rules for Partial Transactions

- a. A "Substantial Asset Sale" shall mean any transaction by which the Company disposes of and/or transfers directly or indirectly to an air carrier or other Entity with cargo airline operations or to a parent or affiliate of an air carrier or other Entity with cargo airline operations more than twenty-five (25) percent of any aircraft fleet type in a single transaction or a series of related transactions for value over a rolling thirty (30) month period.
- b. In the event of a partial merger between the Company or any Affiliate and another air carrier (i.e., a Substantial Asset Sale by the Company or any Affiliate to another air carrier), where the acquiring air carrier intends to use the

acquired assets in competition with ABX Air, Inc. for DHL (Groundco) business, the Company or its Affiliate shall secure the irrevocable written commitment of the acquiring air carrier:

- 1) To offer employment at the closing of the acquisition to that number of current and qualified Crewmembers covered by this Agreement whose identity shall be determined consistent with the seniority provisions they then enjoy, which number of Crewmembers entitled to such employment offer shall be the average monthly Crewmember staffing actually utilized in the operation of the transferred assets over the twelve (12) months prior to the employment offers; and
  - 2) To negotiate and to arbitrate under Allegheny-Mohawk Section 13 any differences regarding the identity or number of transferring ABX Air Crewmembers that may arise with the surviving air carrier; and
  - 3) To integrate the two groups of crewmembers in the same manner as stated in Section F.2 of this Article, where the acquiring air carrier decides to integrate the pre-merger operations; and
- c. This provision shall not apply in:
- 1) The return or transfer of aircraft to a leasing company; and
  - 2) The “put” referred to in the ACMI; and
  - 3) Mergers and complete transactions as addressed elsewhere in this Article; and
  - 4) Financing transactions such as sale-leasebacks where aircraft continue to be flown by ABX crews; and
  - 5) Fleet replacement by ABX.
4. Transactions Not Involving Operational Merger

In the event of a Complete Transaction or Partial Transaction with another air carrier that does not contemplate an operational merger, the Company and any Affiliate, or the surviving or acquiring air carrier if different than the Company, shall, unless it has the Union’s consent, keep the operations of the Company or any Affiliate separate from those of the other air carrier; forbear from interchanging crewmembers or aircraft between carriers; and adhere to the crewmember protections set forth in Article 1, Section F.2.d. and f. The Union shall not

unreasonably withhold such consent. In the event of a later decision to merge the operations of the Company or any Affiliate with those of the other air carrier, the Company or any Affiliate, or the surviving or acquiring carrier if different from the Company, shall adhere to the crewmember protections set forth in Article 1.F.2.a. through F.2.f.

#### **SECTION G. INFORMATION SHARING**

Upon request by the Union, Company representatives will meet with Union representatives. The Company shall provide the Union with the information necessary to enforce the requirements of this Article. Any disputes which may arise as to the provision of information will be referred to binding expedited arbitration as set forth in Article 1, Section H. Proprietary, sensitive or confidential information shall be reviewed by the Union representatives under standard confidentiality agreements at the Company's request.

#### **SECTION H. EXPEDITED BOARD OF ADJUSTMENT PROCEDURES**

The Company agrees to arbitrate any grievance filed by the Union alleging a violation of Article 1 on an expedited basis. Any such grievance shall proceed directly to the Arbitration Board of Adjustment sitting with a neutral arbitrator acceptable to both parties. That neutral shall be selected from the parties' then current panel of neutrals. The hearing shall take place no later than thirty (30) days after the selection of the neutral arbitrator. The decision of the Arbitration Board of Adjustment shall be rendered no later than thirty (30) days after receipt of the daily transcript by the parties, unless the parties agree otherwise in writing.

#### **DEFINITIONS USED IN ARTICLE 1:**

"Affiliate" with respect to a specified Entity means: (a) any person or entity that controls the Company or that the Company controls; or (b) any other corporate subsidiary, parent, holding company or division of the company; or (c) any entity controlling or controlled by an affiliate as defined in (a) and (b).

"Company" means ABX Air, Inc. including any of its subsidiaries and divisions.

"Control, controlled or a controlling interest" means an equity interest representing more than 50% of the outstanding capital stock of an Entity; or voting securities representing more than 50% of the total voting power of outstanding securities then entitled to

vote generally in the election of such Entity's board of directors or other governing body.

"Entity" means a natural person, corporation, association, partnership, trust or any other form for conduction business.

"Joint Venture" means a legal entity that takes the form of a partnership, usually for a short term, in which ABX and another person or Entity jointly undertake a transaction for mutual profit and in which ABX the other person or Entity contribute assets and share risk.

"Parent" means an entity that controls another entity.

"Subsidiary" means an Entity that is controlled by another Entity.



## ARTICLE 2: DEFINITIONS

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**Awarded Flight:** Any Flight Assignment(s) awarded to a Crewmember through a bid process.

**Bid Position List:** A list of Crewmembers by equipment type and seat position for each Domicile, in seniority order, with the most senior Crewmember on the list in the number one (1) position.

**Block to Block:** That period of time beginning when an aircraft first moves from the ramp blocks and ending when the aircraft comes to a stop at the ramp, either at the point of departure, an intermediate stop, or the final destination.

**Block of Time:** A series of Consecutive Work Days or Consecutive Days Off contained in a Line of Time.

**Calendar Day:** A civil day from 0001 to 2400 local Domicile time.

**Calendar Year:** The period starting with January 1 at 0001 EST and ending with December 31 at 2400 EST.

**Captain:** The Crewmember who is in command of the aircraft and its crew while on duty, who is responsible for the manipulation of, or who manipulates the controls of the aircraft, including take-off and landing of such aircraft, and who is properly qualified to serve as and holds a currently effective airman's certificate authorizing him to serve as such Crewmember.

**Consecutive Work Days:** A series of consecutive days on which a Crewmember is scheduled to have or has Company directed duty, or is scheduled to have or has days out of Domicile. See also **Work Day**.

**Consecutive Days Off:** A series of consecutive days on which a Crewmember is off. See also **Days Off**.

**Consolidation Line:** A Line of Time containing open Trip pairings assigned to a Crewmember who must complete the hour requirements per FAR 121.434.

**Crewmember:** Any Captain, First Officer, Second Officer or Professional Flight Engineer, holding a position number on the Crewmember Seniority List, who performs duties on the flight deck.

**Crewmember Seniority List:** The list, in seniority order, of all flight deck Crewmembers employed by ABX Air, Inc.

**Day(s) Off:** A twenty-four (24) hour period from 0301 to 0300 Local Domicile time during which no duty assignment originates and into which no duty assignment, except as provided in LOA # 28, Day Off Slide, is:

- 1) scheduled, rescheduled, awarded, assigned, or reassigned by the Company to be out of Domicile; or
- 2) scheduled, rescheduled, awarded, assigned, or reassigned to duty with the Company; or
- 3) on a Reserve Work Day/Flex Day.

A Crewmember may be free from all duty with the Company without being on a Day Off (e.g. on a Layover). See **Scheduled Day(s) Off & Consecutive Days Off.**

**Daytime Operations:** A Duty Period shall be considered a Daytime Operation when the majority of that duty is either scheduled or planned between the hours of 0801 and 2000.

**Deadhead:** The time spent by a Crewmember traveling from one point to another at the direction of the Company, by any means of transportation, either to a duty assignment or returning from a duty assignment. Travel at the direction of, or required by, the Company shall be considered duty time.

**Displacement:** The removal, excluding illness or injury, of a Crewmember from his scheduled, rescheduled, awarded, assigned or reassigned Flight(s)/Trips(s).

**Domestic:** The contiguous forty-eight (48) United States, its Caribbean possessions and territories, Canada, and Mexico.

**Domicile:** A geographical location designated by the Company at which Crewmembers are based regardless of their actual place of residence. Crewmembers based at a particular Domicile shall have their Trips scheduled, rescheduled, awarded, assigned, reassigned, or planned to begin and end at that Domicile.

**Downbid:** When a Crewmember bids on and is awarded a position which has a pay scale less than his current pay scale.

**Duty Block:** See Block of Time, Consecutive Work Days, and Work Day.

**Duty Day:** See Work Day.

**Duty Period:** The elapsed time between the time a Crewmember is required to report for duty, normally not less than one (1) hour prior to scheduled departure at the airport of departure, and terminating thirty (30) minutes after block-in at the Layover Station or Domicile, or when released by the Company, whichever is later.

This duty shall include all Company directed activities to include deadhead time, training, flight evaluations, and other related activities.

**Emergency Call Up (ECU):** The assignment by the Company of a Crewmember to perform duty for the Company when the Crewmember was either on Days Off or in a period supposed to be free from all duty with the Company.

**Equitable Trip:** A Trip which is within one and one half (1.5) hours of the Trip being added, dropped or traded from a Crewmember's line.

**Fast Food:** A fast food restaurant for the purposes of Article 20 means a restaurant that you must stand in line to obtain your food versus having a waitress/waiter take your order and bring your food (buffet restaurants excluded). Examples of fast food restaurants include McDonald's, Burger King, Arby's, Taco Bell, Jack in the Box, etc.

**First Officer:** The Crewmember who is second in command of the aircraft, any part of whose duty is to assist or relieve the Captain in the manipulation of the flight controls of an aircraft while underway, including take-off and landing of such aircraft, and who is properly qualified to serve as and who holds a currently effective airman's certificate authorizing him to serve as such First Officer.

**Flex Day:** A designated Work Day on a Line of Time which completes a Crewmember's seventeen (17) Work Day obligation. The Crewmember may bid or crew scheduling may assign a Trip(s), pairing(s), Flight(s) on a Flex Day IAW Art. 13.

**Flight:** A sequence of take-off(s) and landing(s) designated by flight number operating to a specific destination. The word "Flight" as used herein may either be singular or plural.

**Flight Assignment:** Any assignment for which a Crewmember is required to perform a Flight, a series of Flights, on premise reserve (R1), Out of Domicile/On Airport Reserve (R4), or simulator support.

**High Minimums Captain:** A Captain whose minimums are raised in accordance with FAR 121.652 (a).

**Hourly Flight Time:** The actual time from Block-to-Block or the scheduled time from Block-to-Block, whichever is greater, recorded cumulatively on a stop-to-stop basis for all Flights operated.

**Hub:** KCVG (Cincinnati) or any other such aircraft/sorting hub which may be designated by the Company.



**International:** Any location not within the Domestic geographical boundaries as defined in Article 23 of this Agreement.

**International Relief Officer:** The Crewmember assigned to an International Flight, having the proper type rating and qualifications, whose duties are defined by the FARs and are as directed by the Pilot-in-Command, including the assistance or relief of the Captain or First Officer.

**Known Flights:** All Flights which the Company plans to operate. With respect to charter flights, any charter flight for which notification by the customer of a start date is given, a schedule is given and a contract is executed.

**Lateral Bid:** When a Crewmember bids on and is awarded a position which has a pay scale the same as the pay scale of his current position.

**Layover:** A scheduled or unscheduled Duty break to obtain contractually required rest at a Layover Station for the purpose of continuing a Trip or returning to Domicile.

**Layover City:** See Layover Station.

**Layover Station:** A geographical location (i.e. city) at which Crewmembers are scheduled for a duty break to obtain contractually required rest for the purpose of continuing a Trip or returning to their Domicile.

**Line Check Airman:** A Line Crewmember who is trained and FAA qualified who performs proficiency checks, performs line checks, observes landings, conducts initial operating experience, conducts flight and simulator training, and performs Functional Check Flights IAW the ABX Air, Inc. Flight Operations Manual.

**Line Crewmember:** Any Crewmember in good standing with the Union who does not currently hold a withdrawal card from said Union and whose name appears on the Crewmember Seniority List. Only Line Crewmembers shall be eligible to bid for and hold Flight or Reserve assignments as defined in this Agreement.

**Line of Time:** A work line indicating bid, awarded, and/or assigned Company duty and designated time off duty with the Company during a specific Bid Period. Lines of Time are normally designated as Regular, Reserve, or Consolidation Lines.

**Master Crew Schedule:** The schedule of all Crewmember work and Trip information for a Bid Period, including, but not limited to, all Regular Lines of Time, Reserve Lines of Time, Consolidation Lines of Time, Open Flying, training, Layovers, etc. It will contain, but not be limited to, all known revenue Trips/Flights, all charter

flights, all known ferry flights, and all reserve and Flex Day assignments.

**Mechanical Breakdown:** A mechanical problem with an aircraft which prevents that aircraft from continuing with its regularly scheduled Flight or planned Flight.

**Meeting With Management:** Meeting(s) attended with Company management which is (are) scheduled or held pursuant to all Articles of the Agreement, except for Articles 5, (except for grievance mediation as set forth in Article 5) and Article 6, as well as the following: Letters of Agreement, along with any subsequent Letters of Agreement following ratification, quarterly safety meetings, ASAP meetings, HIMS, FOQA duties and 401K Committee meetings, as well as any meeting required by law in which the Company and the Union are appearing in cooperation. Additionally, any other meeting at which the Company voluntarily desires Union participation and for which the Company pays for the Displacement, for example, the annual de-ice meeting.

**Nighttime Operations:** A Duty Period shall be considered a Nighttime Operation when the majority of that duty is either scheduled or planned between the hours of 2001 and 0800.

**Open Flying:** Any Flight(s) which has not yet been assigned to a Crewmember, including, but not limited to, charter flights, rerouted flights, and ferry flights.

**Open Time:** See Open Flying.

**Operational Necessity:** An unforeseen situation wherein a scheduled revenue flight will not move without the affected Crewmember in the aircraft seat.

**Order of Call-up:** When the assignment of a Crewmember(s) to a Flight or Trip is required, the Flight or Trip may be assigned to reserves in proper sequence. If no reserves are available, the

Company may utilize Emergency Call Up to assign Crewmembers in reverse order of seniority.

**PFE:** See Professional Flight Engineer.

**Pilot:** Any Captain, First Officer, or Second Officer holding a position number on the Crewmember Seniority List and who performs duties on the flight deck.

**Professional Flight Engineer:** A Crewmember who occupies the flight engineer's station in a three man cockpit and was awarded that position prior to January 4, 1995.

**Regular Line of Time:** A work line indicating Company duty and designated time off duty with the Company during a specific Bid

Period. Regular Lines of Time as shown on the Master Crew Schedule (bid) and as initially awarded in the Master Crew Schedule (award) may include Flight assignments, Flex Days and reserve Work Days in accordance with Article 13.

**Reserve Line of Time:** A work line indicating Company duty and designated time off duty with the Company during a specific Bid Period. Reserve Lines of Time as shown on the Master Crew Schedule (bid) and the Master Crew Schedule (award) shall only include reserve Work Days during any Bid Period.

**Reserve Crewmember:** A Captain, First Officer, or Second Officer/Professional Flight Engineer who is on a reserve Work Day or a reserve assignment in his seat position and equipment type.

**Reserve Day:** A twenty-four (24) hour period from 0301 to 0300 local Domicile time.

**Schedule Change:** A change in destination city which occurs as a result of a Company decision.

**Scheduled Day(s) Off:** A twenty-four (24) hour period from 0301 to 0300 local Domicile time during which no duty assignment originates and into which no duty assignment extends, either forward or backward except as provided in LOA #28, Day Off Slide.

**Scheduled Work Day:** A twenty-four (24) hour period from 0301 to 0300 from local Domicile time during which a Crewmember performs any duty.

**Scheduled Flight:** A Flight planned to operate at specific times.

**Second Officer:** A Crewmember who occupies the flight engineer station in a three man cockpit who is not a Professional Flight Engineer.

**Shuttle:** A Trip that consists of all of the following in this sequence:

- 1) a Deadhead from the Crewmember's Domicile
- 2) to a city other than the Crewmember's Domicile
- 3) followed by a Flight or Flights to cities other than the Crewmember's Domicile
- 4) concluding with a Deadhead back to the Crewmember's Domicile
- 5) the sequence may be interrupted by events that preclude a Crewmember from completing the entire sequence (e.g. illness and training).

**Transition Period:** A sixteen (16) hour period of time free from all duty with the Company for the purpose of providing crew rest to a Crewmember when the Crewmember is transitioning from Daytime Operations to Nighttime Operations or visa versa.

**Trip(s):** A Flight or Flight Assignment, or series of Flights or Flight Assignments that make up a Crewmember's activities from the time he reports for duty at his Domicile until released from duty at his Domicile for a legal rest period.

**Trip Hours:** The total continuous elapsed period of time from the time a Crewmember is scheduled to report for Flight duty or does report for Flight duty at his Domicile, whichever is later, until he is released from duty at his domicile for a legal rest period, including all periods of duty time and intervening rest time which is not broken by a contractually legal rest period at a crewmember's Domicile.

**Weekend/Weekend Trip:** Any Trip/pairing/Flight assignment that is inclusive of 0001 through 2359 Sunday, local time.

**Wide Body Aircraft:** Any aircraft built with two passenger aisles in its original configuration.

**Work Day(s):** See **Scheduled Work Day.**



# **ARTICLE 3: UNION MEMBERSHIP**

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## **SECTION A. UNION MEMBERSHIP**

It shall be a condition of employment that all employees of the Company covered by this Agreement or any part thereof, shall on the effective date of this Agreement, become and remain members in good standing of the Union. It shall be a condition of employment that all employees of the Company covered by this Agreement and hired on or after its effective date shall, on or before the ninetieth (90<sup>th</sup>) day following the beginning of such employment, become and remain members in good standing in the Union.

## **SECTION B. INITIATION FEES, RATIFIED ASSESSMENTS, AND DUES DEDUCTION**

1. The Company will deduct from the wages of any employee covered by this Agreement said employee's initiation fees, ratified assessments, and dues as a member of the Union upon receiving the employee's voluntary and individual written authorization for the Company to make such deductions, signed by the employee. Such authorization form shall be provided by the Union. For the purposes of this Agreement, current dues deductions continue and ratified assessments initiated after January 01, 2003 are to be deducted once the Agreement is executed.
2. The Company will pay over to the proper officers of the Union the wages withheld for such initiation fees and/or ratified assessments and/or dues. The amount so withheld shall be deducted from the appropriate paycheck, reported and paid to the Union monthly. All funds paid to the Union shall be in US Dollars without any deductions of transfer fees, currency conversion costs and similar type fees.
3. The following information will be reported and transmitted paper copy and electronically in Microsoft Excel or in a format readily compatible with Microsoft Excel or any other format agreed upon by the parties, in alphabetical order with the monthly check off: employee's social security number, full name, dues rate, gross pay, initiation fees, dues deducted, ratified assessments, rate of pay and status of employment. The initiation fees, dues deducted, and ratified assessments shall be listed as separate line items on the report.
4. The Company shall provide the Union with an alphabetical list

of new hire Crewmembers on a monthly basis and also with an alphabetical list of Crewmembers who are on leaves of absence with applicable dates on a monthly basis.

5. The Company agrees to deduct from the paycheck of all Crewmembers covered by this Agreement, voluntary contributions to Democrat, Republican, Independent Voter Education (DRIVE) Political Action Committee. Each Crewmember volunteering for DRIVE will complete a deduction form with the dollar amount to be deducted from each paycheck, which will be furnished to the Company. The Company shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted, the Crewmember's name, social security number and the amount deducted from the Crewmember's paycheck.

### **SECTION C. INDEMNIFICATION CLAUSE**

The Union agrees that it shall indemnify the Company and hold the Company harmless from any and all claims which may be made by the employee or employees against the Company by virtue of the wrongful application or misapplication of any of the terms of this Article.

### **SECTION D. DUES COLLECTION AFTER TERMINATION**

In the event of termination of employment, there shall be no obligation upon the Company to collect dues, ratified assessments and/or initiation fees until all other deductions have been made.

### **SECTION E. FAILURE TO PAY DUES**

Any Crewmember covered by this Agreement who is required to make payment of Union initiation fees, ratified assessments or dues and becomes delinquent in making or causing such payments to be made will be given written notice by the Union at least thirty (30) days before the Company is required to remove such employee from his employment by reason of his failure to maintain his membership in good standing in the Union in accordance with Section A of this Article. Such notification shall be made by certified mail, return receipt requested, to his last known address, with a copy to the Company's System Chief Pilot by certified mail, return receipt requested. A Crewmember discharged by the Company under the provisions of this paragraph shall be deemed to have been "discharged for just cause" within the meaning of the terms and provisions of this Agreement.

## **SECTION F. EMPLOYEE LIST**

1. When applicable the Company will advise the Union of the names of any new hires, terminations, layoffs or recall of any employees covered by this Agreement. Such information will include the name(s), hire date, layoff date, termination date or recall date of such employees.
2. On the last working day of each month the Company shall transmit electronically and mail to the Union a report, broken down by aircraft type, seat position and Domicile containing the current address, telephone number and base pay rate of each Crewmember. The report will be mailed to the properly authorized Union representative.

## **SECTION G. INDIVIDUAL DUES PAYMENT**

It shall be the responsibility of any employee who is not on a dues deduction program to keep his membership current by direct payment of initiation fees, ratified assessments, and monthly dues to the Union.

## **SECTION H. DUES DEDUCTION ERROR**

Should a deduction be missed, or in the event an insufficient amount is deducted, and upon being notified of such errors by the Union or the Crewmember, the Company shall correct verified errors no later than sixty days from the date of notification.

## **SECTION I. BULLETIN BOARD**

The Company shall provide the Union with suitable glass covered bulletin boards at all Domiciles, consistent with current practice, for the posting of official notice of Union meetings, elections and other notices pertaining to internal Union matters. All such notices shall be signed by a duly authorized representative of the Union. The boards shall be in a prominent area of crew operations and capable of being locked.

## **SECTION J.**

The Company agrees to admit to its operations facilities the official designated representatives of the Union to transact business necessary for the administration of this contract.

## **SECTION K. MEMBERSHIP COMMITTEE**

The Company agrees to formally set aside one hour of paid time beginning at 1600 local domicile time on the second day of each



new hire class during which the Union Membership Committee may meet with each new hire class. However, if the second day of class is on Monday, holiday or day following a holiday, the meeting with the new hire class shall be held on the next business day that is not a Monday, holiday, or day following a holiday. Such meeting is to be held off Company premises.

# ARTICLE 4: SENIORITY

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## **SECTION A. SYSTEM SENIORITY LIST**

The Crewmember Seniority List shall be the list dated and agreed to on the date of signing of this Agreement, as subsequently amended and brought up to date in accordance with the provisions of this Article. The Crewmember Seniority List shall contain the names of all Crewmembers entitled to seniority, whether active or inactive, and the date of employment as a Line Crewmember indicating the seniority to which the Crewmember is entitled. The Company shall also continue the practice of including on the Crewmember Seniority list the original date of hire with the Company, if different than the date of employment as a Line Crewmember. Such list shall be brought up to date as of January and July of each year, posted on the Company bulletin board and the Company's Web page, and a copy sent, paper and electronically in Microsoft Excel or in a format readily compatible with Microsoft Excel or any other format agreed upon by the parties, to the Union within thirty (30) calendar days thereafter, and the paper copy considered the official list.

## **SECTION B. SENIORITY ACCRUAL**

Seniority shall begin to accrue from the date a Crewmember is first employed by the Company as a Line Crewmember, or with other companies whose operations have been taken over by the Company as of the effective date of this Agreement (i.e. Midwest Air Charters), and shall continue to accrue during such period of employment, except as otherwise provided in this Article or elsewhere in this Agreement. After the effective date of this Agreement, if two (2) or more Line Crewmembers are employed on the same date, they shall be placed on the Crewmember Seniority List according to the last four digits of their Social Security number with the higher number receiving the more senior position.

## **SECTION C. SENIORITY RIGHTS**

1. Seniority shall govern all Crewmembers in case of promotion and demotion, their retention in case of a reduction in force, furloughs, surplusings, and downbidding, their assignment or reassignment due to an expansion or reduction in Flight Time, recall after furlough, and their choice of vacancies. Provided, however:

- a. surplusing out of a Domicile shall be accomplished by seniority at each Domicile, and
  - b. a PFE cannot bid on or bump into a Pilot position unless he meets the criteria contained in Article 11, Section L. of this Agreement.
2. Section C.1. of this Article shall apply unless specifically exempted by some other provision of this Agreement.

#### **SECTION D. PROTESTS OF SENIORITY LISTS**

Each Crewmember shall be allowed a maximum period of thirty (30) days after posting of the Crewmember Seniority List in which to protest in writing to the Company any alleged omission or incorrect listing affecting his seniority. A Crewmember who does not protest any alleged omission or incorrect listing within thirty (30) days after the date of posting of seniority list shall, thereafter, be precluded from protesting the same, except that when a Crewmember is on vacation, leave of absence, furlough, disability or sick leave, he shall have thirty (30) days following his return to active duty to protest an alleged error. All seniority protests arising from such revised lists shall be handled in accordance with the procedures outlined in Articles 5 and 6 of this Agreement, and when so handled, the result forthcoming there from shall be final and binding. Any protest shall only concern errors and omissions pertaining to the most recently published list.

#### **SECTION E. PROBATIONARY PERIOD**

Crewmembers shall be on probation for the first twelve (12) months of accumulated active service as a Crewmember with the Company. Termination of a Crewmember's employment during his probationary period for any reason shall result in the removal of such Crewmember from the Crewmember Seniority List, and such termination or any disciplinary action shall not be subject to the grievance and arbitration provisions of this Agreement.

#### **SECTION F. LOSS OF SENIORITY**

Any Crewmember, once having established a seniority date hereunder, shall not lose that date except as provided in this Agreement.

#### **SECTION G. RESIGNATION AND DISCHARGE**

A Crewmember shall cease to have seniority and his employment with the Company shall be terminated for all purposes when:

1. The Crewmember voluntarily quits the Company's employment

or resigns. Verbal resignations shall be confirmed in writing by the Company to the Crewmember with a copy to the Union.

2. The Crewmember is discharged for just cause.
3. The Crewmember fails to accept a second recall notice as provided in Article 7, Section G.
4. A Crewmember fails to return to work following the end of any leave of absence, except Military Leave of Absence which shall be governed by applicable law.
5. The Crewmember has, in accordance with Article 9, Section B.3. exceeded six (6) years on Medical Leave of Absence.

#### **SECTION H. TRANSFER TO NON-FLYING, SUPERVISORY, OR SPECIAL ASSIGNMENT**

1. A Crewmember who is transferred to non-flying duties, supervisory duties, or special assignment during the term of this Agreement shall retain and continue to accrue seniority. A Crewmember who is on non-flying duties, supervisory duties, or special assignment shall obtain from the Union a withdrawal card and shall not be eligible to bid for or retain any flight or reserve assignment except as provided for elsewhere in this Agreement. Such Crewmember shall be allowed to return to "Line Crewmember" status at his discretion in accordance with seniority when a vacancy exists and has been made available for bid by Crewmembers on the Crewmember Seniority List,
2. When a Crewmember is transferred to non-flying, supervisory duty or special assignment on account of any physical incapacity, or becomes sick or injured while on such non-flying, supervisory duty or special assignment, he shall retain and continue to accrue seniority during such period of sickness or injury regardless of whether or not he is able to maintain his Medical Certificate or certificates required for his airman status, until he is able to return to flying duty or is found to be unfit for such duty for a continuous period of six (6) years.

#### **SECTION I. MANAGEMENT FLYING**

1. Management flying of Company aircraft shall be restricted as follows:
  - a. To those management personnel whose names appeared on the Crewmember Seniority List prior to August 14, 2003; and
  - b. To not more than two (2) employees hired by the Company at any time on or after August 14, 2003 directly

into Management to perform the duties of any of the following four (4) positions: V.P. of Flight Operations or Director of Flight Operations or System Chief Pilot or Director of Flight Standards and Training. These two (2) individuals shall not have a position on the Crewmember Seniority List; and

- c. To those Line Crewmembers who have a position on the Crewmember Seniority List, who received a withdrawal card from the Union and who accepted a management position after August 14, 2003.
2. Those two (2) employees hired by the Company at any time on or after August 14, 2003 directly into Management to perform the duties of any of the following four (4) positions: V.P. of Flight Operations or Director of Flight Operations or System Chief Pilot or Director of Flight Standards and Training in accordance with Section I.1.b. of this Article may perform revenue flying only under the displacement provisions in accordance with Article 13, Section I.1.a. However, such individual(s) may be hired as a new employee to become a Line Crewmember pursuant to Article 11, Section E. of this Agreement, receive a seniority number on the Crewmember Seniority List consistent with being hired as a Line Crewmember and retain his original date of hire for the purpose of determining length of service for retirement benefit purposes and for the number of weeks of vacation he may receive.
  3. Management Crewmembers on the Crewmembers Seniority List as set forth in Sections I.1.a. and c. of this Article may perform revenue flying by using the follow methods:
    - a. By an unlimited number of Line Crewmember Displacements in accordance with Article 13, Section I.1.a.
    - b. In lieu of the assignment of Crewmembers under Article 13, Section M. if there are insufficient DOF bidders to cover the number of available Trips in accordance with Article 13, Section O.4. of this Agreement.
    - c. For training purposes for FAA required training.
  4. The Company shall provide documentation to the Union Scheduling Committee at the scheduling meeting set forth in Article 13, Section A. showing all Trips flown by all Management Crewmembers during the previous Bid Period.

# ARTICLE 5: GRIEVANCE PROCEDURE

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## SECTION A: NON DISCIPLINARY GRIEVANCES

Any Crewmember or group of Crewmembers covered by this Agreement who has a grievance concerning any action of the Company affecting them, except matters involving discipline or discharge, or the Union on behalf of any such Crewmember(s) shall have such grievances considered and handled in accordance with the following procedure. It is the intent of the parties to resolve grievances or potential grievances informally and at the lowest level possible, and there shall be an earnest effort on the part of all parties to settle grievances promptly in accordance with the procedure outlined herein.

1. The issue giving rise to the potential grievance shall first be informally discussed between the Crewmember(s) and a Chief Pilot/Assistant Chief Pilot or designee. In order to provide sufficient time to adequately respond to the potential grievant, this informal discussion must occur within twenty-one (21) calendar days after the Crewmember would reasonably have knowledge of the facts upon which the potential grievance is based. If a face-to-face meeting between the Crewmember and the Chief Pilot/Assistant Chief Pilot or designee to discuss the potential grievance is not practical, the informal discussion must take place telephonically or electronically.
2. The Chief Pilot/Assistant Chief Pilot or designee shall have twenty-one (21) calendar days after the discussion between the Crewmember and the Chief Pilot/Assistant Chief Pilot or designee to satisfactorily resolve the issue to the Crewmembers satisfaction. If the Chief Pilot/Assistant Chief Pilot or designee does not resolve the matter to the Crewmember's satisfaction, or fails to respond, within the twenty-one (21) calendar days it may be submitted as a written grievance, as provided in Section A.3 of this Article, if upon initial investigation the Union determines that a grievance is warranted.
3. A written grievance must be submitted to the Senior Vice President of Flight Operations or his designee within fourteen (14) calendar days after the response from the Chief Pilot/Assistant Chief Pilot or designee is received by the Crewmember, or after the expiration of the twenty-one (21) calendar days provided for in Section A.2. of this Article, whichever comes first. The written grievance must be dated, and shall include:

- a. A grievance number assigned by the Union;
  - b. The name of the Grievant(s);
  - c. A statement of the facts, including a detailed description of the issue giving rise to the grievance;
  - d. References to the applicable Articles and Sections of the Collective Bargaining Agreement which have been allegedly violated;
  - e. The date(s) of informal discussion(s), or telephonic contact or electronic contacts, with the Chief Pilot/Assistant Chief Pilot or designee;
  - f. The remedy sought.
4. Within fourteen (14) calendar days of receipt of the written grievance, the Senior Vice President of Flight Operations or designee shall conduct a meeting with the Grievant, the Union and any other persons the parties feel appropriate.
  5. The Union may file or process a grievance on behalf of any Crewmember, or group of Crewmembers, covered by this Agreement concerning any action of the Company affecting them. Prior to the meeting provided in Section A.4. of this Article, the Union may amend the grievance as a matter of course. The grievance can be amended at the meeting with the Senior Vice President of Flight Operations or designee only to correct technical errors, or to take into account relevant information requested, but not disclosed, earlier in the grievance procedure. If the grievance is amended at the meeting, or before the meeting with less than forty-eight (48) hours notice, the Senior Vice President of Flight Operations or designee may delay the meeting for up to seven (7) days in order for the Company to investigate the amended grievance. In no event may an otherwise time-barred matter be raised as an amendment to an existing grievance.
  6. A Crewmember(s) need not be present at the meeting outlined in Section A.4. of this Article. If the Crewmember(s) is scheduled to work, but wishes to be present, the Union shall notify the Company not less than forty-eight (48) hours in advance of the meeting to relieve the Crewmember(s) of duty, provided the Union has more than forty-eight (48) hours advance notice of the meeting. Such release from duty shall be in accordance with the Short Term Union Leave of Absence provisions contained in Article 8 of this Agreement. If the Company desires to have the Grievant(s) present, the meeting will be scheduled on a day the Crewmember(s) is scheduled to work and he will be displaced from his assignment in accordance with the applicable Section of

Article 13 of this Agreement.

7. Within fourteen (14) days following the close of the meeting, the Senior Vice President of Flight Operations or designee shall issue a written decision on the grievance with copies to the Grievant(s) and the Union.
8. Within fourteen (14) calendar days of the decision of the Senior Vice President of Flight Operations or designee, the Union may submit the grievance to mediation. Such notification shall be made in writing to the Senior Vice President of Flight Operations or designee.

## **SECTION B. DISCIPLINE AND DISCHARGE**

1. If an incident occurs, or is believed to have occurred, which could result in discipline or discharge, the following provisions apply:
  - a. The Crewmember(s) involved may be asked to attend an informal investigatory meeting; provided however, such informal investigatory meeting shall not be conducted with less than twenty-four (24) hours notice to the Crewmember(s) and the Union. The Crewmember(s) shall be advised that he is entitled to Union representation at the investigatory meeting. A Crewmember who elects to waive Union representation shall execute a written waiver, a copy of which shall be provided to the Union. The Crewmember(s) shall be informed of the reason(s) for the meeting in sufficient time to discuss it with a Union representative prior to the meeting being held. At the conclusion of the investigatory meeting the Crewmember(s) may be held out of service by the Company, with pay, until a hearing is held for the Crewmember(s) by the System Chief Pilot or other appropriate Company official.
  - b. A Crewmember may be held out of service with pay prior to an investigatory meeting, provided that an informal investigatory meeting, as described in Section B.1.a. of this Article is held within seven (7) days, with notice to the Crewmember and the Union.
  - c. When a Crewmember is held out of service under Sections B.1.a or B.1.b. of this Article the Company will conduct any necessary additional investigation in a timely manner, consistent with a thorough investigation. In any event, a Crewmember shall not be held out of service by the Company for more than 30 days without being afforded a hearing pursuant to Section B.2. of this Article.



- d. A Crewmember held out of service with pay, in accordance with Sections B.1.a. and B.1.b. of this Article, shall receive pay/pay credit for all previously scheduled, rescheduled, awarded, assigned, reassigned Trip(s) dropped as if the Crewmember had performed the Trip(s) previously awarded open flying/DOF assignments. A Crewmember that has been held out of service shall be eligible to bid and shall be awarded Open Flying/DOF; however, the Crewmember shall receive pay/pay credit for scheduled, rescheduled, awarded, assigned, reassigned Open Flying/DOF/emergency assignments subsequent to being held out of service only if the assignment(s) are actually performed by the Crewmember.
2. The Crewmember shall be notified in writing, with a copy to the Union, of the specific charges against him prior to any formal hearing resulting from such incident. The Crewmember and the Union shall receive at least 72 hours notice from the Company prior to any formal hearing under this Section. Both parties shall also provide at least two business days prior to the hearing copies of any documents to be presented at this hearing, including written statements, notes of interviews or any other evidence that relates, to the specific charges being made against the Crewmember that had not previously been exchanged by the parties.
3. The Crewmember shall have Union representation at any hearing conducted under Section B. of this Article. At any such hearing, the Company shall present all of its evidence available at that time in support of the charges against the Crewmember. The Union/Crewmember shall have an opportunity to respond to the evidence presented by the Company. The Crewmember may be suspended without pay or discharged at the conclusion of the formal hearing.
4. All meetings and/or hearings conducted in accordance with Section B. of this Article shall comply with the following:
  - a. All meetings and/or hearings shall be conducted during normal business hours (0900-1700 hours local time). If the meeting/hearing is to be held in person, the meeting/hearing shall be held in the locale where the general offices of the Company are located or at any other location upon which the parties agree. The meeting/hearing shall be held telephonically unless a face-to-face meeting is requested by either the Company or the Union.
  - b. In the event the Company requests the presence of the Crewmember at this meeting/hearing the Company shall

provide and pay all the cost/expense of commercial airline tickets all ground transportation, lodging and per diem in accordance with Article 20 for attending and traveling to and from the meeting and/or hearing. The Crewmember shall receive pay/pay credit for all previously scheduled, rescheduled, awarded, assigned, reassigned Trip(s) dropped as if the Crewmember had performed the Trip(s). For attending and traveling to and from the meeting and/or hearing on previously scheduled Day(s) Off, the Crewmember shall receive compensation in accordance with Article 19, Section M.3. for each previously scheduled Day Off.

- c. A Crewmember based at a Domicile within the forty-eight (48) contiguous United States shall be given at least twelve (12) hours of rest prior to the time at which any meeting and/or hearing is planned to commence.
  - d. A Crewmember based at a Domicile outside of the forty-eight (48) contiguous United States shall be given at least twenty-four (24) hours of rest prior to the time at which any meeting and/or hearing is planned to commence.
5. Within ten (10) calendar days following the hearing, the System Chief Pilot shall provide written notification of the Company's decision to the Crewmember, with a copy to the Union. The written notification shall include the precise charge or charges, if any, against the Crewmember, and shall be accompanied by copies of any currently available written witness statements, crew scheduling tapes or other documents upon which the discipline or discharge is based which are to be introduced in any subsequent mediation or arbitration.
  6. No later than ten (10) calendar days after receipt of the required notification, the Crewmember(s) or the Union may file a written grievance with the System Chief Pilot.
  7. By agreement of the parties, the grievance may first be submitted to mediation as provided for in Section C. of this Article. If within seven (7) calendar days after the filing of the grievance the parties have not agreed to submit the grievance to mediation, the Union shall advise the System Chief Pilot within fourteen (14) calendar days whether the grievance is proceeding to arbitration as provided for in Article 6 of this Agreement.
  8. Nothing in this Article shall be construed as extending the rights of Section B of this Article to a Crewmember during his probationary period.
  9. The Company and the Union Executive Board may agree to

different methods of dispute resolution.

### **SECTION C. GRIEVANCE MEDIATION**

Unless the parties agree to forego mediation, a non-disciplinary grievance filed by the Union or filed by the Senior Vice President of Flight Operations or designee shall be submitted to mediation pursuant to the procedures outlined below. A discipline or discharge grievance shall be handled in arbitration as provided in Article 6, unless the parties agree to submit such grievance to mediation.

1. Mediation proceedings conducted pursuant to this Section will be held in the locale where the general offices of the Company are located or at any other location upon which the parties agree.
2. Mediators either will be provided by the National Mediation Board or selected from a list agreed upon by the parties. All mediator fees and expenses, including the cost of any conference facilities or materials, will be shared equally between the parties.
3. Mediation sessions shall be scheduled for January, April, July and October, or at other times by agreement of the parties. Each mediation session shall continue until all matters before it have been considered, or three days have elapsed, whichever is earlier, unless otherwise agreed upon in writing. Grievances will be scheduled for each mediation session and will normally be heard in the order in which the grievances were filed with the Union. However, the Union or the Company may advance a grievance to the next scheduled mediation session without regard to the original date of the grievance by giving the other party written notice thirty (30) days prior to the next scheduled mediation session. The Union shall have the first opportunity to advance a grievance to mediation. The party advancing a grievance to mediation shall yield that opportunity to the other party for the next mediation session. If that party declines to advance a grievance it shall be considered to have waived its opportunity and the other party may then advance a grievance for that mediation session by serving a written notice at least twenty (20) days in advance of the mediation session.
4. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The presentation of evidence is not limited to that presented at any previous step of the grievance procedure. The rules of evidence will not apply, and no transcript of the mediation sessions will be made.
5. The parties in attendance will have full authority to reach agreement and to act on behalf of the Grievant(s) to resolve the

- grievance. Non-participating observers will not be admitted except by agreement of the parties.
6. Each party's representatives at the mediation sessions will be familiar with and prepared to discuss the grievance(s) scheduled for that mediation session.
  7. The mediation process shall be informal. The mediator has authority to meet both jointly and separately with the parties; however, the mediator has no authority to compel resolution of the grievance.
  8. Any settlements reached during a mediation session shall be reduced to writing and signed by the Company, the Union and the Grievant, if present, prior to the conclusion of the mediation session. Grievances that are not resolved shall be declared deadlocked and may be submitted to arbitration. The submission shall be in writing, with notice to the other party, within fourteen (14) calendar days of the conclusion of the mediation session. If such notice is not given, the grievance shall be considered withdrawn and no further action on the grievance shall be taken thereafter by any party.
  9. The record of the mediation will be closed and inadmissible in any subsequent proceeding unless a written settlement is reached, in which case the record will be admissible solely to interpret or apply the settlement, if necessary.
  10. Either party may request the Mediator to give it an advisory opinion.
  11. Written material presented to the mediator or to the other party shall be returned to the party presenting that material at the termination of the mediation sessions.
  12. If a grievance that had been submitted to mediation is subsequently heard before the Arbitration Board, the mediator shall not serve on the Arbitration Board, nor shall he be called as a witness by either party in the Board's proceedings. During the Arbitration Board proceedings on such grievance, no reference will be made to the fact that the grievance was submitted to mediation, nor will there be any reference to statements made, documents provided, or actions taken by the mediator and/or by the participants during the course of mediation.
  13. By agreeing to schedule mediation, the parties are not waiving any procedural argument(s) that they may have regarding the grievance. Both the Company and the Union reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such mediation.

14. It is recognized to be the responsibility of both parties to avoid the unnecessary accumulation of unresolved grievances. If, in spite of the good faith efforts of both parties, using the procedures set forth in this Agreement, unresolved grievances do accumulate, the parties shall meet and cooperate with the mediator to agree upon steps as may be necessary to resolve the accumulation.
15. Up to two Crewmember mediation participants designated by the Union shall be released from duty in accordance with the Short Term Union Leave of Absence provisions contained in Article 8.C. of this Agreement relating to Union business involving Meetings with Management. Otherwise, each of the parties shall assume the compensation, travel expense and other expenses of the mediation participants selected by it, and each of the parties shall assume the compensation, travel expense and other expenses of the witnesses called or summoned by it, except that the Company shall provide must-ride status on Company aircraft, in accordance with existing regulations, for any Company employee called or summoned as a witness or mediation participant.
16. The Company and the Union Executive Board may agree to different methods of dispute resolution.

#### **SECTION D. GENERAL**

1. The time limits set forth in Sections A, B and C of this Article may be extended by agreement between the Company and the Union. A request for extension shall be made in writing and shall include the reason for the request. Requests for extension shall not be unreasonably withheld.
2. Failure on the part of the Company to issue its decision within the time limits specified shall result in the granting of the grievance in its entirety. Failure on the part of the Grievant(s) or the Union to file a grievance or process an appeal within the time limits specified shall result in the denial of the grievance in its entirety. Any grievance granted/denied on the basis of timeliness shall not be precedent setting.
3. If, as a result of any meeting, hearing, or appeal, a Crewmember(s) is exonerated, his personnel record shall be cleared of the charge(s) upon which the discipline or discharge was based, and he shall be reinstated with full seniority and longevity, and he shall be made whole for any and all pay and benefits lost during such period.
4. The filing of all written grievances, decisions, and appeals, and

all written notifications shall be accomplished by personal delivery or by depositing such notices in the U.S. Mail, certified, postage prepaid return receipt requested, addressed to the last known address of the person(s) to whom the notice is being given.

5. A Grievant or authorized Union Representative shall have access to, and free to make copies of, all documents that relate to the grievance at such time that there is an active grievance filed under this Article. In addition, both the Union and the Company shall have the right to make reasonable requests and obtain copies of any other documents in the Union's or Company's possession which are relevant to the grievance.



# **ARTICLE 6: ARBITRATION SYSTEM BOARD OF ADJUSTMENT**

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## **SECTION A. COMPOSITION OF THE BOARD**

1. In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is hereby established the "ABX Air, Inc., Crewmembers' Arbitration System Board of Adjustment" herein referred to as the "Arbitration Board."
2. The Arbitration Board shall consist of three (3) members, one of whom shall be selected and appointed by the Company, one of whom shall be selected and appointed by the Union, and a third neutral member who shall be selected in accordance with the procedure set out in this Article, and who shall serve as Chair. The Company and the Union shall each select an alternate Board Member to serve in the event that the Board member is unavailable to serve.

## **SECTION B. SELECTION OF NEUTRAL MEMBER**

1. The parties shall maintain two lists of arbitrators who are deemed acceptable. One list shall consist of five arbitrators, to be used for hearing discipline and discharge cases. The other list shall consist of nine arbitrators to be used for hearing non-disciplinary cases.
2. No later than October 31 of each year, the parties shall contact each member of the agreed panels of arbitrators requesting a list of available dates for the following calendar year. The parties shall mutually agree upon acceptable arbitration dates, and notify the arbitrators.
3. After serving as the neutral member of the Arbitration Board, the arbitrator's name shall automatically be removed from the list and replaced by another arbitrator to be agreed upon. An arbitrator removed from the list may be returned to the list by agreement of the Company and the Union. If the arbitrator is not returned to the list, any future hearing dates scheduled for that arbitrator shall be cancelled.
4. In no case shall the number of names on a panel drop below five. If only five names remain, the names of arbitrators will cease being dropped from the list until the list again exceeds five. If the parties are unable to agree upon names to be added to repopulate the list, for each name to be added, either party may request a panel of seven arbitrators from the National Mediation Board (NMB); provided, however, that each



party shall have the right to reject one list of arbitrators provided by the NMB in its entirety, for each vacancy on the Panel, in which case the parties shall request a new list from the NMB. Within fourteen (14) days of receipt of an agreeable list from the NMB the parties shall alternately strike names until only one name remains, and that name shall be added to the parties' list.

### **SECTION C. JURISDICTION OF THE ARBITRATION BOARD**

1. The Arbitration Board shall have jurisdiction over all disputes growing out of grievances or out of the interpretation or application of any of the terms of this Agreement or amendments thereto submitted by the Union or the Senior Vice President of Flight Operations for ABX Air, Inc. or designee. The jurisdiction of the Arbitration Board shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions covered by this or other existing agreements between the parties.
2. The Arbitration Board shall consider any dispute properly submitted to it when such dispute has not been previously settled in accordance with the provisions of Article 5 of this Agreement.

### **SECTION D. DEADLOCK NOTICE AND PROCEDURE**

Disputes not resolved in Article 5 may be sent to the Arbitration Board in accordance with Section E of this Article.

### **SECTION E. PROCEEDINGS BEFORE THE ARBITRATION BOARD**

1. Once the Company (or the Union in a Company initiated grievance) has been notified that a grievance is being processed to arbitration, a statement shall be submitted to the other party containing the following:
  - a. The Grievance, including items a. – f. of Article 5, Section A.3.
  - b. Position of the grievant(s)/Union
  - c. Position of the Company
  - d. Correspondence exchanged between the parties.
2. a. Grievances shall normally be scheduled for arbitration in the order of the original date of the grievance. However, the Union or the Company may advance a grievance to the next scheduled arbitration hearing date without regard to the original date of the grievance by giving the other party written

notice sixty (60) days prior to the next scheduled arbitration hearing date.

b. The Union shall have the first opportunity to advance a grievance to arbitration. The party advancing a grievance to arbitration shall yield that opportunity to the other party for the next arbitration. If that party declines to advance a grievance it shall be considered to have waived its opportunity and the other party may then advance a grievance for that date by serving a written notice at least fifty-five (55) days in advance of the arbitration. However, grievances involving termination and grievances filed pursuant to Article 1 shall be given priority.

**Example:** Arbitrations are scheduled for the months of February, March and April and the Union elects to advance a grievance to arbitration out of order for the month of February. The company declines to advance a grievance for the month of March and has waived its opportunity.

The Union then has the opportunity to advance a grievance in March. If it elects to do so, the company has an opportunity to advance a grievance out of order for the month of April.

If the Union does not elect to advance a grievance for the month of March the grievance that was originally scheduled shall proceed to arbitration and the Union may elect to advance a grievance for the month of April.

3. Crewmembers covered by this Agreement may be represented at Arbitration Board hearings by such person or persons as they may choose to designate, and the Company may be represented by such person or persons as it may choose to designate. Evidence may be presented either orally or in writing, or both.
4. The Arbitration Board Chairman may summon witnesses who are employed by the Company and who are deemed necessary by the Arbitration Board.
5. The Arbitration Board shall be competent to hear the disputes properly submitted to it and decide said disputes by a majority vote of all members of the Arbitration Board. Decisions of the Arbitration Board shall be final and binding upon the parties and the Grievant(s).

## **SECTION F. GENERAL**

1. Compensation, travel expenses and other expenses for members of the Arbitration Board, participants and witnesses

shall be provided for as follows:

- a. Each of the parties shall assume the compensation, travel expenses and other expenses of the Arbitration Board members selected by it, except that the Company shall provide must-ride status on Company aircraft in accordance with existing regulations for any Arbitration Board member.
- b. Each of the parties shall assume the compensation, travel expense and other expenses of the participants and/or witnesses called or summoned by it, except that the Company shall provide must-ride status on Company aircraft in accordance with existing regulations, for any Crewmember or Company employee.
- c. The reasonable expense and compensation of the neutral Arbitration Board member appointed in accordance with Section B of this Article shall be borne equally by the parties.

## 2. Freedom to Act

Each and every Arbitration Board member shall be free to discharge his duty in an independent and un-coerced manner, without fear that his individual relations with the Company, with the Crewmember, or with the Union shall be affected in any manner by any action taken by him in good faith in his capacity as an Arbitration Board member.

## 3. Time Limits

Time limits as set forth in this Article may be extended in writing by agreement of the Company and the Union.

## 4. Rights Under Railway Labor Act

Nothing herein shall be construed to limit, restrict, or abridge the rights or privileges accorded either to the Crewmembers or to the Company, the Union, or to their duly accredited representatives under the provisions of the Railway Labor Act, as amended.

# ARTICLE 7: FURLOUGH & RECALL

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## SECTION A. FURLOUGH NOTICE

1. When a reduction in Crewmembers covered by this Agreement becomes necessary, the Company shall notify and meet with the Union as soon as the need for the surplus or furlough is known but not later than seven (7) calendar days prior to the issuance of the surplus or furlough notice to discuss the pending surplus/furlough and the procedures to be followed. Crewmembers will be furloughed in reverse order of seniority, irrespective of their equipment type, seat position or Domicile. Each Crewmember to be furloughed shall be notified of the furlough and, if possible, of the probable duration thereof, verbally and in writing at his last filed address. When it becomes necessary to furlough Crewmembers covered by this Agreement, at least thirty (30) calendar days notice of such furlough shall be given to all Crewmembers affected or pay in lieu thereof, except in cases when the furlough is caused by:
  - a. Acts of God.
  - b. Circumstances over which the ABX Air Inc. does not have direct control.
  - c. Strikes or other work stoppages by employees of ABX Air, Inc.
2. In the event of a furlough of Crewmembers, the Company shall post such notice at each Domicile and shall, after the announcement of the furlough and prior to the effective date of the furlough, accept requests for leaves of absence and shall offer voluntary furloughs to any Crewmember to offset any involuntary furloughs. The volunteer will be subject to all the provisions of this Article.
3. Transportation for a Crewmember whose furlough is effective with less than thirty (30) days of notice shall be as follows:
  - a. If the Crewmember is on a Trip he shall be immediately replaced on his assignment and shall not perform any further flight duties or be assigned to deadhead on Company aircraft. The Company shall provide the Crewmember a commercial airline ticket from his current location to his Domicile and shall provide access to Company facilities so that the furloughed Crewmember can retrieve any personal belongings that are on Company property. Once in Domicile, the Crewmember

shall not be allowed to deadhead on Company aircraft but shall be provided a commercial airline ticket, if necessary and at the Crewmember's option, to his home of record.

- b. If the Crewmember is in Domicile, he shall not be allowed to deadhead on Company aircraft but shall be provided a commercial airline ticket, if necessary and at the Crewmember's option, to his home of record.
  - c. If the Crewmember is on Days Off he shall be provided by the Company one (1) round trip airline ticket, if necessary and at the Crewmember's option, from his home of record to his Domicile. The airline transportation must be used within sixty (60) days of the effective date of furlough. The Company shall provide access to Company facilities so that the furloughed Crewmember can retrieve any personal belongings that are on Company property.
4. The Crewmember shall receive 45 days pay (45/365 of his base salary) to be distributed as a regular bi-weekly paycheck. This pay shall be in addition to any pay in lieu of notification as described in Section A.1. of this Article.

#### **SECTION B. RECALL**

Recall from furlough shall be accomplished in order of seniority and prior to the employment of new hires. Crewmembers furloughed prior to the completion of their probationary period shall be required to complete the remainder of their probationary period subsequent to recall.

#### **SECTION C. ASSIGNMENT AFTER RECALL**

Crewmembers returning from furlough shall resume active service in accordance with their seniority.

#### **SECTION D. FILING ADDRESS/TELEPHONE NOTICE**

At the time of furlough, each furloughed Crewmember shall file his correct address and telephone number in writing with the Human Resources Department and shall within seven (7) calendar days advise the Human Resources Department, in writing, of any subsequent change of address or telephone number while he is on furlough.

#### **SECTION E. RECALL NOTICE**

Furloughed Crewmember(s) shall be notified of their recall in writing by certified mail, return receipt requested. The notification shall specify a date of return to active duty. A recalled

Crewmember may, but shall not be required to, return to active duty less than twenty-one (21) calendar days after the date such notice was sent to the Crewmember's last filed address. When justifiable circumstances exist, additional time to report for duty may be permitted by the Company.

#### **SECTION F. RECALL NOTICE ANSWER**

1. Each Crewmember shall answer his recall notice in writing, or the Union on his behalf. Such answer must be received by the Chief Pilot within fourteen (14) calendar days from the postmark date of the recall notice. An attempt to call or contact the Crewmember electronically will also be made. It will be the responsibility of the Crewmember to keep his contacts updated.
2. A failure of the Crewmember to respond to a recall notice will not prevent the Company from filling the vacancy with a junior Crewmember, or if a junior Crewmember is not available, filling the vacancy with a new hire. Should the Crewmember respond after the time frame outlined in Section F.1., but prior to the return to active duty date in his recall notice, and the training class is not full, he shall be recalled and he will be placed in the class. If the class is full then he will be placed in the next available scheduled class. The Company shall notify the Crewmember of the start date of his class in writing by certified mail, return receipt requested. In the event there are no other classes scheduled, the Company shall notify the Crewmember of his continuing furlough status in writing by certified mail, return receipt requested.
3. A furloughed Crewmember who is on a medical or disability leave of absence and is not medically fit to return to work within the twenty-one (21) day time constraint of Section E of this Article, shall continue to be considered on medical leave and on furlough. His inability to accept the recall will not be considered a refusal under Section G of this Article. He shall return to work under Article 9, Section B.4. of this Agreement, when medically fit to do so and he shall not be required to be recalled.

#### **SECTION G.**

A Crewmember shall have the right to refuse recall one time. When this option is exercised, the Crewmember may elect to specify a period of time until he will be available for a second recall opportunity. Such period shall not exceed one (1) year. A Crewmember who refuses recall shall cease to accrue seniority

and longevity until such time as he accepts recall. If a Crewmember refuses a second recall, or at any time fails to comply with any of the requirements and time periods set forth in this Article, except as otherwise set forth in Section F of this Article, he shall cease to have seniority and his employment with the Company shall be considered terminated for all purposes.

#### **SECTION H.**

All furloughs shall expire at the end of seven (7) years from the effective date of such furloughs and any accrued seniority shall be forfeited, provided however, that there shall be no change in the relative seniority position on the Crewmember Seniority List as the result of any furloughs.

#### **SECTION I.**

Notifications and answers thereto required under this Article shall be made either by fax, certified or registered mail, return receipt requested, or by telegram, reply requested, within the time limits specified in this Article.

#### **SECTION J.**

When a probationary Crewmember is furloughed or recalled the Company shall do so in accordance with the provisions of this Article.

#### **SECTION K. CONDITIONAL RECALL NOTICE**

The Company at its option may send out a conditional recall notice. Such notice will ask the Crewmember if he wishes recall. Should such Crewmember refuse recall before the needs of the Company are met it will constitute refusal of recall and Section G of this Article shall apply. Should the needs of the Company be met before the Crewmember's seniority number is reached the conditional recall shall be considered null and void and the Crewmember's response (i.e. yes or no) to such recall notice shall not affect his recall status.

All time frames pertaining to recall in this Article will apply to conditional recall notices.

#### **SECTION L. SICK DAY RESTORATION**

Furloughed Crewmembers being recalled and returning to active duty under this Article who have a sick day balance of less than twelve (12) days shall be credited with an advance of sick days to make the Crewmember's balance twelve (12) days. The

Crewmember shall not accrue additional sick days until he has worked enough additional months to cover the advanced accruals. Should a Crewmember leave the employment of the Company, for any reason, prior to the completion of the months necessary to repay the advanced sick days, any monies due the Company as a result of the sick day usage beyond one (1) day for each month of full service for the sick days advanced under this Section shall be deducted from the Crewmember's final paycheck.

#### **SECTION M. JUMPSEAT USAGE BY FURLOUGHED CREWMEMBERS**

To assist Crewmembers seeking other employment following furlough from the Company, their access to ABX Air, Inc. jumpseats shall continue for 180 days from the effective date of the furlough. This access to jumpseats shall only be allowed to the extent permitted by law or regulation by the appropriate federal agency and on terms no less favorable than those provided for non-furloughed Crewmembers as set forth by Company policy in the Flight Operations Manual.





# **ARTICLE 8:**

## **NON MEDICAL LEAVES OF ABSENCE**

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### **SECTION A. PERSONAL LEAVE OF ABSENCE**

When the requirements of the service shall permit, and upon written request submitted by the Crewmember to the Company as far in advance as possible, a Crewmember may be granted a Personal Leave of Absence without pay for a period not in excess of ninety (90) days. The Company will furnish to the Union written documentation that it has approved a Crewmember's request for a Personal Leave of Absence. When such Personal Leaves of Absence are granted, the Crewmember shall retain and continue to accrue seniority during such Personal Leaves of Absence provided that the Crewmember maintains the certificates and currency required for his status. The Crewmember shall also accrue vacation and sick day credit provided he serves as a Crewmember for twelve (12) days in a calendar month. The Crewmember shall not accrue longevity for pay purposes during such leaves of absence. If, during such leave, a Crewmember shall permit such certificates and currency required for his status to lapse, his seniority shall accrue only to such date of lapse. Such leave or leaves of absence may be extended for additional periods when approved in writing by the Company. A Crewmember returning from an authorized Personal Leave of Absence or extension thereof, as provided herein, shall be permitted to resume his position in accordance with his seniority. He shall not be gainfully employed during such Personal Leave of Absence without written approval by the Company.

### **SECTION B. MILITARY LEAVE OF ABSENCE**

Upon written request, any Crewmember who is returned to active military service shall be automatically granted military leave of absence in accordance with applicable federal law and regulations. Such military leave of absence shall be without pay, except that a Crewmember who is on military leave of absence to attend an annual field training (two-week military summer camp) shall be paid the difference between the pay he would have received and his military pay for both weeks of such leave of absence. Military leave of absence shall extend only during the period that a Crewmember is assigned to active military duty. Return to duty after leave of absence for active military duty shall be subject to a reasonable qualifying period in accordance with USERRA.

## **SECTION C. UNION LEAVE OF ABSENCE**

### **1. General**

- a. A Crewmember granted a Union Leave of Absence without pay for bona fide Union business shall be guaranteed reinstatement at the end of such period with the same seniority rights for pay and benefits accrual as if he had been continuously employed.
- b. A Crewmember on Union Leave of Absence shall be considered continuously employed by the Company for purposes of participating in health and welfare programs established by this Agreement and shall accrue length of service for future seniority integration resulting from merger, purchase or acquisition. Such Crewmembers shall be eligible for free and/or reduced transportation privileges for purposes of personal travel in accordance with Company policy. If the unpaid Union Leave of Absence exceeds thirty (30) continuous days, the Union shall reimburse the Company for the cost of the Crewmember's health and welfare benefits. For the purpose of retirement calculations, Crewmembers on a Long Term Union Leave of Absence shall receive service credit for the year in which the Long Term Union Leave of Absence starts and the following year for the purposes of retirement calculations. The Crewmembers shall receive the retirement credit, provided they would have received the credit for the period of the Long Term Union Leave of Absence had they not been on the Long Term Union Leave of Absence. The maximum service credit for retirement calculations shall be two (2) years while on Long Term Union Leave of Absence. While on Long Term Union Leave of Absence, no vacation shall be accrued. When the Crewmember returns from Long Term Union Leave of Absence he shall be eligible to bid and take vacation based on what could have been accrued were he actively employed for the period of the Long Term Union Leave of Absence. The Union shall reimburse the Company for the cost of this vacation.
- c. When a Trip with multiple Work Days are dropped for a single day of bona fide Union business the Crewmember will be assigned a Flex Day(s) on the days other than Union business.

### **2. Short Term Union Leave of Absence**

- a. The Company agrees to grant the necessary time off, without discrimination or loss of seniority rights, to any Crewmember designated by the Union to serve on official Union business in any temporary capacity of one (1) month or less, provided written notice is given to the Company by the Union specifying the dates of the requested leave of absence. For Domiciles with greater than 50 Crewmembers assigned, such notice must be received by the Company at least forty-eight (48) hours in advance. For Domiciles with 50 or less Crewmembers, such notice must be given at least five (5) business days in advance. No more than two percent (2%) of the total Crewmembers, but no less than four (4) will be granted time off for Union business unless the Company determines additional Crewmembers can be granted Union leave of absence. The maximum allowed shall be released as close to equal proportion Captain to First Officer as can be, (i.e. if 5 Crewmembers are released, no more than 3 of those can be from one seat.) If four (4) Crewmembers are allowed to be released from a Domicile and only two (2) Crewmembers are needed to be released for Union business, both Crewmembers may come from the same seat. At Domiciles with fifty (50) or fewer crewmembers, no more than one (1) Crewmember per seat will be displaced for Union business. Crewmembers displaced from their Trip(s) for contract negotiations with the Company, Meetings with Management, or who are performing as either the Pilot Representative and/or Safety Representative for a NTSB aircraft accident/incident investigation shall not count against the overall limits described in this paragraph, however, the limitation provided for Domiciles containing fifty (50) or less Crewmembers still applies.
- b. In the event of an aircraft accident/incident, investigated by the NTSB, involving an ABX Crewmember operating a Company owned, leased or operated aircraft, the Company shall immediately release a Pilot Representative and a Safety Representative to participate in the NTSB investigation. In the case of an incident/accident investigated by the FAA, the Company shall, at the request of the Union, immediately release a Safety Representative, and if requested a pilot Representative. These representative(s) shall be released from duty provided no such designated person is available. No ABX flight shall be delayed or canceled due to release of these

Crewmembers. The Union shall maintain and provide the Company an updated list of such individuals designated for this task. Up to an additional five Union representatives shall be released from duty upon the Union's request within twenty-four (24) hours after the accident/incident. The Union shall reimburse the Company for any costs incurred in covering the out based trips, (i.e. travel, lodging costs, etc.). During the remainder of the time these Crewmembers are released, any costs incurred by the Company shall be reimbursed in the same manner as a Short Term Union Leave of Absence. The release of the Pilot Representative and the Safety Representative shall not count against the number of Crewmembers eligible to be released pursuant to Section C.2.a. of this Article. In the event an Executive Board member is unavailable to authorize release of Crewmembers, the Air Safety Committee Chairperson is authorized to release the Crewmembers covered under this paragraph. The Crewmembers released shall be released from all Company duties when their presence is required by the NTSB Investigator In Charge. Should a Crewmember become unqualified while on Union Leave, per this paragraph, he shall remain on Union Leave, for pay and credit purposes, until he completes re-qualification training, as set forth in the ABX Air Inc. Flight Department Training Manual.

- c. For those periods for which proper approved documentation exists, pay and pay credit for any Trips dropped during approved pay period(s) for Crewmembers taking Short Term Union Leave of Absence shall be the same as if the Crewmember had performed the Trip(s). Trips dropped as a result Short Term Union Leave of Absence shall be awarded/assigned pursuant to Article 13, Section O of this Agreement.
- d. The Union shall reimburse the Company for Trip(s) awarded for additional compensation from DOF for Trip(s) dropped as a result of Short Term Union Leave of Absence. Additionally, the Union shall reimburse the Company for the emergency replacement assignment(s) for Trip(s) dropped as a result of Short Term Union Leave of Absence only if the Company utilized all Crewmembers on Flex Day(s) and Reserve Work Day(s) and no eligible Crewmember bids for this Trip(s). The Union shall not reimburse the Company for any Meetings with Management or for time off for contract negotiations, but

in regard to contract negotiations the Union shall reimburse the Company, as prescribed in this paragraph, for more than four (4) Crewmembers dropping Trips to participate in contract negotiations. If the Meeting with Management is not held in the Crewmember's Domicile, travel days to and from said meeting are included.

- e. Each month, the Company shall send a bill to the Union for any extra compensation incurred. The billing shall include the employee's name, dates, Trip numbers, and whether the reimbursement was calculated on the hourly or daily pay rate when Open Flying or DOF is involved.
3. Long Term Union Leave of Absence
- a. Up to two (2) members of the Union Executive Board shall be granted Long Term Union Leave of Absence in accordance with Section C.1. of this Article to run concurrent with their elected terms of office or for longer periods of time as may be required. The Executive Board may request additional Union members for Long Term Union Leave of Absence for the purpose of bona fide Union business as long as the total does not exceed three (3) members. One of the three (3) members must be an Executive Board Member. Should a Crewmember become unqualified while on Long Term Union Leave he will remain on Long Term Union Leave, for pay and credit purposes, until he completes re-qualification training, as set forth in the ABX Air, Inc. Flight Department Training Manual.
  - b. If a Crewmember, at the request of the Company, and with the approval of the Executive Board of the Union, takes a leave of absence to be a representative of the Union, for the purpose of working for and under the direction of the Company's management, the Union shall not be required to reimburse the Company for Trips dropped for this purpose. This is not intended to include negotiations, grievance resolution, or System Board participation.

#### **SECTION D. BEREAVEMENT LEAVE OF ABSENCE**

1. In the event that a Crewmember suffers a death in his immediate family, he shall immediately notify the System Chief Pilot, or his designee, and be granted up to three (3) Work Days leave of absence with full pay (to be treated as if the Crewmember had performed the Trip(s) dropped for the bereavement leave) as requested by the Crewmember.

“Immediate family” shall be defined as parents, or legal guardians, grandparents, brother, sister, child, spouse, or present spouse’s parents or legal guardians, and grandchildren. Such bereavement leave of absence may upon request, be extended additional days and, if extended, may be either without pay or with pay charged against the Crewmember’s accrued sick day balance or earned vacation, as agreed upon between the Company and the Crewmember.

2. A Crewmember based at a Domicile outside the contiguous forty-eight (48) United States or a Crewmember performing Duty for the Company outside the contiguous forty-eight (48) United States shall not have bereavement leave of absence start until arrival in the contiguous forty-eight (48) United States. Travel to and/or from the contiguous forty-eight (48) United States for bereavement leave shall be treated and paid as Work Days. Such travel shall not count as days of the bereavement leave and shall not count as an extension of additional days of bereavement leave.
3. A Crewmember based at a Domicile outside the contiguous forty-eight (48) United States or a Crewmember performing Duty for the Company outside the contiguous forty-eight (48) United States, traveling for bereavement leave, shall be provided a round trip airline ticket at Company expense pursuant to Article 18, Section E.

#### **SECTION E.**

A Crewmember on any type of Leave of Absence shall not, without prior written permission of the Company, engage in any aviation employment and, in no case, shall engage in employment which might bring discredit to the Company.

#### **SECTION F. PERSONAL DAYS**

A Crewmember may request, and the System Chief Pilot, or his designee, may grant personal days off. No more than three (3) consecutive Work Days shall be granted as personal days. The first three (3) personal days taken in any calendar year may be charged to sick days, earned vacation, or taken without pay. A Crewmember may also request additional personal days in excess of the initial three (3) granted above. Personal days off taken in excess of three (3) per year shall be taken without pay. The flight hours, or 4.5 hours, whichever is greater, shall be deducted from the Crewmember’s pay. Approval for personal days off shall be granted, provided there is sufficient coverage to support the request for a personal day(s).

## SECTION G.

1. No Crewmember shall be granted a Leave of Absence under Sections A or C of this Article unless he is current and qualified in his aircraft type, not in a training program, and not pending disciplinary action.
2. A Crewmember returning from a Leave of Absence who is able to return to line flying without training shall be scheduled as follows:
  - a. A Crewmember whose return coincides with the beginning of a Bid Period shall be afforded the opportunity to bid for that Bid Period in the normal bid process prior to his return.
  - b. A Crewmember who returns from a Leave of Absence following the bid awards shall be given a reserve schedule according to the parameters of Article 13, until able to bid for a Line of Time.

## SECTION H. FAMILY MEDICAL LEAVE ACT (FMLA)

1. The Company shall continue its practice of applying the provisions of the Family Medical Leave Act (FMLA) to Crewmembers provided that the Crewmember has worked sixty percent (60%) of his scheduled hours during the previous twelve (12) months. Hours worked pursuant to emergency assignments, Open Flying, time spent on Reserve and all other compensated activity shall apply to the sixty per cent (60%) requirement. However, hours compensated as vacation and sick leave shall be excluded. The Company shall also continue their practice of allowing Crewmembers to use sick and vacation days to supplement FMLA.

## SECTION I. CHART

This chart is only provided as an aid. The actual provisions of the Agreement/Plan Document shall govern in determining what is actually required in a given circumstance or in any dispute.

Type of Absences	Paid	Vacation Accrual	Sick Day Accrual	Longevity Accrual	Pension Accrual	Medical Benefits
Personal Leave	No	Yes (1)	Yes (1)	No	Yes (2)	To the end of the month
Bereavement Leave	Yes	Yes	Yes	Yes	Yes	Yes



<b>Military Leave</b>	Yes (3)	Yes (1)	Yes (1)	Yes	Yes	Yes (4)
<b>Paid Personal Days</b>	Yes	Yes	Yes	Yes	Yes	Yes
<b>Short Term Union Leave</b>	Yes (5)	Yes (1)	Yes (1)	Yes	Yes	Yes (7)
<b>Long Term Union Leave</b>	No	No	No	Yes	Yes (6)	Yes (7)

1. Provided the crewmember serves as a crewmember for twelve (12) days in a calendar month.
2. Provided the crewmember has four hundred (400) or more hours of service (hours flown, worked or otherwise paid for) in a calendar year.
3. Only for one (1) week out of the two (2) week military summer camp.
4. If military leave is thirty-one (31) or more days, then coverage ends at the end of the month and COBRA thereafter applies. If military leave is less than thirty-one (31) days, ABX continues coverage for the month.
5. Paid by the Company and reimbursed by the Union under certain specified circumstances.
6. Maximum service credit for retirement is two (2) years.
7. Company paid for first thirty (30) days; Union reimburses Company after thirty (30) continuous days.

# **ARTICLE 9: SICK DAYS & MEDICAL LEAVES OF ABSENCE**

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## **SECTION A. SICK DAY CREDIT AND ACCRUAL**

1. Crewmembers shall accrue one (1) sick day for each full calendar month of service as a Crewmember for the Company.
2. For purposes of computing sick day accrual, twelve (12) calendar days of service as a Crewmember in a calendar month shall be considered a full month, and less than twelve (12) calendar days shall not be considered.
3. There shall be no limit on the amount of sick days that a Crewmember can accrue.
4. Upon completion of IOE, new hire Crewmembers shall be credited with a bank of twelve (12) sick days. This bank can be used during their first twelve (12) months of employment as per this Article. No additional accrual shall be made to their bank until the thirteenth (13<sup>th</sup>) month of their employment. Should a Crewmember leave the employment of ABX Air, Inc. prior to the completion of one (1) year of service, for any reason, any moneys due the Company as a result of sick day usage beyond one (1) day for each month of full service, shall be deducted from his final pay check.

## **SECTION B. GENERAL**

1. Crewmembers unable to perform their assigned duties due to attendance at a medical appointment, sickness, pregnancy, or injury, shall be entitled to use accrued sick days.
2. Crewmembers shall not be charged for a sick day when attending a medical appointment, sick, pregnant, or injured unless they are unable to perform their assigned duties. A Crewmember shall not be charged for a sick day on a Day Off or on a day the Crewmember is free from all Duty with the Company.
3. When a Crewmember is utilizing sick day(s), is on Short Term Disability or Long Term Disability, or is on a medical leave of absence on account of sickness, pregnancy, or injury, the Crewmember shall retain and continue to accrue his seniority irrespective of whether or not he is able to maintain the certificate required for his equipment type/seat position until he is able to return to work, except that in no case shall a

Crewmember continue to accrue seniority under this Article for a period of more than six (6) years.

4. A Crewmember returning from a medical leave of absence, Short Term Disability or Long Term Disability shall resume his equipment type/seat position. In the event of surplusage or bumping of Crewmembers, due to reduction in seat assignments or furlough, while on a medical leave of absence, Short Term Disability or Long Term Disability, they shall be entitled, upon return to work, to a position in accordance with their seniority.

### **SECTION C. SICK DAYS/MEDICAL LEAVES OF ABSENCE - HOW PAID**

1. A sick day shall be granted at the Crewmember's regular rate of pay up to the number of sick days accumulated by the Crewmember. One (1) day shall be charged for each day the Crewmember is unable to perform assigned duties due to attending a medical appointment, sickness, pregnancy, or injury until a Crewmember is placed on medical leave of absence in accordance with Section C.3. of this Article.
2. A Crewmember on reserve or a Flex Day unable to accept a flight assignment due to attending a medical appointment, sickness, pregnancy, or injury shall notify Crew Scheduling or in their absence, Flight Control, of his unavailability. A sick day shall not be charged unless operational requirements (i.e., all other reserves and all other Crewmembers on a Flex Day have been utilized) would have necessitated assigning that Crewmember a Flight or On Premise Reserve Duty. Crewmembers shall be limited to six (6) non-charged sick days as prescribed in this paragraph per calendar year. After the sixth (6th) non-charged sick day, the Crewmember on a Reserve Work Day or Flex Day shall be charged a sick day in the event he is unavailable to accept an assignment to which he would otherwise have been assigned.
3. After fourteen (14) consecutive calendar days of absence due to illness, pregnancy, or injury, a Crewmember shall be placed on a medical leave of absence and accident and sickness (Short Term Disability) benefits shall start. Crewmembers may choose to use accrued sick days, on a pro rata basis, to supplement their accident and sickness (Short Term Disability) benefits. The sum of accident and sickness (Short Term Disability) benefits, plus sick days used, may not exceed a Crewmember's normal base pay for the period of his absence. Should a Crewmember's position or pay be reduced due to surplusage or contractual pay reductions his pro rata use of sick

days shall not exceed the lesser of his base pay for the seat position he can hold in accordance with his seniority or the rate of pay in effect at the time the leave commenced. The pro rata calculation shall be as follows:

- a. annualized benefit/Crewmember's base pay (annual) = % of benefit.
  - b.  $1 - \% \text{ of benefit} = \% \text{ of sick day charged.}$
  - c. Crewmembers on medical leave of absence (Short Term Disability or Long Term Disability), as set forth in Article 17, Section D, shall not bid a Line of Time but shall be assumed to have worked seventeen (17) Work Days in a Bid Period.
4. A Crewmember shall be credited for the scheduled, rescheduled, awarded, assigned, or reassigned Work Days and the hours he would have flown for any Work Day in which he cannot perform his duties and a sick day is charged. A Crewmember who is absent from Training, on a day on which the Crewmember was not previously scheduled rescheduled, awarded, assigned, or reassigned to have a Work Day, shall receive no pay for the training day and shall not be charged a sick day. A Crewmember who has been awarded or assigned Open Flying or DOF, (not as a Flex Day(s) assignment), under Article 13 of this Agreement and is unable to report for such Trip(s) due to attending a medical appointment, illness, pregnancy, or injury, shall not be charged a sick day and shall not receive pay or credit for such Trip(s).
  5. A Crewmember receiving Worker's Compensation during the period of his absence shall have such payment deducted from his sick day pay. His sick day bank shall be adjusted accordingly and/or an adjustment shall be made to his Short Term Disability or Long Term Disability payment as appropriate.
  6. Furloughed Crewmembers will not be allowed to use sick time to supplement any Short Term Disability or Long Term Disability.

#### **SECTION D. SICK DAY ACCOUNTING**

1. The Company shall provide each Crewmember with the following:
  - a. A sick day balance and sick days charged in each pay check.

- b. A semi-annual accounting of each Crewmember's sick day balance. This shall be done in February and August and shall show balances as of 12/31 and 6/30. This information shall be posted on the Company's Web site.

#### **SECTION E. REPORTING ON AND OFF SICK DAYS/MEDICAL LEAVES OF ABSENCE**

1. Crewmembers unable to report or perform their duties because of attendance at a medical appointment, sickness, pregnancy, or injury are required to immediately notify Crew Scheduling, or in their absence Flight Control, giving the reason for their inability to report and their expected time off. The only information a Crewmember is required to provide is that the Crewmember is unfit to report for Duty. The Crewmember has no obligation to provide any additional information. Any report to the Company concerning an inability to report for Duty shall be used for the purpose of determining when a medical leave of absence (A&S/Short Term Disability benefits) begins.
2. The Company and the Union both recognize that it is in a Crewmember's best interest to report an inability to perform duties to the Company as soon as possible. This allows A & S/Short Term Disability benefits to begin sooner, thereby, minimizing the number of sick days a Crewmember uses.
3. Crewmembers shall immediately notify Crew Scheduling when they are able to return to work.
4. A Crewmember returning from Long Term Disability, with a sick day balance of less than twelve (12) days, shall be credited with an advance to make his balance twelve (12) days. The Crewmember shall not accrue additional sick days until he has worked enough additional months to cover the advanced accruals. In addition, this option shall not be used again until any previous advance has been repaid in full.

#### **SECTION F.**

All unused accumulated sick days are automatically canceled when a Crewmember's employment with the Company is terminated.

#### **SECTION G. BIDDING WHILE ON MEDICAL LEAVE OF ABSENCE**

1. A Crewmember on a medical leave of absence (Short Term Disability or Long Term Disability) shall not bid or be assigned a Line of Time for the next Bid Period unless the Crewmember reasonably expect(s) to return from medical leave of absence

- (Short Term Disability or Long Term Disability) and assume full duties prior to the fifteenth (15<sup>th</sup>) day of the next Bid Period. If a Crewmember returns to work following a medical leave of absence (Short Term Disability or Long Term Disability) during a Bid Period for which he has not been awarded a Bid Award, the Crewmember shall be placed on the bottom of the FIFO list provided that, in no event, shall the Crewmember be assigned more than seventeen (17) Work Days in a Bid Period inclusive of the days the Crewmember was on the medical leave of absence (Short Term Disability or Long Term Disability).
2. Crewmembers on sick days at the time of Bid Awards, who do not anticipate going on medical leave of absence, (Short Term Disability or Long Term Disability), shall be awarded a bid line for the next Bid Period. Crewmembers on sick days at the time of Bid Awards, who anticipate going on medical leave of absence (Short Term Disability or Long Term Disability), shall not bid. The provisions of Section C of this Article shall apply to a Crewmember who goes on medical leave of absence (Short Term Disability or Long Term Disability) after being awarded a Line of Time.

#### **SECTION H. SICK LEAVE ABUSE**

Crewmembers covered by this Agreement, as well as the Union and the Company, recognize their mutual interest in preventing unnecessary absences or other abuses of sick days. Verification of sick day claims may be required by either party. The Company may require a Crewmember to provide verification of sick day usage from a health care practitioner only if the Company has a reasonable suspicion that the Crewmember is abusing the use of sick days. The Company will share with the Union the circumstances that give rise to the suspicion that sick day abuse may be taking place. The Company will share with the Crewmember and the Union the circumstances and all relevant documentation that gives rise to the suspicion that sick day abuse may be taking place. Any time the Company requires a Crewmember to provide verification of sick day usage, by producing a statement or certification from any hospital, clinic, physician or other health care practitioner that the Crewmember is unable to perform services for the Company, the Company shall pay all unreimbursed medical expenses, not covered by insurance, incurred by the Crewmember for obtaining the verification. A return to work release by a health care practitioner shall be required for an absence in excess of fourteen (14) consecutive calendar days.

## **SECTION I. REHABILITATION LEAVE OF ABSENCE**

1. A Crewmember who voluntarily seeks rehabilitation for drug or alcohol misuse shall be permitted to take a leave of absence for the purpose of undergoing treatment, rehabilitation, and recertification. A Crewmember may voluntarily seek such leave of absence at any time before notification of a drug or alcohol test which may subsequently be verified as positive. Such leaves shall be granted for six (6) months and may be extended, at the discretion of the Crewmember's attending physician, if medically necessary.
2. A Crewmember may receive a Rehabilitation Leave of Absence two times during his employment. These leaves of absence shall be subject to the maximum lifetime insurance benefit.
3. A Crewmember who successfully completes rehabilitation and is re-issued a FAA medical certificate shall be returned to his former equipment type/seat position/Domicile as his seniority will allow.
4. The Company shall adopt the principles and structure of the FAA sponsored Human Intervention Motivation Study (HIMS).

# ARTICLE 10: VACATIONS

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## SECTION A. VACATION DAYS ACCRUED

All Crewmembers shall be given a vacation during each calendar year. The length of the vacation shall be determined by the length of the Crewmember's service from his date of hire by the Company through December 31st of the year immediately preceding the calendar year in which the vacation is to be taken. A new hire Crewmember who receives payroll benefits for twelve (12) Calendar Days or more in a calendar month will receive one (1) vacation day for that month.

<b>Service Years Completed</b>	<b>Vacation Period</b>
Less than one (1) year as of December 31st	One (1) day for each month of service.
At least one (1) year but less than five (5) years	Fourteen (14) days.
At least five (5) years but less than fifteen (15) years	Twenty-one (21) days.
At least fifteen (15) years	Twenty-eight (28) days.

## SECTION B. VACATION PAY

1. A Crewmember shall receive vacation pay and credit for all flight time scheduled, or reserve days bid or assigned, during the period he is on vacation. Vacation pay will be paid at the regular pay periods while a Crewmember is on vacation and shall be computed at the Crewmember's rate of pay in effect at the time such vacation is taken. In no event shall a Crewmember receive for a Bid Period in which all or part of his vacation may occur, less than any Bid Period guarantee he may be entitled to as specified in Article 19 of this Agreement.
2. A Crewmember may elect to sell back any vacation period(s) to the Company subject to the following provisions:
  - a. The Crewmember will notify crew scheduling of his intent to sell back vacation on his Line Bid Sheet. The Line Bid Sheet will be prepared so as to allow for a Crewmember to designate on which Line(s) of Time, if awarded, he desires to sell back his week(s) of vacation. (i.e., the Crewmember will designate in the proper location on the



Line Bid Sheet the Line(s) of Time on which he desires to sell back any vacation.)

- b. A Crewmember may accept the Company's offer to buy back the Crewmember's vacation period in accordance with Article 13 Section C.3.a.7., of this Agreement.
- c. Vacation sell-back must be for the entire vacation period. No split in days will be allowed except as provided in Section E.5. of this Article.
- d. In addition to his normal vacation pay as outlined in paragraph B.1., above, a Crewmember who sells back his vacation will receive additional compensation as specified in Article 19 of this Agreement.

### **SECTION C. VACATIONS NOT CUMULATIVE**

Subject to the provisions of Sections G.5., G.6., G.7., G.8. and G.9. of this Article, vacations must be taken in the vacation year due and shall not be cumulative, unless authorized in writing by the Company.

### **SECTION D. VACATION ACCRUAL - LEAVE OF ABSENCE OR FURLOUGH**

Crewmembers on a leave of absence or furlough shall have their vacation reduced by one-twelfth (1/12) for each full calendar month that they are on leave or furlough, except that a Crewmember who receives payroll benefits for twelve (12) Calendar Days or more in a calendar month(s) will receive vacation credit for that month(s).

### **SECTION E. VACATION SPLITS AND BID**

1. On or before October 1 of each year, the Company shall post on the Flight Department's website with an electronic copy to the Union the planned vacation allocation for each and every Domicile by seat position and equipment type for each week of the vacation year. Allocations for vacation weeks shall be equal to the number of periods required to cover crew levels at the time of the vacation bid, plus eight (8) percent not to exceed the maximum additional periods shown in the following table. Fractions shall be rounded up to the next whole number.

<b>Vacation Periods</b>
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<b>Required</b>	<250	251-400	401-600	601-800	801-1000
<b>Max Add</b>	20	28	40	50	65

The additional periods will be divided equally with one half allocated to the first six months of the calendar year and the other half allocated to the second six months of the calendar year. The placement of the additional periods shall otherwise be at the Company's discretion. The number of vacation periods per vacation week shall not be reduced during the calendar year.

2. If the number of weeks required to cover crew levels at the time of bid plus the eight (8) percent additive equals less than 52 weeks, there shall be a minimum of 52 weeks of vacation made available. In this case, one week shall be allocated for each week of the calendar year, and shall be divided such that each week of the calendar year shall have one vacation period made available for bid.
3. Vacations shall be bid in order of Company seniority in equipment type and seat position for each Domicile.
4. Except as set forth in Section E.5. and E.6. of this Article, vacation periods may not be split and shall contain seven (7) days, i.e.,
  - 7 days vacation = 1 period
  - 14 days vacation = 2 periods
  - 21 days vacation = 3 periods
  - 28 days vacation = 4 periods
5. No Crewmember shall be awarded more than three vacation periods during any one (1) Bid Period. If a Crewmember is awarded three (3) vacation periods during a Bid Period, and the number of vacation days exceeds the number of Work Days in that Bid Period, the Crewmember shall be required to split one of the vacation periods so as to make the number of vacation days equal the number of Work Days in that Bid Period. The Crewmember shall notify Crew Scheduling by 1700 UTC, the second business day after the posting of the Line Awards in which the three (3) vacation periods are awarded, which one of his vacation periods he wishes to split. The vacation days that exceed the number of Work Days in that Bid Period shall be moved as a block to the Bid Period

following the Bid Period in which the Crewmember was awarded three (3) periods of vacation to the first Block of Time of Work Days in which the Crewmember does not have a scheduled vacation period.

6. If the number of vacation days accrued by a Crewmember is not a multiple of seven (7), that Crewmember shall bid the number of periods in accordance with the above schedule plus one additional period for the remaining day(s). The choice of which vacation period is the seven day vacation period and which vacation period consists of less than seven days shall be at the discretion of the Crewmember. The Crewmember shall notify Crew Scheduling by 1700 UTC time the second business day after the posting of the Line Awards during which one of his vacation periods has been awarded which vacation period he chooses to use during that Bid Period. The Crewmember shall designate which consecutive days in that vacation period are to be designated as vacation days by contacting Crew Scheduling prior to 1700 UTC the second business day after the posting of the Line Awards for the Bid Period in which the Crewmember is utilizing a vacation period of less than seven (7) days.

**For example:** A Crewmember with ten (10) months of service is due 10 days of vacation. He shall bid and shall be awarded two (2) vacation periods. The Crewmember shall notify Crew Scheduling by 1700 UTC the second business day after the posting of the Line Awards, during which one of his vacation periods has been awarded, which vacation period he chooses to use during that Bid Period. In the Bid Period the Crewmember's three (3) day vacation period is utilized, the Crewmember shall notify crew scheduling by 1700 UTC the second business day after the posting of the Line Awards and designate, at his discretion, which three (3) days of the awarded vacation period shall be used as vacation.

7. a. On October 1 of each year, the Company shall send Vacation Bid Package for each equipment type, seat position and Domicile (as of November 1 of that year) to each Crewmember, with a copy sent to the Union, including:
  1. Company seniority and phase position
  2. Number of available periods for each vacation week
  3. Vacation days accrued as of October 1 of each year
  4. Bid closing dates
  5. Bid form and instructions on how to bid

- b. By no later than September 15 of each year the Company and the Union shall conduct an audit of the number of vacation periods allocated to each vacation week as required by Section E.7.a. of this Article and an audit of the number of vacation periods earned by each Crewmember. The Company and the Union shall attempt to resolve any disputes prior to the distribution of the Vacation Bid Package. All disputes resolved through this process shall be final and binding on the Company, the Union and the affected Crewmember. Any unresolved disputes shall be subject to the grievance and arbitration procedures of Articles 5 and 6 of this Agreement.
  - c. By no later than December 15 of each year the Company and the Union shall conduct an audit of the amount of vacation earned by each Crewmember who did not receive payroll benefits for twelve (12) days or more in October, November and/or December. If during said audit the Company and the Union reach an agreement on the amount of vacation earned by the affected Crewmember(s) that agreement shall be binding on the Company, the Union and the affected Crewmember. Any unresolved disputes shall be subject to the grievance and arbitration procedures of Articles 5 and 6 of this Agreement.
8. The appropriate Vacation Bid Package required in Section E.7 of this Article shall be sent to the Crewmember's home address with an electronic copy sent to the Crewmember. A master notification shall be posted on the Flight Department website with an electronic copy to the Union. Bidding for vacation will be accomplished via a written bid submitted to a Crewmember's Equipment Chief Pilot or designee. For each calendar year vacations shall be bid using a four (4) phase procedure with closing dates and times and posting dates and times as set forth below:

	<b>Closing</b>	<b>Posting</b>
Phase 1	1700 UTC last Thursday of October	2200 UTC last Friday of October
Phase 2	1700 UTC first Thursday of November	2200 UTC first Friday of November
Phase 3	1700 UTC second Thursday of November	2200 UTC second Friday of November
Phase 4	1700 UTC third Thursday of November	2200 UTC third Friday of November

Crewmembers holding twenty-five percent (25%) of the total vacation weeks by seat position and Domicile will be eligible to bid during the first phase. After the first phase is closed, the Company shall post on the Flight Department's website a revised master vacation list. The master vacation list will now indicate the vacation weeks taken and the vacation weeks still available. Crewmembers holding thirty-three percent (33%) of the vacation weeks by seat position and Domicile which remain after the first phase shall bid during the second phase. After the second phase is closed, the Company shall post on the Flight Department's website a revised master vacation list. The master vacation list will now indicate the vacation weeks taken and the vacation weeks still available. Crewmember's holding fifty percent (50%) of the vacation weeks by seat position and Domicile which remain after the second phase shall bid during the third phase. After the third phase is closed, the Company shall post on the Flight Department's website a revised master vacation list. The master vacation list will now indicate the vacation weeks taken and the vacation weeks still available. Crewmember's holding the remaining vacation weeks after the third phase shall bid during the fourth phase. During the vacation bidding period, the Company shall ensure that a representative of the Chief Pilot's office is available by telephone between the hours of 0800 and 1700 local Domicile time in each Domicile in order that Crewmembers may verify receipt of their vacation bid by the Company.

9. The Company shall send electronically to each Crewmember each revision of the master vacation list as set forth in Section E.8. of this Article.
10. When the fourth vacation bidding phase is closed and awarded, all Final Master Vacation Lists shall be posted by November 30 on the Flight Department's website and sent electronically to each Crewmember displaying weeks taken and weeks not awarded. A copy of the appropriate Final Master Vacation List shall be mailed to each Crewmember at his address of record by November 30 of that year.
11. During the course of the calendar year the Final Master Vacation List may be adjusted for certain reasons, (including but not limited to trades between Crewmembers or a Crewmember's upgrade/transition/downgrade training). A current, up to date Final Master Vacation List, as adjusted, by equipment type, seat position and Domicile will be maintained by the System Chief Pilot. The most recent Final Master Vacation Lists, as adjusted, shall be available for review 24

hours a day via the Flight Department's website.

#### **SECTION F. VACATION TRADES**

1. Crewmembers in the same equipment type and seat position from the same Domicile may trade their vacation(s) periods. Signed trade forms must be submitted to Crew Scheduling no later than two weeks prior to the distribution of the bid package containing the earliest vacation period involved.

#### **SECTION G. OPEN VACATION PERIODS**

1. Vacation periods may become open during the year for various reasons, among which are the Company adding additional periods or periods becoming available due to a Crewmember changing seat position or equipment type or Domicile.
2. Crewmembers will be notified by the Company of the availability of all open vacation periods for the remainder of the year by including the information in each bid period package and by posting the information on the Flight Department's website. Bids and/or trades with crew scheduling for the open vacation periods will be submitted with the bid sheets
3. Open vacation periods will be awarded in seniority order among the bids/trades with crew scheduling received in that bid cycle.
4. To accommodate bidding and awarding vacations which become open as a result of a Crewmember selling back his vacation period(s), Crewmembers shall be allowed to notify crew scheduling on their Line Bid Sheet of their desire to trade a vacation from a subsequent Bid Period for a sold back week. A Crewmember who trades for a sold back week will not be allowed to subsequently sell back that week.
5. A Crewmember activated in a different equipment type, seat position or Domicile prior to taking his awarded vacation, shall be allowed to select vacation from vacation periods not awarded on the master vacation list in his new equipment type, seat position or Domicile. Within seven (7) calendar days after completion of ground school, the System Chief Pilot, who maintains the Final Master Vacation List in accordance with Section E.11. of this Article, or designee, shall present each Crewmember from the same ground school class a copy of the current Final Master Vacation List. Within seven (7) calendar days after receipt of the current Final Master Vacation List the Crewmember(s) will notify, in writing, Crew Scheduling of his preference for vacation periods. The System Chief Pilot shall

ensure the Final Master Vacation List contains a sufficient number of vacation periods to accommodate the number of vacation periods required by the Crewmembers of the ground school class. These vacation periods shall be tentatively awarded to the Crewmember, by seniority, and shall be finalized within ten (10) days following the completion of Initial Operating Experience (IOE) and meeting the requirements of FAR 121.434 by each individual Crewmember. A Crewmember failing to notify Crew Scheduling of his preference shall be assigned vacation within ten (10) calendar days following his completion of IOE and meeting the requirements of FAR 121.434 from any remaining vacation periods not awarded or tentatively awarded.

6. A Crewmember awarded vacation that conflicts with required transition, or upgrade training associated with an awarded assignment, must cancel that vacation and have it re-awarded as provided in Section G.5. of this Article.
7. Notwithstanding the provisions of Section G.5. above, Crewmembers who are surplused or who are involuntarily assigned to a different Domicile shall, by seniority keep their originally awarded vacation period(s), so long as those periods are open as listed on the Final Master Vacation List. In addition, a Crewmember may, within five (5) business days of being notified of the surplus or involuntary assignment to a different Domicile, identify one of his current vacation weeks as inviolate. This one inviolate week will be guaranteed in his new aircraft type, seat position and/or Domicile. Crewmembers who have been surplused or involuntarily assigned to a new Domicile who have vacation weeks they must rebid shall be given priority, by seniority when awarding open vacation weeks. If the originally awarded vacation period(s) occur during any training period associated with qualifying in a different equipment type or seat position as a result of being surplused or being involuntarily assigned to a different Domicile, the Crewmember shall select and be awarded vacation in accordance with the provisions of Section G.5. above.
8. A Crewmember who cancelled vacation due to required transition or upgrade training in accordance with Section G.6. above, and who subsequently fails to transition or upgrade, shall, if that vacation period(s) is still available, be reassigned his original vacation period(s) once he re-qualifies in his previous equipment type and seat position. If the vacation period(s) is no longer available the Crewmember will review

the current Final Master Vacation List. Within seven (7) calendar days of having his upgrade or transition training terminated, he will notify Crew Scheduling of his preference for vacation period(s). The Company shall ensure there are sufficient vacation periods available to accommodate this Crewmember. The Company shall tentatively award the vacation period(s) to the Crewmember, and shall finalize the award and notify the Crewmember in writing of the vacation he has been awarded, within seven (7) calendar days after the Crewmember requalifies in his previous equipment type and seat position.

9. In the event of an emergency situation which does not permit a Crewmember to take his vacation as scheduled, he may be requested by the Company to reschedule his vacation. Such requests must be approved by both the Crewmember and the Union.

#### **SECTION H.**

When a Crewmember is furloughed, is unable to maintain physical qualifications, retires, or otherwise leaves the employment of the Company, he shall be paid for accrued and unused earned vacation time. Such payment shall be allocated to the last day worked. The rate of pay for retiree vacation time shall be at the highest status held with the Company during the calendar year of retirement.

#### **SECTION I. STARTING AND ENDING VACATIONS**

1. Vacation period(s) will begin and end at twelve o'clock midnight local time Wednesday at the Crewmember's Domicile. A Crewmember shall not be assigned an emergency assignment to any Duty on the day before his vacation period listed in the bid package.
2. Procedures for sliding vacation days to coincide with work days will be handled in accordance with Article 13, Section C.3. of this Agreement.

#### **SECTION J. USE OF VACATION TO SUPPLEMENT DISABILITY OR ILLNESS**

At the Crewmember's option, he may choose to use part of his earned vacation, on a pro rata basis, to supplement his accident and sickness or long term disability benefits. The sum of his disability benefit plus vacation pay may not exceed his normal base pay for the period of his absence.



**SECTION K.**

In the event of a Crewmember's death, any accrued and unused earned vacation will be paid to his beneficiary or his estate.

# ARTICLE 11: FILLING OF VACANCIES

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## SECTION A. CREWMEMBER DESIGNATIONS

1. Crewmember Designations shall be based on equipment type (e.g. B-767, DC-9,), seat position (Captain, First Officer) and Domicile (e.g. Cincinnati, Miami).
2. Crewmember Designations are ranked by equipment type in the following priority:
  - a. B-767/B-757
  - b. DC-8/A-300
  - c. DC-9/B-727
3. All Captain seat positions are higher than all First Officer seat positions. Should the Company operate an equipment type that requires a Professional Flight Engineer/Second Officer, First Officer seat positions will be higher than those. The parties shall agree on the ranking of any additional aircraft type prior to the aircraft being placed into service during this Agreement.
4. Domiciles have no ranking.
5. A Crewmember's Designation can only change under the following circumstances:
  - a. A Crewmember may bid for and be awarded a vacancy in a different Crewmember Designation, which may be higher, lower or lateral (lateral meaning the same equipment type and seat position – different Domicile) than the Crewmember's current Crewmember Designation;
  - b. A Crewmember may be surplus from a Crewmember Designation and may bump a more junior Crewmember;
  - c. A Crewmember may proffer and be awarded a surplus which would have otherwise affected a junior Crewmember; or
  - d. A Crewmember may be assigned to an equipment type and seat position by the Company pursuant to Article 11, Section E., Insufficient Bids.

## SECTION B. MANPOWER REQUIREMENT

1. Vacancies in Captain, First Officer and Second Officer

categories will exist when either:

- a. the Company determines that there is a need for additional Crewmembers in any Crewmember Designation; or
- b. whenever the Company is required to proffer a vacancy in any Crewmember Designation in accordance with Article 13 Section D.2. of this Agreement.

### **SECTION C. ADVERTISING OF VACANCIES**

1. A vacancy proffer shall state the number of vacancies to be filled, the equipment type and seat position involved, the Domicile at which a vacancy or vacancies exist, the start date or report date for training, the anticipated training completion date, and the closing date of the vacancy proffer. A vacancy proffer may be canceled prior to its closing date.
2. A vacancy proffer shall be distributed as follows:
  - a. A vacancy proffer shall be distributed in the Company mail box to each eligible Crewmember at each Domicile.
  - b. A vacancy proffer shall be posted in the crew operations area of each Domicile no less than ten (10) days prior to the closing date.
  - c. The Company shall mail a vacancy proffer to each eligible Crewmember no less than fourteen (14) days prior to closing date of the vacancy proffer. The bulletin shall be mailed to the Crewmember's address of record or to any temporary address provided by the Crewmember.
  - d. Each vacancy proffer shall be posted on the Company's web site.
  - e. A vacancy proffer shall be mailed to any Crewmember on either short-term or long-term disability as long as that Crewmember is projected to return from short-term or long-term disability prior to, or on, the start date or report date for training as listed on the proffer. The vacancy proffer shall be mailed no less than fourteen (14) days prior to the closing date of the vacancy proffer to the Crewmember's address of record or to any temporary address provided by the Crewmember. A Crewmember shall be eligible to bid and shall be awarded a vacancy according to his seniority.
3. A Crewmember may submit a standing bid form to the System Chief Pilot or designee. The standing bid form shall contain the

Crewmember's equipment type/seat position/Domicile request(s) in his order of preference. The standing bid shall be maintained at all times by the System Chief Pilot and shall be available for review by any Crewmember, in any Domicile, from 0800 to 1700 local Domicile time Monday through Friday (except holidays), as well as during any time flight operations are in progress at that Domicile.

4. A Crewmember's standing bid may be changed at any time by submitting a subsequent written standing bid form, or by submitting an electronic notification (via the Company website, facsimile, or e-mail), to the System Chief Pilot or designee.
5. Any vacancy bid preference, or change in vacancy/standing bid preference, shall be submitted to the System Chief Pilot's office prior to 2200 hours UTC time on the closing date of the vacancy proffer bid. Crewmembers unable to submit their bid to the System Chief Pilot's office due to Company assignment or physical location, may respond by telegram, fax, or other means of electronic communication.
6. A Crewmember who does not submit a bid prior to the closing time or who fails to meet the qualifications of the proffer shall not be eligible to be awarded the proffer and shall not hold up Crewmembers junior to him.

#### **SECTION D. AWARDING OF VACANCIES**

1. Vacancy awards shall be based upon individual bids received for the current proffer and any standing bids that meet the qualifications for the current proffer as of the published closing date of the proffer.
2. Upon closing of a vacancy proffer, each vacancy listed on the proffer shall be awarded. Once awarded, the proffer shall not be cancelled but may be postponed by the Company.
  - a. Crewmembers awarded proffers shall be trained in the order of the start date or report date for training as listed in the proffer(s).
  - b. Upon request of the Company, and with consent of the Crewmember(s) and the Union, a Crewmember(s) may be bypassed and have Crewmember(s) in a later scheduled class starting date receive training first. No Crewmember may be bypassed more than once.
  - c. A Crewmember bypassed for Training shall receive the higher pay rate as soon as any Crewmember

originally awarded a proffer for a later scheduled class starting date completes Training.

3. The most senior Crewmember bidding on a vacancy, unless otherwise excepted by this Agreement, shall be awarded such vacancy. The filling of all vacancies shall be subject to the provisions of this Agreement.
4. A successful bidder on a vacancy, or a Crewmember who is bumped into a different equipment type, and/or seat position, or Domicile shall assume his new designation on the completion of all required training, if necessary. A Crewmember who, based on the dates provided in the vacancy proffer, is scheduled to complete all required training no later than the end of the current Bid Period, or who is otherwise scheduled to complete all required training no later than the end of the current Bid Period, shall be eligible to bid for the following Bid Period. If a Crewmember is not scheduled to complete all required training as set forth above, that Crewmember shall be assigned a reserve line of time for the remainder of the following Bid Period.
5. Professional Flight Engineers (PFE) shall have priority over all other flight deck Crewmembers for flight engineer positions on current and replacement equipment having a three-man cockpit.
6. In June and December each year the Company shall post in the crew operations area at each Domicile, and provide a copy to the Union, a forecast of the staffing requirements for each of the next six Bid Periods. The forecast shall be by equipment type, seat position, and Domicile for each of the six Bid Periods.

#### **SECTION E. INSUFFICIENT BIDS**

In the event there are insufficient bids for a posted vacancy from Crewmembers on the seniority list, the Company may fill such vacancy by assignment of Crewmembers in reverse order of seniority, within the current Domicile, as long as it is not a downgrade. In the event the posted vacancy is for the purpose of increasing the total number of Line Crewmembers, the Company shall recall furloughed Crewmembers in accordance with Article 7 and after the recall procedures of Article 7 have been completed, any remaining vacancies may be filled by hiring new Crewmembers.

## **SECTION F. SURPLUSING**

1. A Crewmember shall be considered surplus if any one of the following occurs:
  - a. The Company closes a Domicile. In this case, all Crewmembers at that Domicile shall be considered surplus.
  - b. The Company eliminates a specific equipment type at a Domicile. In this case all Crewmembers holding a seat position on that equipment type at that Domicile shall be considered surplus.
  - c. The Company reduces the number of positions (equipment type and/or seat position) at a Domicile. In this case, to the minimum extent necessary to accomplish the reduction, the least senior Crewmembers in the equipment type and/or seat position shall be considered surplus. Any Crewmember(s) who may be in Initial Training, Transition Training or Upgrade Training for the equipment type and/or seat position affected by this surplus shall be returned to his previous equipment type and/or seat position at his previous Domicile by seniority prior to any Crewmember in that same equipment type and/or seat position being surplus. If some or all of these Crewmembers in Initial Training, Transition Training or Upgrade Training cannot return to their previous equipment type and/or seat position, they shall be considered surplus.
  - d. A Crewmember who has been surplus under any provision of this Section may bump a more junior Crewmember in accordance with Section G. below. Should this occur, the more junior Crewmember may then also be considered surplus.
2. If the Company determines to surplus Crewmembers in any equipment type, seat position, and Domicile, the Company shall provide written notice to the Union and all Crewmembers in that equipment type, seat position, and Domicile. This written notice shall be provided by the Company as far in advance as possible, but in no event less than thirty (30) days in advance of the date that the surplus becomes effective. This written notice shall include the number of Crewmembers who are being surplus, the equipment type, seat position, Domicile, and the effective date of surplus. The written notice shall be posted in the crew operations area in every Domicile and shall be posted on the Company's website.

3. Once the Company posts a notice of planned surplus, Crewmembers in the same equipment type/seat position/Domicile shall be permitted to request a voluntary surplus. Crewmembers who are interested in volunteering for a surplus shall submit to the Company a written surplus volunteer sheet no later than fifteen (15) days prior to the effective date of the surplus. The Company shall accept volunteers for the surplus according to the seniority of those Crewmembers submitting a surplus volunteer sheet. If an insufficient number of volunteers submit a surplus volunteer sheet, the Company shall then surplus the remaining number of affected Crewmembers in reverse order of seniority.
4. A Crewmember surplus based upon the submission of a surplus volunteer sheet shall be able to bump into another equipment type, seat position, and/or Domicile based upon the junior Crewmember's seniority. For example, junior Crewmember "A" would otherwise be surplus; more senior Crewmember "B" in the same equipment type and seat position and at the same Domicile volunteers for the surplus; senior Crewmember "B" bumps into a new equipment type, seat position, and Domicile based on junior Crewmember "A's" seniority. Once senior Crewmember "B" is in the new equipment type, seat position, and Domicile, he shall be able to use his actual seniority for all purposes, for example bidding Lines of Time, bidding vacation, bidding Open Flying.

## **SECTION G. SURPLUS RIGHTS**

1. a. Except as provided elsewhere in this Agreement, any Crewmember surplus in accordance with Section F. above shall be permitted to use his seniority to bump any Crewmember in any equipment type and seat position at any Domicile who is junior to him, or fill any vacancy that may exist. The Crewmember who was surplus shall assume the equipment type, seat position, and Domicile afforded by his seniority. The Crewmember who is bumped by the original surplus Crewmember or by the Crewmember who is awarded the surplus based upon a surplus volunteer sheet shall then be considered surplus and shall have all the rights set forth in Section F. and Section G. of this Article. However no pilot shall be able to bump a Professional Flight Engineer (PFE).
- b. Any surplus Crewmember who cannot utilize his seniority to bump a less senior Crewmember or fill any

vacancy that may exist may be furloughed in accordance with Article 7.

2. Any Pilot surplused in accordance with Section F., above, shall be given the first right to return to his previous seat position for a period of one (1) year following the effective date of his surplus provided the return to the previous position does not constitute a downbid. A surplused Pilot's first right shall also include the following:
  - a. The first right for a subsequent proffer shall be Domicile specific.
  - b. The first right shall be valid even if the Pilot bids and is awarded a proffer for a different position during the one year period.
  - c. The first right shall apply to all seats for which the Pilot had qualified.
  - d. If conditions are such that the Pilot has been surplused more than once within the one (1) year period, he can have two separate seat protection clocks running simultaneously.
  - e. A Pilot with a first right shall have the sole discretion of whether to exercise that first right to any vacancy that the first right applies. The failure of a Pilot to exercise this right shall not cause such right to be forfeited. If a Pilot has more than one (1) first right of refusal, the decision by the Pilot to exercise or not to exercise such a right shall not affect any other first right of refusal the Pilot may have available to him.
  - f. A Pilot who is awarded a proffer for his previous seat position within one (1) year following the effective date of his surplus will have satisfied the requirements of this Section, regardless of whether the class start date is postponed or is otherwise outside the one (1) year period. Should the class be cancelled, the original seat protection clock shall apply.
  - g. A Pilot volunteering for a surplus does not have a first right of refusal.

#### **SECTION H. WITHDRAWAL OF BID**

1. A Crewmember awarded a vacancy proffer for an equipment type, seat position, or Domicile in accordance with this Article shall accept such bid. A Crewmember shall be entitled to withdraw from any awarded proffer until thirty (30) days prior to



the date on which the class, or change of Domicile, is planned to start. In the event the Crewmember would not have reasonably been aware of his having been awarded a vacancy thirty (30) days prior to the date on which the class or change of Domicile is planned to start, he shall be allowed to withdraw at any time prior to the start of Training or the report date.

2. Vacancies created by a withdrawal under this Section shall be filled by the next senior bidder at the time the original bid closed, regardless of whether that Crewmember holds a subsequent vacancy bid. No new vacancy bulletin needs to be posted.
3. Any time a Crewmember withdraws from a proffer, a notice indicating the revised award shall be posted in the crew operations area of each Domicile and on the Company's scheduling web site.

#### **SECTION I. PROBATIONARY FREEZE**

This section intentionally deleted.

#### **SECTION J. UPGRADE/TRANSITION PASSOVER**

At the Company's option, a Crewmember within twenty-four (24) months of the FAA required retirement age may be passed over for upgrade/transition. That Crewmember shall be compensated at the appropriate seniority level of the equipment type and seat position that he would have been upgraded/transitioned to upon completion of IOE by the first Crewmember junior to his seniority position in that equipment type and seat position on that vacancy proffer. Should a Crewmember withdraw his bid for a particular equipment type and seat position at any time during the last twenty-four (24) months prior to the FAA required retirement age, he shall not be permitted to bid again for that equipment type and seat position.

#### **SECTION K. PILOT DOWN BID AT MANDATED RETIREMENT DATE**

1. A pilot who desires to down bid to a Second Officer position, prior to reaching his FAA mandated retirement age, shall provide written notice of his intent to the System Chief Pilot at least one (1) year prior to reaching his FAA mandated retirement age.
2. Pilots shall not be awarded, a Second Officer class position prior to twelve (12) months before reaching their FAA mandated retirement age. Positions shall be awarded in accordance with Article 4 of this agreement. If a pilot has not

been awarded a Second Officer position in accordance with Article 4 of this Agreement and started class prior to reaching his FAA mandated retirement age, he must retire in accordance with the current Company policies.

3. Prior to bidding a Second Officer position, the pilot must first provide the Company with evidence that he has satisfactorily passed the written portion of the FAA Flight Engineer Turbojet Exam.
4. Pilots who down bid under this policy shall be paid the appropriate Second Officer rate upon completion of IOE or upon reaching their FAA mandated retirement age, whichever comes first.
5. Pilots down bidding to Second Officer shall carry with them all vacation (accrued and earned) and all sick days. Pay shall be based on their longevity (i.e. original date of hire) as a Crewmember using the most current Second Officer's pay scale.

#### **SECTION L. PROFESSIONAL FLIGHT ENGINEER (PFE) UPGRADE**

1. PFEs who have the following qualifications and who wish to upgrade to First Officer, shall be entitled to bid and shall be awarded the First Officer vacancy of their choice in accordance with this Article:
  - a. 500 flight hours in fixed wing aircraft, 250 of which are in a multi-engine aircraft
  - b. Commercial Instrument and Multi-Engine Rating
  - c. Company required FAA Class physical in accordance with Article 16.

#### **SECTION M. SECOND OFFICERS**

This section intentionally deleted.



# ARTICLE 12: TRAINING

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## SECTION A. CLASSIFICATION

The provisions of this Article shall apply to all training in which crewmembers are required to participate. This shall include, but is not limited to, Initial Training, Upgrade Training, Transition Training, Recurrent Training, Proficiency Checks (PC), Proficiency Training (PT), Re-qualification Training, Crew Resource Management (CRM), Ground Training, Fixed Base Simulator (FBS), Cockpit Procedures Trainer (CPT), Computer Based Training (CBT), Full Flight Simulator (FFS), Line Oriented Flight Training (LOFT), and all training associated with the differences of an aircraft. It does not apply to training requested by the Crewmember on a voluntary basis.

## SECTION B. TRAINING LOCATIONS

1. The training of ABX Air Crewmembers shall be limited to the following locations/contractors:
  - a. Wilmington, Ohio: ABX Air, Inc.
  - b. Pittsburgh, Pennsylvania: US Airways
  - c. Minneapolis, Minnesota: Northwest Aerospace Training Corporation
  - d. Denver, Colorado: United Airlines
  - e. Cincinnati, Ohio: Flight Safety
  - f. Miami, Florida: Aero Services, Inc. and Alteon/Boeing Training
  - g. Atlanta, Georgia: Delta Airlines
  - h. Dallas-Fort Worth, Texas: American Airlines
  - i. Seattle, Washington: Alteon/Boeing Training
  - j. Louisville, Kentucky: UPS Airlines
2. Prior to using any other facility listed in Section 12.B. of this Article, the Company shall provide 30 days notice to the Union Training Committee to solicit recommendations regarding the use of such facilities.
3. If the Company uses a training location/contractor that is not at the Crewmember's Domicile, the Company shall provide, at no charge to the Crewmember, ground and air transportation, and suitable lodging. The Company shall also provide daily per

diem at the contractual rate in accordance with the provisions of Article 20.

4. A training location/contractor that uses a B-757 simulator/fixed base simulator for Crewmember training shall be limited to using that simulator for FBS training only.

### **SECTION C. NOTICE OF TRAINING**

All training assignments shall be made by the Company in accordance with the following:

1. All Crewmembers shall be notified as far in advance as possible but in no event less than five (5) business days prior to being scheduled to receive any training scheduled to encompass more than five (5) days.
2. A Crewmember shall be given written notice of the date, time, expected duration and location of all known scheduled ground school training (including International Ground School), proficiency training and/or proficiency checks with the bid packages.
3. All Crewmembers with an early, base, or grace recurrent training requirement will be identified in the bid package starting with the month prior to his early month.
4. By October 1 of each year the Company shall provide each Crewmember with a notice of the proposed month of the Crewmember's required training and checks for the upcoming year.
5. If the Company elects to change the Crewmember's base month, the Crewmember shall be notified in writing as soon as the decision to change the base month is made. If the base month is to be moved to a month prior to the originally scheduled base month, the Crewmember shall be notified in writing of this change not less than 60 days prior to the new base month. A change in a Crewmember's base period will be put into writing with a copy to the Crewmember for his records.
6. If there is more than one (1) month available to use as the new base month and there is more than one (1) Crewmember affected, seniority shall control the selection of the new base month. If only one (1) Crewmember is affected, Crewmember preference shall control the selection of the new base month.
7. International Ground School classes shall be posted in the bid packages. International Ground School training that occurs on a Day(s) Off shall comply with all the requirements and procedures contained in Article 13, Section D.9. of this

Agreement. A Crewmember awarded or assigned an International Flight for which he is not qualified may be emergency assigned to attend Initial International Ground School. All such day(s) emergency assigned shall comply with the limits and provisions of Article 13.M.

#### **SECTION D. TRAINING ASSIGNMENTS**

1. In all circumstances, a Crewmember scheduled for an upgrade or transition training course shall bid a Line of Time consistent with his seniority during the Bid Period in which the training is to occur. Once Training commences, the Crewmember's remaining affected assignments shall be covered in accordance with the applicable provisions of Article 13. Should the Crewmember's Training be delayed or cancelled, the Crewmember shall continue to perform the duties on his awarded Line of Time and shall continue to bid lines of time consistent with his seniority until the Training commences.
2. A Crewmember shall not fly revenue flights while in transition, upgrade, or ground training status provided, however, that such a Crewmember may fly revenue flights for the purpose of line qualifications.
3. A Crewmember shall be allowed to withdraw from an Upgrade or Transition Training Program after the commencement of the training due to a personal hardship (e.g. death in the family, serious illness in the family, house fire). Withdrawing from training for reasons other than a personal hardship must be approved by the Senior Vice President of Flight Operations. The Crewmember may be returned to his previous assignment or placed into a subsequent class to complete training as deemed appropriate by the Senior Vice President of Flight Operations after consultation with the Training Review Board. The Crewmember will not receive a record of a training failure in these circumstances.

#### **SECTION E. TRAINING DAY MAXIMUMS**

A Crewmember assigned to training shall not be scheduled for training duty in excess of the following limitations:

1. Ground school training shall not be scheduled in excess of eight (8) hours, exclusive of a one (1) hour meal break, in any calendar day.
2. Aircraft/simulator training shall not be scheduled in excess of four (4) hours of actual aircraft block time and/or simulator time, exclusive of one (1) thirty (30) minute break in any one

calendar day except by agreement between the Company and the trainee. Such training time may be extended up to one (1) additional hour.

3. A newly-hired Crewmember trainee also shall be subject to the training day maximums in this Section notwithstanding other provisions of this Agreement.

#### **SECTION F. TRAINING RESTRICTIONS**

1. Ground school training periods shall not be scheduled or conducted between the hours of 2400 and 0700 local time.
2. Notwithstanding paragraph 1 of this Section, the Company may conduct training (e.g., differences, TCAS, Loran/GPS) on a limited basis during a sort turn. The duration of any such training course shall be no more than two (2) hours in its entirety. The training shall be completed a minimum of forty-five (45) minutes prior to sign-in for the Crewmember's next flight assignment.
3. Any training course intended for a sort turn shall be submitted to the Joint Training Committee (JTC) for its review and recommendations prior to its initiation. At no time shall a Crewmember be displaced from his flight assignment and reassigned, without his consent, to accommodate sort turn training.
4. Training during a sort turn will be compensated in accordance with Article 19 of this Agreement. The Joint Training Committee will review and make recommendations regarding the pay hour credit for each sort training course.
5. The Company may select certain Ground School Training courses for home study. Such courses shall be submitted to the Joint Training Committee for review and recommendations, including any recommendation on the pay hour credit for that course, prior to implementation. All home study courses will be compensated in accordance with Article 19 of this Agreement.
6. The Company may select certain Ground School Training courses to be developed as part of a Computer Based Training (CBT) syllabus. Such courses shall be submitted to the Joint Training Committee for review and recommendations, including any recommendation on the pay hour credit for that course, prior to implementation. All CBT courses shall be compensated in accordance with Article 19 of this Agreement.
7. Crewmembers shall not be required to sign in, brief, or conduct simulator training between the hours of 2400 and 0600 local

time anytime a training location other than Wilmington, Ohio or a contractor other than ABX Air, Inc., is used.

8. Crewmembers shall not be required to sign in, brief, or conduct simulator training between the hours of 2400 and 0600 local time anytime the Company permits, under any circumstances, any other entity or organization to use its simulator facilities at any of its Domiciles.

#### **SECTION G. MINIMUM REST PERIODS BETWEEN ASSIGNMENTS**

1. The minimum rest period between the time a Crewmember is released from duty and begins a training assignment (including briefing), including Proficiency Checks and/or Proficiency Training, shall be ten (10) hours free of all duty.
2. The minimum rest period between any two (2) training periods shall be ten (10) hours free of all duty.
3. Upon completion of any proficiency check or LOFT, a Crewmember may, at his option, receive ten (10) hours free from all duty. A Crewmember must elect this option within five (5) days after the award of bids for the Bid Period in which the proficiency check or LOFT is scheduled. If for any reason, other than illness, there is a Crewmember initiated cancellation of a duty assignment which appeared on the original bid immediately following a proficiency check or LOFT, the Company may assign a Flex Day(s) on the Work Day(s) that were covered by the cancelled Trip.
4.
  - a. A Crewmember may be required to travel to training. Deadhead travel for the purpose of attending training, both domestically and internationally, shall comply with the requirements and procedures of Article 13, Section F. and Article 18, Section E of this Agreement.
  - b. If traveling domestically, a Crewmember shall be given a minimum of ten (10) hours free from all duty, or the minimum rest time required by FARs, whichever is greater, prior to commencing any briefing or training.
  - c. If traveling internationally, a Crewmember shall be given a minimum of twelve (12) hours free from all duty, or the minimum rest time required by FARs, whichever is greater, prior to commencing any briefing or training. The times in this paragraph shall be increased by one hour for each time zone in excess of five (5) time zone boundaries between original departure city and the training location, not to exceed a total of eighteen (18) hours free from all duty.



- d. A Crewmember returning to a Domicile located within the contiguous forty-eight (48) United States following training shall be given a minimum of ten (10) hours free from all duty prior to his next scheduled Duty Period.
- e. A Crewmember returning to a Domicile located outside the contiguous forty-eight (48) United States following training shall be given a minimum of twelve (12) hours free from all duty prior to his next scheduled Duty Period. The times in this paragraph shall be increased by one hour for each time zone in excess of five (5) time zone boundaries between original departure city and the training location, not to exceed a total of eighteen (18) hours free from all duty.
- f. The Company may use commercial ground transportation to transport Crewmembers to/from required training only to a training site located within two (2) hours ground driving time of the Crewmember's Domicile. In this instance, the Crewmember will be compensated for the ground travel time in accordance with Article 19.

#### **SECTION H. REQUIRED TIME OFF DURING TRAINING**

- 1. A Crewmember assigned to a training program, not including recurrent training, which is scheduled to encompass more than five (5) days including transportation to and from such training shall be scheduled for at least three (3) consecutive twenty-four (24) hour periods free of all Company duty at his Domicile, immediately preceding the start date of such training. Such Crewmember shall be provided with a schedule of the intended training assignments. A written copy of the tentative schedule will also be provided not less than five (5) days prior to the beginning of such training.
- 2. Initial, upgrade, and transition classroom training schedules shall provide for two (2) calendar days off during any seven (7) day period. During CPT and Simulator Training (FBS and/or FFS), in a Company owned and operated simulator, no more than three (3) consecutive days shall be worked. During CPT and Simulator Training, in a simulator not owned and operated by the Company, training schedules shall provide for two (2) consecutive twenty-four (24) hour periods off during each seven (7) day period. Once IOE has been initiated, the Crewmember will be scheduled in accordance with Article 13 of this Agreement and paid in accordance with Article 19 of this Agreement
- 3. Once IOE has been completed, one day free of all duty with

the Company will be awarded for each four (4) day period, or portion thereof, remaining in that Bid Period if the Crewmember requires consolidation time in accordance with FAR 121.434. If the Crewmember does not require consolidation time under FAR 121.434 he shall receive one (1) day off for each three (3) days remaining, or portion thereof, in that Bid Period. However, in no event shall a Crewmember who completes IOE be scheduled or assigned more than either seventeen (17) for that Bid Period, inclusive of any days in Training or receiving IOE. Also, if a Crewmember has not received a block of five (5) days off between the end of ground school and completion of IOE, he shall receive a block of five (5) days free of all duty with the Company immediately upon completion of IOE. This block of time off may run concurrently with the days off guaranteed earlier in this paragraph.

4. A Crewmember shall receive a minimum of two (2) consecutive twenty-four (24) hour periods free from all duty between the completion of simulator training and the beginning of IOE.
5. A Crewmember shall not be assigned to, or required to conduct, any training, or required to travel to or from training, Christmas eve, Christmas day, the day after Christmas, New Year's eve, New Year's day, or the day after New Year's day.

#### **SECTION I. JOINT TRAINING COMMITTEE (JTC)**

1. The Company shall establish such training policies as are necessary to ensure compliance with this Agreement and to accomplish the necessary training requirements of the Company. A Joint Training Committee composed of not more than four (4) representatives of the Company and not more than four (4) representatives of the Union Training Committee shall be established. The JTC shall meet quarterly with the Senior Vice President of Flight Operations, or his designee, or at any other time the parties mutually agree. It is the intent of the parties to this Agreement that this JTC shall provide input for certain course and pay credit hours for those courses, as provided for in this Article, provide the Crewmembers with the opportunity to make recommendations to the Company on training policies or changes, training manuals or changes, training programs or changes, or any other matters affecting Crewmembers' training.
2. In addition to the duties outlined above, the JTC shall meet during the first quarter of each year to review the conduct and effectiveness of all training programs during the previous year.

On or before March 30 of each year the JTC shall present to the Senior Vice President of Flight Operations a written report of the factual analysis to include any suggestions the JTC may have for changes to training programs as a result of the analysis. The Senior Vice President of Flight Operations shall respond in writing to the recommendations of the JTC by May 1.

3. Proposed changes to any manual on which a Crewmember may be tested or evaluated and/or the ABX Air, Inc. Flight Department Training Manual shall only be made after requesting and considering input from the Check Airmen/Instructor Pilots assigned to the affected equipment type and the JTC, whose recommendations will not be unreasonably rejected.
4. Company agrees to continue working with the JTC to develop a "checking the checker" program to be placed in the training manual.

#### **SECTION J. CREWMEMBER PROFICIENCY**

1. All required training as defined in Section A of this Article shall be administered reasonably and uniformly to all Crewmembers in accordance with the requirements for that position on that equipment. Maneuvers included as part of a normal checkride syllabus shall be accomplished in training prior to being given as part of a check.
  - a. The Company and the Union agree that interrupted training may have an adverse affect on the outcome of training. Interrupted training shall be defined as any simulator session that has:
    1. one interruption of one hour or more, or
    2. three or more interruptions of any length.
  - b. If either the instructor or trainee feels that the interrupted simulator training session had a negative impact on the outcome of a particular training session, the entire session, or one or more portions of the session, as determined by the instructor, shall be repeated.
  - c. A Crewmember who has started simulator training and whose training is interrupted for seven (7) consecutive days or more shall, at his request, be given one (1) simulator warm-up session prior to resuming his simulator training syllabus.

- d. A simulator training or warm-up session is defined as the block of time assigned for the purpose of training one (1) trainee.
    - e. A simulator training session given as a result of interrupted training shall be documented in the student's training record.
2. A Crewmember who fails to demonstrate the required degree of proficiency during training as defined in Section A of this Article shall:
  - a. Be given additional training, as determined necessary by the Training Review Board, in an effort to reach the required level of proficiency, and
  - b. Be given a recheck or rechecks in the area(s) in which he failed to demonstrate acceptable proficiency.
3. If, after receipt of such additional training as set forth in Section J.2. of this Article, the Crewmember still does not demonstrate the required degree of proficiency, his case shall be reviewed by the TRB, which shall provide an appropriate recommendation.
4. If the result of any required check is unsatisfactory, or the result of any required LOFT is not completed, the Company shall notify the Chairman of the Union Training Committee (UTC) or his designee. Additionally, the Company shall notify and convene the Training Review Board as appropriate per this Article. However, if in the opinion of the instructor only one additional simulator session is required to complete the appropriate training, this may be done without convening a TRB. The UTC Chairman or designee shall be informed of the results of every training event the Crewmember receives that is in a TRB's agreed-upon re-qualifying syllabus within twelve (12) hours of the training event's completion.
5. If a question of a Crewmember's qualifications or proficiency arises during a proficiency check or recheck as provided for in paragraph 2 of this Section, the Crewmember (or Union on his behalf) may request that the ultimate decision as to his qualifications or proficiency be based on one additional proficiency check. This check shall be conducted as a full proficiency check in the simulator to include an oral examination only if required. If requested by the Crewmember, a Union Crewmember representative selected from the Crewmember Seniority List shall be present as an observer. FAA observation will be requested for the proficiency check.

6. Any decision which affects a Crewmember's status or promotional rights by virtue of proficiency checks or upgrade training shall be subject to the grievance and arbitration procedure set forth in Articles 5 and 6 of this Agreement, except as limited by Article 4 of this Agreement.
7. If requested by a Crewmember, a Union Crewmember representative, selected from the Crewmember Seniority List, may be present as an observer during any training as defined in Section A of this Article.

#### **SECTION K. CHECK/INSTRUCTOR AIRMEN**

1. All Check/Instructor Airmen shall be selected by the Company from Crewmembers on the Crewmember Seniority List pursuant to the requirements of this Section.
2. A minimum of fifty percent (50%) of the training responsibilities, including proficiency checks in both aircraft and simulator, line checks, observed landings, initial operating experience and flight/simulator training, shall be conducted by Union Check Airmen. The fifty percent (50%) shall be based on the total hours in all categories and does not require a minimum of fifty percent (50%) in each category, nor does it allow for the total elimination of either Union or Management Check Airmen from participating in any one category.
3. All Check/Instructor Airmen shall be qualified in accordance with appropriate FAA Publications and the ABX Air, Inc. Training Manual.
4. In addition to the requirements set forth in Section K.3. of this Article, the following requirements shall also apply to Check/Instructor Airmen:
  - a. All pilot check airmen shall have a minimum of three hundred (300) hours line experience with ABX Air, Inc. as a PIC in that type aircraft to be qualified to administer any proficiency check, LOFT, or line check.
  - b. A PFE/Second Officer check engineer shall have a minimum of three hundred (300) hours line experience with ABX Air, Inc. as a PFE/Second Officer to be qualified to administer any proficiency check, LOFT, or line check.
  - c. The provisions of Sections K.4.a. and b. of this Article do not apply for a one (1) year period following the date the first aircraft of that type makes its first revenue flight for ABX Air Inc.
5. The Company shall post vacancies for Check/Instructor

Airman positions on the Flight Department Bulletin Boards in each Domicile and on the Flight Department's website.

6. The Company shall provide the Professional Standards Committee and the Chairman of the Union Training Committee with a complete list of all Crewmembers who have indicated a desire to be a candidate for Check/Instructor Airman for the purpose of seeking their input on the candidate(s) prior to making final selection(s). The Professional Standards Committee and the Chairman of the UTC shall be given the list of candidates a minimum of fourteen (14) days prior to the announcement of final selections. Selections shall be made on the basis of the candidate's qualifications, experience, and performance as a Crewmember and employee of the Company as well as his ability to promote a positive working relationship and environment in the cockpit.
7. Union Check Airmen/Instructor Pilots shall be compensated in accordance with Article 19, of this Agreement for each hour of work assigned while fulfilling the role as a Check Airman/Instructor Pilot. All days and hours flown in an aircraft shall be cumulative towards a crewmember's guarantee.
8. Any procedure regarding assignments of available Union Check Airman work shall be determined by mutual agreement between the Company and the Union Check Airmen.
9. If recurring difficulties with a Check/Instructor Airman are identified by the Chairman of the UTC, there shall be a meeting between the Senior Vice President of Flight Operations, the President of the Union, the head of ABX Flight Standards, and the Chairman of the UTC, or their designees. The purpose of the meeting shall be to identify the nature of the recurring difficulties and to determine corrective action.

#### **SECTION L. PROFESSIONAL FLIGHT ENGINEER/SECOND OFFICER UPGRADE**

1. The Company will provide each PFE/Second Officer who is awarded an upgrade/transition class the following:
  - a. Two (2) simulator familiarization training sessions. Each session shall be two (2) hours in duration. It is preferable that the training be given in the simulator for the type of aircraft for which the crewmember is in training. Such training may, if necessary to prevent a delay in training, be given in any available Company owned simulator.

- b. An additional two (2) hour simulator familiarization session for any PFE/Second Officer who has over twenty-four (24) months in that position.
2. The training sessions shall be structured to allow the PFE/Second Officer to be re-familiarized with basic flying skills, instrument procedures and instrument scan patterns. This training shall not include abnormal and emergency procedures or checklist procedures not directly related to accomplishing the above.
3. This training shall be conducted after the completion of ground school, prior to the beginning of aircraft type simulator phase training, as specified in the training syllabus.

### **SECTION M. TRAINING RECORDS**

1. A Crewmember shall be given, at his request, a copy of a training report/evaluation when it is completed by an Instructor or check airman following a training session, proficiency check, or a line check.
2. A Crewmember shall be allowed to provide a written objection to any document placed in his training record. This written objection shall become a part of the permanent file.
3. Pilot Records Improvement Act (PRIA) requests shall be complied with as required by the act.
4. Training records shall not be used in any disciplinary proceedings against a Crewmember except in discipline cases involving an allegation of lack of proficiency, accident or incident.
5. Other than a LOFT training session, the Company shall not audio and/or video tape any Training session, except as required by applicable law or regulation or as specifically authorized in writing by the Union. An audio and/or video tape made during LOFT Training session shall be erased at the conclusion of the LOFT Training session, with the crew and instructor present during the erasure. Unless otherwise required by law, the use of any audio and/or video tape or any Training session required by law shall be erased upon completion of the Training session.
6. Electronic measuring and pictorial records used during any Training or evaluation shall not be used in any disciplinary action against any Crewmember, nor be introduced in any arbitration hearing, administrative hearing, or court of law, except in cases of proficiency. In no case will audio or visual

mediums, if used during training or an evaluation event, be used in any disciplinary action against any Crewmember, nor be introduced in any arbitration hearing, administrative hearing, or court of law.

7. A Crewmember who leaves the employment of the Company for any reason shall, if requested, be mailed, at Company expense via certified mail, return receipt requested, within ten (10) days of leaving the employment of the Company, a complete copy of his training records.

## **SECTION N. GENERAL**

1. All required training as defined in Section A. of this Article shall be accomplished in accordance with the appropriate S.O.M., Aircraft Operating Manual and the Flight Department Training Manual and this Agreement. The training shall be administered reasonably and uniformly to all Crewmembers in accordance with the requirements for that position on that equipment.
2. The Company Minimum Standard shall be those set forth as FAA minimum standards as published in appropriate FAA publications.
3. Access to simulators shall be granted only to required personnel, to include Management observation of a Simulator Instructor/Check Airman, during training as defined in Section A of this Article, except as permitted by Section J.5. and J.7. of this Article.
4. Support during any simulator familiarization training/check as defined in Section A of this Article shall only be conducted by Crewmembers on the Crewmember Seniority list. A Crewmember performing unsatisfactorily while occupying a seat in support of another Crewmember's training shall, if there is a sufficient amount of time to do so, receive additional training as necessary to demonstrate proficiency. If there is not a sufficient amount of time during the simulator training session for which the Crewmember is providing support to receive the necessary training to demonstrate proficiency, the Crewmember shall be removed from service in order to receive additional training as necessary to demonstrate proficiency.
5. Current and qualified Crewmembers may, at their option and at no charge, elect to receive additional simulator training in their assigned seat position and on their assigned aircraft. This additional training shall be scheduled on a space available basis and with the agreement between the Crewmember and the Company on the primary B-767 training simulator used by



ABX Air, Inc. This training shall not interfere with the Crewmember's regular/reserve schedule of Trips/assignments and training for that month. No pay shall result from the accomplishment of this additional training. There are no limitations on the amount of additional simulator periods that each Crewmember may schedule. Each period shall be supervised by a qualified simulator instructor/check airman and shall consist of profiles constructed to provide maximum training on those items specifically requested by the trainee. If a Crewmember completes the additional training session(s) with no deficiency, his training record will not be documented to reflect any deficiency during optional training.

6. A Crewmember who returns to work following any illness, injury, or pregnancy shall receive training as provided for by the Flight Department Training Manual.
7. Upon request, a Crewmember shall have reviewed, and granted if determined necessary by the System Chief Pilot, a request for a change of training device instructor, simulator instructor, flight instructor or check airman. A Crewmember may request only one instructor/Check Airman change per phase.
8. A Crewmember whose proficiency check or training session(s) following a failed proficiency check, has been evaluated as unsatisfactory, shall be permitted to request a check airman/instructor change. Such request shall not be denied and, for each training event (i.e., Initial, Transition, Upgrade, Differences and Recurrent), only one (1) such request shall be allowed for each unsatisfactory evaluation in each training event.
9. The Company shall make accessible in the Flight Operations area in each Domicile the following either in hard copies or available on a web site or other electronic form:
  - a. Aeronautical Information Manual (AIM)
  - b. Flight Department Training Manual
  - c. Jeppesen Route Airway Manual
  - d. ABX Air, Inc. Flight Operations Manual
  - e. Standard Operating Methods for each equipment type
  - f. All current crew letters
  - g. FAR Part 121 and other FARs pertinent to ABX Air, Inc. Flight Operations
  - h. International Operations Manual

10. The Company agrees to follow FAA Advisory Circular 120-35C regarding video and audio taping of simulator training.
11. ABX will solicit JTC input on new equipment and new requirements.
12. Following notification of being awarded a proffer of a training class, or upon notification of being surplus, a Crewmember upon request shall be issued the aircraft operating manuals at any time within sixty (60) days of the scheduled start of his class. Once the manuals are issued to the Crewmember, it is the Crewmember's responsibility to keep the manuals current thereafter.
13. A Crewmember shall not be required to pay for the use of any Company equipment used in training.

## **SECTION O. TRAINING REVIEW BOARD (TRB)**

1. Policy and Procedures
  - a. The Training Review Board (TRB) is established for the following purposes:
    - 1) reviewing and evaluating a Crewmember's progress in training.
    - 2) to determine the training necessary if a Crewmember fails to demonstrate the required level of progress in training.
  - b. Training for a Crewmember shall not be terminated prior to a review and decision of the Crewmember's case by the TRB.
  - c. If a Crewmember is terminated after the Company follows the recommendations of the Training Review Board, the resulting termination will constitute a termination for just cause. A termination under any other circumstances will be subject to the normal standard of review. Each member of the TRB shall be free to discharge his duty in an independent and un-coerced manner, without fear that his individual relations with the Company, with any Crewmember, or with the Union shall be affected in any manner by any action taken by him in his capacity as a member of the TRB.
  - d. Except when the grievance and/or arbitration procedures of Article 5 and Article 6 of this Agreement are invoked, confidentiality of all matters before the TRB shall be strictly maintained.

## 2. Composition

- a. The TRB is composed of four members: The Senior Director of Flight Operations, the Director of Flight Training and Standards or their designees; the Union Training Committee Chairman/Vice Chairman, or their designee if neither is available, and a Union check airman who is fully qualified on the aircraft for which the training is being reviewed. The Union check airman sitting on the Board shall be selected by the Union.
- b. Designees used by either the Company or the Union must be fully briefed and aware of the details of the case prior to meeting.
- c. Other Check Airmen or others deemed relevant to the proceedings of the Board will be required to attend at the request of any TRB member.

## 3. Convening of the Board

- a. The TRB shall convene for the following reasons:
  - 1) A Crewmember fails to successfully complete any phase of Initial, Transition, or Upgrade training to include ground training, FBS, simulator, aircraft training, IOE; or fails to pass the subsequent required checks for these phases.
  - 2) A Crewmember is not recommended for a check, is given additional training, and then fails to be recommended for a check after receipt of the training.
  - 3) After failing to pass an initial check, a Crewmember is given additional training, and then is not recommended for a recheck.
  - 4) A Crewmember voluntarily drops out of Initial, Transition, or Upgrade training for any reason other than that contained in Section D.3. of this Article.
  - 5) A Crewmember fails a proficiency check that will require a full recheck after additional training has been completed.
  - 6) A Crewmember fails a recheck.
  - 7) A Crewmember who has been involuntarily assigned to a new seat position and fails to successfully complete the training syllabus.
  - 8) Whenever the UTC Chairman or the Director of Flight Standards requests a formal meeting between the

Union and the Company regarding the progress of a Crewmember in training.

- 9) Whenever a written and signed complaint concerning the conduct of a Check/Instructor Airman by a Crewmember in training is received by the Union or the Company.
- 11) Whenever a Crewmember is returning to duty following an absence from active flight duty as set forth in Section N.6. of this Article.
- 12) Whenever the Senior Vice President of Flight Operations or the Chairman of the UTC deems a case appropriate.

- b. Upon the occurrence of one of the items listed in Section O.3.a. of this Article, the TRB shall conduct a meeting telephonically within three (3) business days unless a face-to-face meeting is requested by the Company or the Union. If the Company makes the request for a face-to-face meeting, the required Union members of the TRB and all other Union members required to attend at the request of any TRB member shall be displaced, if necessary, at no cost to the Union. The displaced Crewmembers shall be paid for any Trip from which he was displaced as if he had performed the Trip. These Union displacements shall not count towards any limit on the number of Union displacements established in Article 8.

#### 4. Responsibilities of the TRB

- a. Within one (1) day of an occurrence of one of the items in Section O.3.a. of this Article, the appropriate Flight Standards Manager shall contact the Chairman of the UTC or his designee. The Chairman of the UTC, or his designee, will immediately interview the Crewmember to obtain the necessary information of the training concern and get an assessment of the situation from the Crewmember's perspective.
- b. Within two (2) days of an occurrence of one of the items in Section O.3.a. of this Article the appropriate Flight Standards Manager will brief the Director of Flight Standards.
- c. Prior to convening any meeting of the TRB, all members of the TRB shall review the Crewmember's training record

and speak with at least one of the student's instructors to ascertain the Crewmember's training history.

5. Options and Decisions of the TRB

- a. Options of the TRB include anything the TRB deems appropriate. Options may include, but are not limited to the following:
  - 1) Recommend the extension of training if the majority of the TRB decides that progress is being made and that there is a reasonable expectation that the outcome of the training will ultimately be successful.
  - 2) Recommend that a Crewmember who experiences a failure while upgrading to Captain in a different equipment type be given the option of being assigned to the First Officer seat position in that equipment type in lieu of being returned to his previous assignment. If this option is accepted by both the Crewmember and the Senior Vice President of Flight Operations, qualification in the First Officer seat position shall be considered the same as requalification in his previous assignment.
  - 3) Recommend the termination of training if a Crewmember is unsuccessful in Initial, Transition, or Upgrade training. If this recommendation is followed, the Crewmember will receive appropriate requalification training and will be returned to his previous assignment for a period of not less than six months from the completion date of the requalification.
  - 4) Submit a written report to the Senior Director of Flight Operations if the TRB is unable by a majority vote to make any recommendation.
- b. All recommendations of the TRB shall be made in writing within one (1) business day of the date the TRB concludes its session. The TRB shall make its recommendations to the Senior Vice President of Flight Operations.
- c. The ultimate responsibility for all decisions remains with the Senior Vice President of Flight Operations. The Senior Vice President of Flight Operations shall, upon receipt of the TRB's recommendation or report, be responsible for the expeditious implementation of either those recommendations, or whatever action he deems appropriate. However, if the Senior Vice President of Flight Operations does not agree with the TRB's

recommendation to continue training, and the upgrade or transition candidate is returned to his previous equipment type and seat position it shall be considered an involuntary withdrawal and shall not reflect a training failure.

- d. In no case shall the training of any new hire employee or Crewmember be terminated prior to a review of the case by the TRB.

#### **SECTION P. ANNUAL TRAINING CYCLE**

1. The Company's shall provide the necessary training of Crewmembers, in accordance with the appropriate FAA publications, to allow individuals to achieve and maintain the FAA required standards.
2. The annual training cycle consists of two (2) separate training events each calendar year. One (1) training event shall consist of CRM and Line Oriented Flight Training (LOFT) and the second training event shall consist of recurrent Ground School Training, proficiency training, and a proficiency check. The intent of the LOFT program is to create a jeopardy-free training environment for Crewmembers. The Company agrees to maintain the LOFT program in effect as of July 31, 2001, during the life of this Agreement. The Company shall not amend, alter, or change the LOFT program without the specific written agreement of the UTC.
3. The continuation of the LOFT program will not preclude the Company from pursuing SVE/AQP in the future so long as the Company obtains the written approval of the UTC, or should the FAA mandate its adoption.



# ARTICLE 13: SCHEDULING

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## SECTION A. SCHEDULING COMMITTEE

1. The Union shall elect or appoint a Scheduling Committee. Committee members shall be selected from the current Crewmember Seniority List and shall be selected solely at the discretion of the Union. The Company will be advised of committee membership and of any changes thereof.
2. No mutual agreements between the Scheduling Committee and the Company, reached by accord or otherwise, shall supersede or negate any provisions of this agreement.
3. The Union Scheduling Committee shall meet with the Company on at least a monthly basis prior to final construction of the following month's schedule to discuss crewmember recommendations as to pairings, sequencing and grouping of trips for the ensuing monthly schedules. The Company will also review with the Union Scheduling Committee at least monthly, the staffing requirements based upon the anticipated flying (including the degree of certainty of the flying), training, vacations, historical leaves of absence, and historical open flying awards. All meetings will be coordinated through the Senior Vice President of Flight Operations, or his designee. The meeting will be attended by a representative for each seat position, crew scheduling, and the System Chief Pilot's office. Only one committee member for each seat and position exclusive of the committee chair, shall attend the monthly meeting with the Company. The Union shall have the exclusive right to determine which committee member is representing which seat position for any given meeting.
4. The Company shall provide the Union scheduling Committee with their proposed master crew schedule (bid) for the following bid period no later than the first (1<sup>st</sup>) day of the current bid period and in no case later than two (2) business days prior to the scheduling meeting. The Union Scheduling Committee shall meet with Crew Scheduling for the purpose of reviewing the proposed master crew schedule (bid) on the third (3<sup>rd</sup>) day of the current bid period. An agenda of topics to be discussed at the scheduling meeting shall be exchanged between the Company and the Union by 1400 hours local KILN time the business day prior to the meeting providing details of any concerns to be addressed at the meeting. The Union Scheduling Committee may recommend changes to the



Company's proposed master crew schedule (bid) or present its own master crew schedule (bid) to the Company. The Company shall accept the Union Scheduling Committee's proposed changes or schedule provided the total number of additional pay hours and the number of flying lines, in the Union's schedule or proposed changes are equal to or less than the total number of additional pay hours, and the number of flying lines, in the Company's schedule for that month. All schedules shall be constructed in accordance with the rules contained in this Agreement, however, deviations from these rules may occur with the mutual agreement between the Company and the Union.

5. All dates/days specified in the Article as deadlines for events other than bid periods as shown in Section B.2. of this Article shall fall on the business day preceding the specified date/day if the date/day in question falls on a weekend or holiday. Due to unforeseen circumstances, with the agreement of the Company and the Union, these deadlines can be extended and will not be unreasonably denied by either party.

## **SECTION B. MASTER CREW SCHEDULE**

1. The master crew schedule (bid) shall be divided, each bid period, by Domicile into equipment type (i.e. aircraft type) and seat position (i.e. Captain and First Officer) for the purpose of bidding.
2. The bid periods shown by the master crew schedule (bid) and the master crew schedule (award) shall cover thirty (30) or thirty-one (31) days, in accordance with the following schedule:

January	1 January through 30 January
February	31 January through 1 March
March	2 March through 31 March
April	1 April through 30 April
May	1 May through 31 May
June	1 June through 30 June
July	1 July through 31 July
August	1 August through 31 August
September	1 September through 30 September
October	1 October through 31 October

November 1 November through 30 November

December 1 December through 31 December

### **SECTION C. BID SELECTION**

1. Each crewmember shall be provided with a bid package for the upcoming month no later than the fifth (5<sup>th</sup>) day of the current month. The Company shall post the bid package to a mutually agreeable electronic medium. The Company shall also, at a crewmember's request and expense, send, via Comat to the station (if applicable), U.S. Mail, or through an overnight prepaid delivery service to the address specified by the crewmember, the bid package to the address provided by the crewmember. The bid package provided shall consist of, but is not limited to, the following:
  - a. For each Domicile, the applicable section of the master crew schedule (bid), based upon the individual crewmember's current aircraft type and seat position and reflecting the coming month's established Regular Line(s) of Time and Reserve Line(s) of Time.
  - b. A bid position list reflecting the Crewmember's bidding position of the upcoming bid month, by current aircraft type, seat position and Domicile.
  - c. Line bid sheet.
  - d. Crewmembers' vacation.
  - e. Available vacation periods.
  - f. Date(s) of Crewmembers' Training to be conducted during that bid month.
  - g. FAA medical renewals due during that bid month.
  - h. Other pertinent data.
2. All bids must be received no later than 1700 UTC on the thirteenth (13<sup>th</sup>) of the month preceding the upcoming bid month. Bid sheets received after the close-out time are not valid and shall not be considered. The responsibility for receipt of bids rests solely with each Crewmember. A Crewmember may use a bid sheet, fax or any other mutually agreeable electronic medium, to submit his bid. Notice of bid receipt shall be provided to the Crewmember(s) by the Company. Verbal and/or telephone bids shall not be accepted.
3. Each crewmember who is eligible to bid may bid for any Line of Time in his equipment type and seat position in his Domicile,

and should bid sufficient preferences consistent with his bid position number. If all his choices have been awarded, he shall be assigned a line after all Crewmember(s) with valid bids have been awarded their Line(s) of Time.

a. The Company and the Union agree that each Crewmember who has vacation in a given month shall have his vacation days coincide with Work Days. The parties also agree that, except for vacation days sold back in accordance with Article 10, Section B, of this Agreement, the number of Work Days on a Crewmember's awarded Line of Time shall be reduced by the same number of days as vacation days scheduled for that month. Crewmember(s) who are awarded a line of time, in which each vacation day does not coincide with a work day, shall have his vacation adjusted as follows:

- 1) If a Crewmember who is scheduled for a vacation is awarded a Regular Line of Time, in which at least four (4) work days coincided with each seven (7) vacation days, the Company shall allow the vacation day or days which do not coincide with work days to be used on the beginning or end of a block of time during that month in accordance with the Crewmember's preference. Crewmember(s) must advise the crew scheduler for their equipment type, seat position and Domicile of their preference no later than 1700 UTC time the second (2<sup>nd</sup>) business day following the posting of the bid awards. Crewmember(s) shall be allowed to advise the crew scheduler by phone, fax, or any other mutually agreed upon method.
- 2) If a Crewmember who is scheduled for a vacation is awarded a Regular Line of Time, in which at least four (4) scheduled work days do not coincide with each seven (7) days of vacation, the Company shall allow the vacation days(s) which do not coincide with at least (4) worked days to be used at the beginning and/or end of a block(s) of time or remove a complete block of time during that bid period. The Company shall consider the Crewmember's preference regarding which days to drop, however the final decision as to which days are dropped shall be subject to the needs of the Company. Crewmember(s) must advise the crew scheduler for their equipment type, seat position and Domicile of the preference in accordance with Section C.3.a.1., of this Article.

- 3) A Crewmember who has vacation scheduled and is awarded a Reserve Line of Time containing only reserve assignments shall not have his vacation days and day(s) off coincide. Should the vacation days and Day(s) Off coincide, the Day(s) Off shall be moved as a block by Crew Scheduling. Consideration shall be given to the crewmember's preference unless operational necessity dictates otherwise. Crewmembers must advise the crew scheduler for their equipment type, seat position and domicile of their preference in accordance with Section C.3.a.1., of this Article.
- 4) If a Crewmember who is scheduled for a vacation is awarded a Build-up Line of Time, in which at least four (4) work days coincided with each seven (7) vacation days, the Company shall allow the vacation day or days which do not coincide with work days to be used on the beginning or end of a Block of Time during that month in accordance with the Crewmember's preference. Crewmember(s) must advise the crew scheduler for their equipment type, seat position and Domicile of their preference no later than 1700 UTC time the second (2<sup>nd</sup>) business day following the posting of the Build-up Line awards. Crewmember(s) shall be allowed to advise the crew scheduler by phone, fax, or any other mutually agreed upon method
- 5) A Crewmember who has vacation scheduled and is awarded a Build-up Line of Time in which at least four (4) scheduled work days do not coincide with each seven (7) days of vacation, the Company shall allow the vacation day(s) which do not coincide with at least (4) worked days to be used at the beginning and/or end of a Block(s) of Time or remove a complete Block of Time during that bid period. The Company shall consider the Crewmember's preference regarding which days to drop, however the final decision as to which days are dropped shall be subject to the needs of the Company. Crewmember(s) must advise the crew scheduler for their equipment type, seat position and Domicile of their preference in accordance with Section C.3.a.4., of the Article.
- 6) In the event the scheduled vacation overlaps two (2) consecutive months and at least half of the vacation days in each affected month coincide with scheduled

Work Days, the Company shall allow the vacations day(s) which do not coincide with days worked to be used on the beginning or end of a block of time, of the Crewmember's choice, during that month. Otherwise, the Company shall have the authority to select the days which are dropped; however, consideration shall be given to the crewmember's preference, unless operational necessity dictates otherwise.

- 7) In addition to the provisions of Article 10.B.2., the Company may offer to buy back a Crewmember's vacation. Approval of such buy back shall be at the discretion of the Crewmember. Offers to buy back vacation under this paragraph must be tendered, by the Company, and accepted, by the Crewmember, prior to the distribution of the Open Flying bid.
  - 8) A Work Day(s) that has a Trip(s) which is dropped, as a result of a conflict with the Crewmember's scheduled or adjusted vacation, that exceeds the number of vacation days taken in that bid period, shall be replaced by a Flex Day(s).
  - 9) No crewmember shall be required to work on the vacation day(s) listed in the bid package.
4. A notice shall be posted by 2300 UTC on the thirteenth (13<sup>th</sup>) of each month giving a listing of the line numbers awarded. Line(s) of Time shall be awarded on the basis of seniority, within aircraft type, seat position, and Domicile, and shall be posted by the Company in the following areas:
    - a. Flight Crew area in each Domicile; and
    - b. on the flight departments website; and
    - c. on the crew scheduling phone hotline; and
    - d. any other means mutually agreed upon between the Union and the Company.
  5. In the event an error is discovered in the Line(s) of Time or line numbers as awarded, it shall be corrected in accordance with Section R. of this Article.
  6. The master crew schedule (award) showing the actual Line(s) of Time as awarded and all of the Open Flying shall be distributed by 2300 UTC three (3) business days following the posting of the line number awards. The hard or paper copy of these schedules shall be distributed:
    - a. In the Flight Crew area in each Domicile; and

- b. on the flight departments website; and
  - c. on the crew scheduling phone hotline; and
  - d. any other means mutually agreed upon between the Union and the Company.
7. The Company may make changes to Trip(s) or to Lines of Time during the time period between the publication of the bid packages and the closing/awarding of the bid period. Should changes be made by the Company, the following procedures apply:
- a. The Company shall provide notice to Crewmembers of changes by posting the changes on the Company website, by email to those Crewmembers who voluntarily provide their email addresses to the Company and by recorded message on the Company's scheduling information hotline. The Company provided notices shall be made within twenty-four (24) hours of the changes.
  - b. If any changes to a Line(s) of Time occur within forty-eight (48) hours before the bid period closes, to a line for which a Crewmember(s) bids and is subsequently awarded, the affected Crewmember(s) may contact his crew scheduler to request an equitable trip trade, if available, prior to 1300 UTC on the day that Open Flying closes. Such trip trades shall be processed on a first come basis.
  - c. If possible, trip trades for pairings over established Company holidays will fall within the same days (footprint) as the originally scheduled Trip and need not be equitable if no equitable Trip is available.
  - d. If events or circumstances arise that prevent any of the notification systems from functioning during the period discussed, the Company is required only to provide such notice as reasonably possible and will be held harmless.
8. The Open Flying bids shall close at 1700 UTC on the twenty-second (22<sup>nd</sup>) of each month.

**SECTION D. PREPARATION OF REGULAR LINE(S) OF TIME, AND CONSOLIDATION LINE(S) OF TIME**

All Line(s) of time shall be constructed in accordance with the provisions of this Agreement. All known Flights at the time the proposed master crew schedule (bid) is provided to the Union

Scheduling Committee shall be shown either in Regular Line(s) of Time, or in Open Flying. Inbound layover trips occurring at the beginning of the month (for which a Crewmember may be out of position) need not be shown on the master crew schedule (bid). Inbound trips not shown on the bid package will be assumed to be work days for the purposes of Section C.3.a. of this Article with the exception of thirty-six (36) hour layovers occurring on a Tuesday, Wednesday, or Thursday.

1. When Regular Lines of Time are prepared consideration shall be given to sleep patterns, rest and duty periods. Regular Line(s) of Time shall be constructed to separate nighttime and daytime operations. No schedules involving flight segments that operated in the forty-eight (48) contiguous United States, US Caribbean possessions and territories, Canada and Mexico shall be prepared to intentionally operate between daytime operations and nighttime operations as defined in Article 2 of this Agreement or vice versa. A duty period will be considered to fall into either a daytime operation or a nighttime operation if the majority of that duty period is scheduled to occur during the daytime operation or nighttime operations. Regular lineholders may be scheduled to transition from daytime operations to nighttime operations and vice versa provided the transition occurs on the first or last day (but not both) of the scheduled duty block and the crewmember receives sixteen (16) hours free from all duty, between the affected trips.
2. Crew scheduling shall use Trip(s), Flex Day(s) and reserve Work Day(s) in order to construct Regular Line(s) of Time in accordance with Section D.4., of this Article. All known flying shall be placed on Regular Lines of Time when the proposed master crew schedule (bid) is prepared. After crew scheduling has created the Regular Line(s) of Time for a bid period, if there is a remaining Trip(s) that with the addition of Flex Day(s) and or reserve Work Days cannot be used to construct any Regular Line(s) of Time, in accordance with Section D.4., of this Article, then that Trip(s) shall be placed in Open Flying. If at the meeting provided for in Section A.4., of this Article, the Union Scheduling Committee is able to construct one (1) or more Regular Lines of Time in accordance with Section D.4., of this Article, using a Trip(s) from the proposed Open Flying, with or without Flex Day(s) and/or reserve Work Days, then the Company must add this additional Regular Line(s) of Time to the proposed master crew schedule (bid) as constructed by the Union Scheduling Committee. All Regular Line(s) of Time constructed by the Company and the Union shall be placed in the master crew schedule (bid). If the number of Line(s) of

Time exceeds the number of eligible bidders, then, the Trip(s) constructed on any Regular Line(s) of Time that was not successfully bid, shall be placed in Open Flying. If the number of Regular Lines of Time in the master crew schedule (bid) exceeds the number of Crewmembers eligible to bid, (in a specific aircraft type, seat position and Domicile), for two (2) or more consecutive bid periods, then the Company must, by the close of bids for that second (2<sup>nd</sup>) and all subsequent consecutive bid periods (where the number of Lines of Time exceeds the number of Crewmembers eligible to bid), proffer a vacancy bulletin for that particular aircraft type(s), seat position(s) and Domicile(s) where the shortage exists. The training for this vacancy(s) must commence by the beginning of the second (2<sup>nd</sup>) consecutive bid period and any subsequent consecutive bid periods with a Crewmember shortage, as applicable. The number of vacancies to be proffered in a specific aircraft type, seat position and Domicile, shall as a minimum, be equal to the difference between the number of Regular Line(s) of Time and the number of Crewmembers eligible to bid in that second (2<sup>nd</sup>) consecutive bid period or subsequent consecutive bid period, as applicable. This minimum number of vacancies to be proffered may be reduced by the number of Crewmembers who have already started training for that specific aircraft type, seat position and Domicile.

**Example:** At the April scheduling meeting held March 3, the Union Scheduling Committee was able to use the proposed MIA 767 Captains, Open Flying, Flex Days and/or reserve Work Days to construct four (4) additional Regular Lines of Time (containing at least nine (9) scheduled flying days, (including layovers), in a thirty (30) day month or ten (10) scheduled flying days, (including layovers), in a thirty-one (31) day month) for the MIA 767 Captains. These Regular Lines of Time were added to the MIA 767 Captain's schedule (bid). These additional Regular Lines of Time caused the number of MIA 767 Captain Lines of Time to exceed the number of eligible 767 Captains in MIA by three (3). When the bids closed two (2) Regular Lines of Time and one (1) reserve Line of Time were not awarded. The Trips from the Regular Lines of Time, not awarded, were placed in Open Flying. In addition, the number of Regular Lines of Time for the MIA 767 Captains exceeded the number of MIA Captains eligible to bid by two (2), (one of the Lines of Time was a Reserve Line of Time). If April was the first month where the Company had a shortage of MIA 767 Captains there would be no further action at that



time. However for sake of discussion let's say in the February bid period the Company had three (3) more Regular Lines of Time than MIA 767 Captains eligible to bid. Since February was the first bid period with a Crewmember shortage there was no required action. In the March master crew schedule (bid) the Company had one more Regular Line of Time for the MIA 767 Captains than Crewmembers to bid. Since this was the second consecutive month with a shortage of Crewmembers, the Company must proffer a vacancy for at least one (1) MIA 767 Captain by February 13, (since in the second (2nd) consecutive bid period the Company was only short one MIA 767 Captain). The training for that MIA 767 Captain shall start no later than March 1. Since the April master crew schedule (bid) had two (2) more Regular Lines of Time than eligible MIA 767 Captains to bid, and this is the third consecutive month of a MIA 767 Captain shortage, the Company shall proffer by March 13 two (2) MIA 767 Captain vacancies. However, since the Company already had one (1) Crewmembers who had started training to become a MIA 767 Captain they would only be required to proffer for one (1) more on March 13, (not two (2)). The training for this proffer must commence by April 1.

3. Regular Line(s) of Time shall be constructed to provide schedules containing consecutive days on duty and consecutive days off duty. However, in the event no suitable Trip pairs exists the Company shall utilize an extended layover (i.e. "thirty-six (36) hour layover") or a Flex Day to eliminate a single day off duty in or between trip sequences, a duty block or blocks. A Flex Day(s) may also be used to indicate a Work Day(s) on which no specific Trip is currently assigned or awarded. The Flex Day is described in Section G. of this Article.
4. Regular Line(s) of Time shall be constructed with the following parameters:
  - a. Regular Lines of Time shall contain a minimum of thirteen (13) Days Off in a thirty (30) day Bid Period or a minimum of fourteen (14) Days Off in a thirty-one (31) day Bid Period as reflected on the Bid Master Crew Schedule.
  - b. Fifty percent (50%) or greater of the Regular Lines of Time, in each aircraft type, seat position and Domicile, shall contain a minimum of one (1) thirteen (13) day block of Days Off in a thirty (30) day Bid Period or one (1) fourteen (14) day block of Days Off in a thirty-one (31) day Bid Period. The percentage requirement of this paragraph

may be adjusted at the request of the Union Scheduling Committee and with the agreement of the Company, based upon the desires of the Crewmembers in a particular aircraft type at a specific Domicile.

- c. All Regular Line(s) of Time, not constructed with a minimum of one (1) thirteen (13) day block of Days Off in a thirty (30) day Bid Period or a minimum of one (1) fourteen (14) day block of Days Off in a thirty-one (31) day Bid Period, will be constructed to include at least one block of five (5) Days Off and one block of six (6) Days Off.
- d. No Block of Time of Work Days shall contain less than three (3) Work Days except at the beginning or end of the bid month but not both. Blocks of Time of Work Days at the beginning or end of a bid period shall contain at least two (2) Work Days.
- e. No Block of Time of Days Off shall contain less than five (5) days except either the first or last two (2) days of the bid period but not both. Blocks of Time of Days Off at the beginning or end of a bid period shall contain at least two (2) Days Off. Blocks of Time of Days Off may be combined.
- f. Crew Scheduling shall not drop Work Day(s) for a Crewmember whose Line of Time includes an inbound Trip(s) which reduces his Day(s) Off below thirteen (13) days in a thirty (30) day Bid Period or below fourteen (14) days in a thirty-one (31) day Bid Period, or violates the Blocks of Time of Day(s) Off, if the inbound Trip was awarded as an Open Flying/DOF Trip from the previous bid period.
- g. If the inbound Trip that reduces the Crewmember's Day(s) Off below thirteen (13) days in a thirty (30) day Bid Period or below fourteen (14) days in a thirty-one (31) day Bid Period, was the result of a scheduled (bid award) Line of Time, Flex Day(s) assignment/award or reserve assignment that extended into the next bid period, the Crewmember shall have the option to retain or drop Work Days to restore the line to the number of Day(s) Off he determines not to exceed thirteen (13) in a thirty (30) day Bid Period or fourteen (14) in a thirty-one (31) day Bid Period. The Crewmember must advise the crew scheduler of the decision to retain or drop the Work Day(s) no later than 1700 UTC time the second (2nd) business day following the posting of the bid awards. All Work Days

dropped in accordance with this paragraph shall be at the beginning or end of a Block of Time. Crewmembers may request the specific Work Days to be dropped, however, crew scheduling shall have the final decision. Failure to notify Crew Scheduling will result in the Crewmember retaining the Work Day(s) in question. All Work Days retained by the Crewmember will be compensated in accordance with Article 19, Section M.4., of this Agreement. A Crewmember's Day(s) Off shall begin and end at the Crewmember's Domicile.

- h. Work Days on a Regular Line(s) of Time may be a Trip(s), Flex Day(s) and/or Reserve Days as provided in this Section. Any Regular Line of Time that contains Reserve Days, (except R-4 reserve which for the purposes of Section D of this Article will be considered a Trip and be scheduled under the provision of Section P of this Article), shall contain only one (1) block of Reserve Days that must be either at the beginning or end of one Block of Time of Work Days. Reserve Days may only be constructed on a Regular Line(s) of Time that contains at least, one (1) block of thirteen (13) Days Off in a thirty (30) day Bid Period or one (1) block of fourteen (14) Days Off in a thirty-one (31) day Bid Period. The number of Reserve Days that may be contained in the one block of Reserve Days, on a Regular Line(s) of Time that contains at least, one (1) block of thirteen (13) Days Off in a thirty (30) day Bid Period or one (1) block of fourteen (14) Days Off in a thirty-one (31) day Bid Period, is three (3) to six (6) Reserve Days. The number of Flex Day(s) and Reserve Day(s) shall not exceed eight (8) Work Days on a Regular Line(s) of Time that contains at least, one block of thirteen (13) Days Off in a thirty (30) day Bid Period or one block of fourteen (14) Days Off in a thirty-one (31) day Bid Period. A Regular Line(s) of Time that does not contain at least one block of thirteen (13) Days Off in a thirty (30) day Bid Period or at least one block of fourteen (14) Days Off in a thirty-one day Bid Period, may contain up to eight (8) Flex Days only.

**Example:** On a Regular Line of Time, that contains a block of thirteen (13) Days Off, that contains a block of thirteen (13) Days Off in a thirty (30) day Bid Period, the Company decides they want to place Reserve Days on the line. The Company may place one block of three to six (3-6) Reserve Days on the line. The block of Reserve Days must come either at the beginning or the end of a

Block of Time of Work Days. If the Company has placed six (6) Work Days of reserve on this Regular Line of Time they can only place a maximum of two (2) Flex Days on this Regular Line of Time during line construction.

**Example:** On a Regular Line of Time, that contains a block of five (5) Days Off, a block of six (6) Days Off and a block of two (2) days off at the end of the month, the Company may not place Reserve Days on that Regular Line of Time. The Company may place a maximum of eight (8) Flex Days on this Regular Line of Time during line construction.

5. Consolidation Line(s) of Time are lines constructed to help the assigned Crewmember gain the required line operating experience required by FAR 121.434. Consolidation Line(s) of Time, when necessary, shall be constructed and assigned in accordance with the provisions of this paragraph. If the provisions of this paragraph do not require the construction and assignment of a Consolidation Line of Time, a Crewmember not meeting the requirements of FAR 121.434 shall be awarded a Line of Time in accordance with Section C. of this Article after completing Initial Operating Experience.
  - a. The Company will review with the Scheduling Committee those Crewmember(s) affected by FAR 121.434 during the meeting specified in Section A.4. of this Article. Consolidation Lines of Time shall only be assigned to those Crewmember(s) who do not meet the minimum requirements stated in FAR 121.434. The following criteria will be used to determine if a Consolidation Line of Time need be built and assigned:
    - 1) If a pilot is not projected to acquire a minimum of sixty (60) hours (inclusive of IOE block hours) prior to completing the first full bid cycle, subsequent to the completion of his type or proficiency check, a Consolidation Line of Time shall be built and assigned to that pilot.
    - 2) If a pilot has not acquired, or is not scheduled to acquire, a minimum of eighty-five (85) hours (inclusive of IOE block hours) prior to the completion of the second full bid period, subsequent to the completion of his type or proficiency check, a Consolidation Line of Time may be built and assigned to that pilot.
  - b. Consolidation Line(s) of Time, if necessary, shall be constructed using Trips from Open Flying after the bid

awards are announced and prior to their posting. Should the need arise for a Consolidation Line of Time; the line shall be constructed to conform to Section D.4., of this Article, except no Reserve Days shall be constructed on a Consolidation Line(s) of Time.

- c. Pilots who do not meet the minimum requirements of FAR 121.434 shall have the following restrictions:
  - 1) Pilots shall not be allowed to bid for, or be assigned to R-4 reserve assignments.
  - 2) Crewmembers with reserve Work Day(s) in this category will be assigned flights as a priority over any nonscheduled flying reserve duty.
  - 3) Trip trades will not be allowed unless the pilot is trading into a trip of equal or greater scheduled flight time. If the trade is between two pilots in this category, the low time pilot will not be allowed to trade unless he is trading into a trip of equal or greater scheduled flight time.
  - 4) Vacations will not be scheduled or rescheduled until the pilot meets the requirements of FAR 121.434.
- 6. A Line Check Airman shall bid and be awarded a Line of Time in accordance with his seniority. A Line of Time awarded a Line Check Airman, designated for IOE for a bid month, may be adjusted to meet IOE aircraft requirements as follows:
  - a. Weekday Trips/pairings may be adjusted with Trips from Open Flying after the bids have closed and prior to the Master crew schedule (award) being issued, or an individual Crewmember may be displaced in accordance with Section I.1.b. of this Article.
  - b. Weekend Trips/pairings may be adjusted with Trip(s) from Open Flying after the bids have closed and prior to the Master crew schedule (award) being issued, but not without the approval of the Check Airman. Four (4) day weekends shall not be removed from Open Flying for IOE unless bid and awarded to the Check Airman.
- 7. Scheduled flight time which becomes open as a result of, but not limited to, a regular lineholder's vacation or training assignment shall be considered Open Flying.
- 8. Following the close of bids for Regular Line(s) of Time and Reserve Line(s) of Time but prior to the Master crew schedule (award) (hard copy) being published and issued to the

- Crewmember(s), Open Flying time shall be distributed in the following order of precedence:
- a. Open Flying time may be used for the construction of Consolidation Line(s) of Time.
  - b. Open Flying may be used to adjust a Check Airman's, who was designated for IOE in the bid month, awarded Line of Time for the purpose of providing IOE, in accordance with Section D.6. of this Article.
9. Each month required proficiency checks and recurrent training dates, along with the applicable Crewmember(s) name(s), shall be distributed with the bid schedule. If the awarded line places a proficiency check or recurrent training during Day(s) Off, this will not be a violation of the minimum blocks as stated in D.4. In no event, as a result of such training, shall a Crewmember receive less than the scheduled, thirteen (13) Days Off in a thirty (30) day Bid Period or fourteen (14) Days Off in a thirty-one (31) day Bid Period. The Crewmember may choose to drop previously scheduled Work Days in order to return his line to, thirteen (13) Days Off in a thirty (30) day Bid Period or fourteen (14) Days Off in a thirty-one (31) day Bid Period. Days dropped shall be at the beginning or end of a Block of Time on the Crewmembers line. Crewmember(s) must advise Crew Scheduling of his intention to drop these trips by 1700 UTC time the second (2<sup>nd</sup>) business day following the posting of the bid awards. Training days which fall on previously scheduled Days Off and the Crewmember elects not to drop previously scheduled Work Day(s), shall be compensated in accordance with Article 19, Section E.2.a. or Section E.2.b., of this Agreement. Required training and proficiency checks shall be considered days worked and shall be compensated in accordance with Article 19, Section F, of this Agreement. The Company shall replace Trips that are removed from the line due to an indirect conflict with training (i.e., second day of a layover trip interfering with the first day of training), with a Flex Day on the same day (i.e. the first day of the layover trip) as the non-conflicting portion of the replaced trip.

#### **SECTION E. OPEN FLYING USAGE FOLLOWING MASTER CREW SCHEDULE (AWARD) DISTRIBUTION**

Open Flying shall be distributed in the following order after the Regular Line(s) of Time and Reserve Line(s) of Time are awarded and the schedules are published showing the Open time available for bid.

1. Open Flying time shall be available for bid by any

Crewmember. Open Flying time shall be awarded/assigned in the following order and manner:

- a. Crew scheduling shall award Open Flying by seniority within the Domicile of the Open Flying Trip(s) to:
  - 1) a Crewmember who has a Flex Day(s) on his Regular Line of Time in order to satisfy the Flex Day(s) requirement in accordance with Section G of this Article.
  - 2) a Crewmember who requires a Training Failure Make-up Trip.
- b. Crew scheduling may assign any Trip(s) available on a Flex Day(s) to a Crewmember that fails to bid a Trip(s) to fulfill a Flex Day(s) requirement. The Trip(s) must be from the same Domicile as the Crewmember in accordance with Section G of this Article.
- c. By seniority within the Domicile of the Open Flying Trip(s), crew scheduling may award Open Flying to a Crewmember who wishes to pick up additional flying (days and/or hours) on a previously scheduled Work Day(s) or Off Day(s). Open Flying shall not be awarded if it makes the Crewmember illegal, for a preceding or following Trip, or violates the provisions of Section Q of this Article. Once a Crewmember has been awarded twenty-three (23) credit hours or more of Open Flying Trip(s), (not including Flex Day(s) awards/assignments or vacation sell back), he shall be bypassed for additional Open Flying awards. If no other Crewmembers, within the same Domicile, with less than twenty-three (23) awarded hours or more of awarded Open flying Trip(s), (not including Flex Day(s) awards/assignments or vacation sell back), bid for a Trip then it shall be awarded by seniority, within the Domicile, without regards to the twenty-three (23) hour bypass requirement.
- d. By system seniority, crew scheduling may award Open Flying to a Crewmember who wishes to pick up additional flying (days and/or hours) on a previously scheduled Work Day(s) or Off Day(s). Open Flying shall not be awarded if it makes the Crewmember illegal, for a preceding or following Trip, or violates the provisions of Section Q of this Article. Once a Crewmember has been awarded twenty-three (23) credit hours or more of Open Flying Trip(s), (not including Flex Day(s) awards/assignments or vacation sell back), he shall be bypassed for additional

Open Flying awards. If no other Crewmembers with less than twenty-three (23) awarded hours or more of awarded Open flying Trip(s), (not including Flex Day(s) awards/assignments or vacation sell back), bid for a Trip then it shall be awarded by system seniority without regards to the twenty-three (23) hour bypass requirement. If a Crewmember is awarded an Open Flying Trip(s) in another Domicile it is the responsibility of the Crewmember to get to and from the Domicile from which the Trip begins.

2. A Crewmember who has a reserve Work Day on the day immediately following an Open Flying Trip for which he bid, may not be awarded that Trip if it does not allow the Crewmember to fully perform his reserve duties on the reserve Work Day. For example, a Crewmember with a reserve Work Day may not be awarded a thirty-six (36) hour Trip, or a Trip that exceeds eight (8) flight hours in a twenty-four (24) hour period, on the day prior to a reserve Work Day.
3. A Crewmember(s) is not required to bid on any Open Flying.
4. Open Flying may be used to construct Build-up Lines in accordance with the scheduling rules contained in Section D.4. of this Article. These Build-up Lines may only be offered and awarded to those Crewmembers holding Reserve Lines of Time who had bid a Build-up Line prior to their awarded Reserve Line of Time. (Example: The Crewmember bids Build-up Line as his tenth (10<sup>th</sup>) choice on his line bid sheet. If he was not awarded one of his first nine (9) choices because of seniority, he would then have the opportunity to bid on a Build-up Line if he was awarded a Reserve Line of Time). After the line number bid awards are posted, if enough Open Flying remains to construct a Line(s) of Time in accordance with Section D.4., of this Article, and a Crewmember(s) who was awarded a Reserve Line of Time is eligible to bid on a Build-up Line, as provided in this paragraph, then the Company may construct Build-up Lines. The Company may construct Build-up Lines until either there are not enough Trips to construct a Line of Time in accordance with Section D.4., of this Article, or there are no more Crewmembers eligible to bid on a Build-up Line, whichever occurs first. The Company shall post Build-up Lines, available for bid, by 1700 UTC time the second (2<sup>nd</sup>) business day after line number bid awards are posted. Bids for Build-up Lines shall close at 1700 UTC time two (2) business day(s) after the Build-up Lines are posted. Build-up line(s) shall be awarded by seniority, within a



Domicile, until all Build-up Line(s) of Time have been awarded. Build-up Line awards shall be posted by 2300 UTC time the day the Build-up Line bids close. Build-up Line(s) of Time available for bid and Build-up Line awards shall be posted by the times prescribed in this paragraph in all the following areas:

- a. Flight Crew area in each Domicile; and
  - b. on the flight departments website; and
  - c. on the crew scheduling phone hotline; and
  - d. any other means mutually agreed upon between the Union and the Company.
5. Open Flying awards shall be posted by 1700 UTC time on the third (3<sup>rd</sup>) business day after the Open Flying bids closed and shall be posted in all the following areas:
- a. Flight Crew area in each Domicile; and
  - b. on the flight departments website; and
  - c. on the crew scheduling phone hotline; and
  - d. any other means mutually agreed upon between the Union and the Company.
6. After Open Flying time has been awarded in accordance with this Section, any remaining Open Flying time or any time which becomes open during the month, shall be placed on Daily Open Flying (DOF) bid list for that bid period by Domicile and shall be awarded to a Crewmember(s) in accordance with Section O. of this Article.

#### **SECTION F. DEADHEAD ASSIGNMENTS**

1. A crewmember assigned to a trip which includes deadhead travel on Company aircraft to or from his domicile or his place of residence, shall either receive travel as scheduled on Company aircraft or, if the Company decides that travel on Company aircraft is not possible, be provided with transportation on commercial aircraft to or from his domicile or place of residence. Deadhead transportation by air shall only be on FAR 121 Carriers or FAR 135 Commuter and on Demand Charter Operations. Deadhead transportation by air outside of the United States shall only be on FAR 121 Carriers and IATA certified Carriers. Deadhead transportation shall be compensated in accordance with Article 19, Section K, of this Agreement.

2. Trip(s) requiring commercial airline transportation and/or ground transportation shall be handled as follows. The stated time for a deadhead assignment involving commercial air travel shall be based upon a specific commercial passenger flight used to transport the Crewmember(s) into or out of position. Departure and arrival times for deadhead assignments as indicated in the bid package shall be based upon the OAG departure and arrival time of flight(s), and shall include the estimated time to transport the Crewmember to the airport of departure and/or from the airport of arrival based upon the travel time as shown by an agreed-upon internet-based travel program, not to include local van service to and from a layover hotel. The estimated time shall be considered scheduled time for Article 19, Section K, of this Agreement, for pay purposes.
3. When scheduling deadhead transportation on commercial aircraft the number of enroute legs shall be limited as follows:
  - a. For deadhead assignments, from the Domicile or Crewmember's residence, that remain Domestic the number of air enroute legs shall be no more than two (2) unless no such connection exists to reach the destination. If more than two (2) legs are required to reach the final destination then the routing that requires the fewest legs shall be utilized.
  - b. For deadhead assignments, from the Domicile or Crewmember's residence, that have any portion of the deadhead assignment that is International the number of air enroute legs shall be no more than three (3) unless no such connections exist to reach the destination. If more than three (3) legs are required to reach the final destination then the routing that requires the fewest legs shall be utilized.

## **SECTION G. FLEX DAY**

Crewmembers with a Regular Line of Time may have Work Day(s) that are designated as a "Flex Day(s)" on their Line of Time. Crewmember(s) are subject to flight duty assignments on Flex Days including R4 assignments, but no other Reserve assignments, (i.e. R1, R2, R3). A Flex Day(s) is considered a Work Day(s) regardless of whether or not the Crewmember(s) is ever awarded or assigned a duty assignment on this day(s). A Flex Day(s) shall be subject to the following conditions:

1. Crewmembers may bid to fly a Trip(s) from Open Flying or DOF on any Flex Day. If a Crewmember bids a Trip(s) that

does not make the Crewmember illegal for a preceding or following Trip, or violates the provisions of Section Q. of this Article, it shall be awarded. Trip(s) that make the Crewmember(s) illegal for a preceding or following Trip shall also be awarded to a Crewmember provided the awarded Trip(s) does not create a Flex Day(s) and does not violate the provisions of Section Q. of this Article.

2. If a Crewmember is not awarded a Trip from Open Flying/DOF on a Flex Day(s) the Company may assign a Trip(s) from Open Flying/DOF on a Flex Day(s). Flex Day awards and assignments shall be made in accordance with Section E or Section O. or Section G.4., as applicable, and any such assignment shall not make the Crewmember(s) illegal for a preceding or following Trip, or violate the provisions of Section Q., of this Article, except as provided in Section G.6., of this Article. Except as provided in Section G.4., of this Article, a Flex Day(s) assignment shall be posted and the Crewmember(s) notified, (if required) no later than 1200 local Domicile time on the day prior to the Flex Day, or 1200 local Domicile time two (2) days prior to the Flex Day if the Flex Day is on the first day of a Block of Time of Work Days, or the Crewmember(s) shall be free from all duty on that Flex Day. Crew scheduling shall notify the Crewmember of an assignment in accordance with Section G.3., of this Article.
3. Notification of a Flex Day assignment shall be made by 1200 local Domicile time, pursuant to Section G.2. of this Article, by the following means:
  - a. Posted on the Company's crew scheduling hotline; and
  - b. Posted on the Company's scheduling web site; and
  - c. If a Crewmember is on a flight assignment;
    - 1) a message in the remarks section of the flight release for his Flight, to contact crew scheduling; and
    - 2) a message left at the Crewmember's layover lodging point advising the Crewmember to contact crew scheduling; and
    - 3) a message to the Crewmember once his next flight blocks in to contact crew scheduling; or
  - d. If a Crewmember is on a Day Off or a day free from all duty;

- 1) Crew scheduling shall notify the Crewmember of an assignment at the Crewmember's preferred contact number on record.
- 4 A Crewmember(s) who has a Flex Day(s) on his Regular Line of Time is required to check either the crew scheduling hotline or web site to determine if he has been assigned a Trip on a Flex Day(s). Crewmembers who are on a Day Off or a day free from duty who have been assigned a Trip(s) on a Flex Day(s) shall confirm that assignment with crew scheduling no later than 1400 local Domicile time on the day prior to the Flex Day, or 1300 local Domicile time two (2) days prior to the Flex Day if the Flex Day is on the first day of a Block of Time of Work Days. If the Crewmember calls crew scheduling and crew scheduling does not answer the phone the Crewmember shall leave a message in his crew scheduler's voicemail. This message shall serve as confirmation of a Flex Day(s) assignment.
5. For a Crewmember(s) who has a Trip that returns to his Domicile after 1200 local Domicile time on the Work Day prior to a Flex Day, crew scheduling has until the Crewmember contacts crew scheduling after blocking in at his Domicile at the end of his Trip, to make an assignment on that Flex Day. A Crewmember(s) who has a Trip, on the Work Day prior to a Flex Day, that returns to his Domicile after 1200 local Domicile time on the Work Day prior to a Flex Day shall contact crew scheduling within thirty (30) minutes of blocking in at his Domicile. At that time crew scheduling shall either give the Crewmember an assignment on the Flex Day that is on the next Work Day or release the Crewmember from duty on that Flex Day. Crew scheduling shall not make an assignment on that Flex Day, if it makes the Crewmember illegal, for a preceding or following Trip, or violates the provisions of Section Q. of this Article, except as provided in Section G.6., of this Article.
6. Crew scheduling shall be permitted to assign a Crewmember to a Trip on a Flex Day that does not conflict with the preceding Trip but causes the Crewmember to be displaced from his previously assigned or awarded Trip on no more than two (2) Work Days immediately following the Flex Day. A Crewmember shall not be assigned to such a Trip if there is another Crewmember with a Flex Day(s) and/or Reserve Work Day(s) that could be assigned to the Trip without utilizing the provisions of this paragraph. A Crewmember may only be assigned one time per month utilizing the provisions of this

paragraph.

7. On a Flex Day(s) a Crewmember shall receive pay or pay credit for the greater of all assignment(s) that were scheduled, rescheduled, awarded, assigned, reassigned or actual flown on that Flex Day(s).
8. All Trips awarded and/or assigned on a Flex Day shall begin and end at the Crewmember's Domicile.

## **SECTION H. RESERVE SCHEDULES**

Each reserve Crewmember with a reserve Work Day(s) shall be available by telephone, telephone pager or mutually acceptable electronic medium during his assigned times and must notify Crew Scheduling or, in their absence, Flight Control, of any telephone contact number change.

1. Reserve Line(s) of Time shall only contain reserve Work Days and shall be constructed to provide a Crewmember with a minimum of thirteen (13) Day(s) Off in a thirty (30) day Bid Period or fourteen (14) Day(s) Off in a thirty-one (31) day Bid Period, as reflected on the Master crew schedule (award) each month at his Domicile. Reserve Lines of Time shall be constructed with fifty percent (50%) or greater, of the Reserve Line(s) of Time containing a minimum of one (1) thirteen (13) day block of Days Off in a thirty (30) day Bid Period or one (1) fourteen (14) day block of Days Off in a thirty-one (31) day Bid Period. Reserve Line(s) of Time not containing one (1) thirteen (13) day block of Days Off in a thirty (30) day Bid Period or one (1) fourteen (14) day block of Days Off in a thirty-one (31) day Bid Period, shall contain a maximum of three Blocks of Time of Days Off. No Block of Time of Days Off shall contain less than three (3) days except either the first or last two (2) days of the bid period but not both. Day(s) Off shall begin and end at the Crewmember's Domicile. A Crewmember shall be free of all duty with the Company on his Day(s) Off. Reserve Line(s) of Time will be constructed with a minimum of three (3) days in a Block of Time of Work Days. If the awarded line places a proficiency check or recurrent training during day(s) off, this will not be a violation of the minimum blocks as stated above. In no event, as a result of such training, shall a Crewmember receive less than the thirteen (13) Days Off in a thirty (30) day Bid Period or fourteen (14) Days Off in a thirty-one (31) day Bid Period, for a reserve line holder. The Crewmember may choose to drop previously scheduled Work Day(s) in order to return his line to thirteen (13) Days Off in a thirty (30) day Bid Period or fourteen (14)

Days Off in a thirty-one (31) day Bid Period. Days dropped shall be at the beginning, or end of a Block of Time at the Crewmember's discretion. Crewmembers must advise Crew Scheduling of his intention to drop these reserve days by (1700) UTC time the second (2<sup>nd</sup>) business day following the posting of the bid awards. Training days which fall on previously scheduled Days Off in excess of thirteen (13) days in a thirty (30) day Bid Period or fourteen (14) days in a thirty-one (31) day Bid Period, shall be compensated in accordance with Article 19, Section E.2.a. or Section E.2.b., of this Agreement. Required training and proficiency checks shall be considered Work Days and shall be compensated in accordance with Article 19, Section F., of this Agreement.

2. Crew Scheduling shall not drop Work Day(s) for a Crewmember whose Line of Time includes an inbound Trip(s) which reduce his Day(s) Off below, thirteen (13) in a thirty (30) day Bid Period or fourteen (14) in a thirty-one (31) day Bid Period, or violates the Blocks of Time of Day(s) Off, if the inbound trip was awarded as an Open Flying/DOF Trip from the previous bid period.
3. If the inbound trip that reduces the Crewmember's Day(s) Off below, thirteen (13) days in a thirty (30) day Bid Period or fourteen (14) days in a thirty-one (31) day Bid Period, was a result of a scheduled (bid award) Line of Time, Flex Day(s) assignment/award or reserve assignment that extended into the next bid period, the Crewmember shall have the option to retain or drop Work Days to restore the line to the number of Day(s) Off he determines not to exceed thirteen (13) Days Off in a thirty (30) day Bid Period of fourteen (14) days in a thirty-one (31) day Bid Period. The Crewmember must advise the crew scheduler of the decision to retain or drop the Work Day(s) no later than 1700 UTC time the second (2<sup>nd</sup>) business day following the posting of the bid awards. All Work Days retained by the Crewmember will be compensated in accordance with Article 19, Section M.4., of this Agreement. Failure to notify Crew Scheduling will result in the Crewmember retaining the Work Day(s) in question.
4. The Company has the option to use On Premise Reserves (OPR) at any Domicile, only with Crewmember's assigned to that Domicile unless it is an R4 assignment(s). Their duty time shall commence when they report to the premises for duty as scheduled. Each duty period shall begin at a time determined necessary by the Company and shall be indicated in the bid packages for each equipment type, seat position and Domicile.

No Reserve Line of Time shall contain different or multiple On Premise Reserve report times in any one month. OPR's will remain on duty as per Article 18, Section F, of this Agreement. OPR's not designated as R4 will be assigned as per Article 13 Section H.4., of this Article.

5. A Crewmember with a Reserve Line of Time may be scheduled into the first day of a block of time off once per bid period to provide coverage when no other reserve Crewmember(s) are available. The Crewmember shall be compensated as per Section M. of this agreement for his use on that day. Should a Crewmember be assigned a two (2) day (or longer) Trip on this first day of the Block of Time of Days Off, the second (and subsequent) day(s) shall also be considered assigned in accordance with Section M. of this Article. All day(s) assigned and compensated in accordance with Section M. of this Article shall be counted as a day that reduces the Crewmember's total Days Off for that bid period. A Crewmember used once on the first Day Off following any one (1) Block of Time of Work Days during the bid period shall only receive an assignment on any subsequent first Day Off following any Block of Time of Work Days in accordance with Section M. of this Article. Scheduling into any other Day(s) Off shall only be done in accordance with Article 13.M. of this Agreement.
6. Off Premise Reserves (designated as "R2" or "R3" on the Master Crew Schedule) shall be within two (2) hours via ground transportation under any road and or weather problem that can reasonably be expected to exist at the Crewmember's Domicile. An Off Premise Reserve shall only be assigned duty within his Domicile except that he may be temporarily used at a Domicile other than his own provided all the following conditions are met;
  - a. The Crewmember is given the assignment in accordance with Section H.7. of the Article.
  - b. The Crewmember is only used for a flight assignment (includes R4).
  - c. The Crewmember is qualified for the flight assignment prior to the start of the assignment.
  - d. The Crewmember shall be immediately returned to his Domicile and placed on the FIFO list in his Domicile at the completion of the flight assignment.
7. Off Premise Reserves shall be assigned to a flight assignment or On Premise Reserve on a First-In (bottom

of the list) First-Out (top of the list) (FIFO) basis.

- a. On the first day of each bid period, available Crewmember(s) with a reserve Work Day will be placed on the FIFO list in reverse order of seniority. A reserve crewmember with a reserve Work Day returning from a Day(s) Off, vacation, leave of absence or training will be placed at the first-in position of the list. A crewmember on a reserve Work Day with less than the required one hundred (100) hours of consolidation time will be placed in the first-out position and assigned flight duties not to include On Premise Reserve.
- b. When assigning flight assignments, (including R4), or On Premise Reserve, the Crewmember in the first-out position on the FIFO list shall be assigned. When more than one duty (e.g., flight or On Premise Reserve) is to be assigned, the senior Crewmember, who may be assigned that duty based on his rotation, may be offered his choice of duties available at the time that the assignments are made unless the junior Crewmember is working toward his one hundred (100) hour as required by FAR 121.434, in which case the junior Crewmember shall be assigned the flight scheduled with the most flight time. When a Crewmember in the first-out position is assigned a duty assignment but cannot perform that duty due to a conflict with a scheduled Day(s) Off, contractual agreements, FAR conflict, or conflicts with a future assignment(s) on the Crewmember's Line of Time, that Crewmember will be bypassed and the assignment made to the next Crewmember in rotation. The bypassed Crewmember will be considered for the next available assignment. If the Crewmember is bypassed only due to a conflict with a future assignment(s) on his Line of Time and no other Crewmember on a reserve Work Day is available to receive the assignment, then the Crewmember originally bypassed shall be given the reserve assignment. The Crewmember shall be displaced from the conflicting Trip(s) and a Flex Day(s) shall be assigned on the Work Day(s) that contained the conflicting Trip(s), unless the reserve Work Day(s) on which the reserve assignment was placed is a result of a trip trade in which case the conflict on future assignments shall be handled in accordance with Section L.2. of this Article. For the day(s) involved, a Crewmember who trades a flight assignment for a reserve assignment will assume the FIFO position of



the Crewmember who originally had the reserve Work Day(s).

- c. Crew Scheduling will maintain a FIFO reserve list(s) for each equipment type, seat position and Domicile. The list will be updated and made available on a daily basis in the flight crew area at each Domicile, on the flight department's web site, crew scheduling phone hot line and any other mutually agreeable means by 0900 local Domicile time for review by Crewmember(s). The FIFO list shall reflect the daily status of each Crewmember on a reserve Work Day.

## **SECTION I. DISPLACEMENT**

The Company shall have the right to displace a Crewmember, only in accordance with the provisions of this Section. A Crewmember who has been displaced from a Trip or sequence of Trips shall receive pay or pay credit for the Trip(s) from which he was displaced as if he had performed the Trip(s). The displacement shall begin and end at the Crewmember's Domicile. Displacements in accordance with this Section shall apply to all scheduled, rescheduled, awarded, assigned, reassigned Flight(s) and Trip(s). Should a displaced Crewmember not be assigned or awarded an assignment, (to include a Flex Day(s)), through the reassignment process in Section J. of this Article, on a Work Day(s) on which he was displaced, he then shall be given P-1 status, if the Crewmember desires, on Company aircraft to the destination of his choice and if necessary, to return to his Domicile during such displacement period.

1. Management, Training and Scheduling Displacements are as follows:
  - a. Management Displacement; The removal of a Crewmember from an assignment wherein a management Crewmember occupies a seat position. Crewmembers displaced under this provision shall not be reassigned, (to include being assigned a Flex Day), and shall be afforded the choices as outlined in Article 4.1.
  - b. Training Displacement; The removal of a Crewmember from an assignment wherein the seat position is used to either receive or give training (e.g. IOE, line checks, etc.). Crewmembers displaced under this provision may be reassigned in accordance with Section J. of this Article.

- c. Scheduling Displacement; The removal of a Crewmember from an assignment because he is unable to fly his Trip(s) due to one of the following:
  - 1) If a Crewmember is unable to fly his Trip(s) due to delays or cancellation caused by weather, on his Flight Segment(s), he may be reassigned; or
  - 2) If a Crewmember is unable to fly his Trip(s) due to a mechanical breakdown of the aircraft either under that Crewmember's operational control or that he was scheduled to deadhead on, he may be reassigned; or
  - 3) If the Crewmember is unable to fly his Trip(s) due to enroute delays caused by ATC on his Flight Segment(s), he may be reassigned; or
  - 4) If the Crewmember is unable to fly his Trip(s) caused by a Company or customer scheduling decision for less than the remainder of the bid period (e.g. reroutes, recoveries, change in report time, Trip cancellation) the Crewmember may be reassigned; or
  - 5) If the Crewmember is unable to fly his Trip(s) caused by FAA or contractual illegality, the Crewmember may be reassigned.
  - 6) Crewmembers displaced under Section I.1.c.1., 2., 3., 4., or 5. of this Article may be reassigned in accordance with Section J. of this Article.
- d. If a High Minimum Captain (HMC) is scheduled to depart his Domicile and the destination(s) for his flight is below, or forecast to be below, his authorized minimums one (1) hour before, to one (1) hour after his ETA, the following procedures will be utilized:
  - 1) If a Captain presently scheduled to fly wishes to trip trade with the HMC and weather at the destination is forecast to be at or above, the HMC's required minimums, the trip trade shall be authorized.
  - 2) If an attempt to trade is unsuccessful, the HMC shall be displaced and may be reassigned in accordance with Section J.4. of this Article.
- e. If two (2) Crewmembers cannot be paired together due to the provisions of FAR 121.438, the junior crewmember may institute a trip trade prior to being displaced. If the junior Crewmember does not submit a trip trade to crew scheduling, or is not successful in obtaining a trip trade,

the junior Crewmember shall be displaced and may be reassigned in accordance with Section J.7. of this Article.

- f. If two (2) Crewmembers, both of whom are age sixty (60) or above, cannot be paired together because the Trip involved is International, the junior Crewmember may institute a trip trade prior to being displaced. If the junior Crewmember does not submit a trip trade to crew scheduling, or is not successful in obtaining a trip trade, the junior Crewmember shall be displaced and may be reassigned in accordance with Section J.7. of this Article.
2. Schedule changes may need to be made in the course of normal business operations as the market dictates. The Company shall, as part of the bid package, publish a notice of proposed schedule change(s) for the subject bid period. Any addition, change, or removal of a city(s) and or aircraft from revenue service shall be considered a schedule change.. This notice shall include the specific aircraft type(s), city(s) and the date(s) for the proposed change(s). The renumbering of trip pairings/flight numbers shall not constitute a schedule change provided no other changes are made to that trip pairing/flight. A published schedule change shall have the Crewmembers follow the change(s) as shown in the bid package provided no contractual or FAR illegality arises. If such contractual or FAA illegality issues arise, the Crewmember may be reassigned in accordance with Section J. of this Article.
3. An unpublished schedule change(s) occurs when there is any addition, change, or removal of a city(s) and or aircraft from revenue service for the remainder of the bid period because of a change to the Company's route structure, not published as part of the bid package(s). Crewmembers affected by an unpublished schedule change shall be displaced from the affected Trip(s) and may be reassigned in accordance with Section J. of this Article.
4. Should a published or unpublished schedule change in an intermediate stop(s), to Departure/Arrival time(s), or destination that affects FAR or contractual requirements make either the preceding or following Trip(s) illegal, scheduling shall displace the Crewmember(s) from the changed Trips(s) and may reassign the Crewmember(s) in accordance with Section J. of this Article.
5. The Company shall advise a Crewmember of a Displacement as soon as the need for the Displacement is known. Such notification shall include but not be limited to:

- a. A message in the remarks section of the flight release for the affected Crewmember's next flight advising the affected Crewmember to contact crew scheduling; and
  - b. A message at the Crewmember's layover lodging point advising the affected crewmember to contact crew scheduling; and
  - c. A phone call to the Crewmember at his place of residence as soon as the need for the displacement is known.
6. A Crewmember may be displaced solely due to a major weather emergency (i.e. hurricane, blizzard) at a Domicile airport. Crewmembers displaced under this provision may be reassigned under Section J.5. of this Article.
  7. A Crewmember shall not be displaced from his scheduled trip on a weekend or a holiday under the provisions of Section I.1.a. or b., of this Article without the Crewmembers consent.
  8. The Company may displace a Crewmember from his Trip(s) in order to attend a meeting/hearing as described in Articles 5 and/or 6, of this Agreement. Once displaced from his Trip(s,) under the provisions of this paragraph, the Crewmember may only be reassigned to the Trip(s) he was displaced from.
  9. Should a Crewmember have his partner in a contingency or split trip trade displaced, he shall be given must ride status on Company aircraft to his Domicile for the purpose of reporting for the scheduled assignment.

## **SECTION J. REASSIGNMENT**

1. Crewmember(s) reassignments shall only be made in accordance with the provisions of this Section and only to a Crewmember(s) who has been displaced from scheduled, rescheduled, awarded, assigned, reassigned Trip(s) in accordance with Section I. of this Article. A Crewmember(s) shall receive pay or pay credit for the greater of any Trip(s) originally scheduled, rescheduled, awarded, assigned, reassigned or flown on a Work Day Reassignments shall not include reserve duty without the Crewmember's consent.
2. When a Crewmember is eligible for a reassignment he shall be assigned a Trip(s) from DOF, that is available at the time the Displacement is known, and/or a Flex Day(s). Reassignments shall only be made on the Work Day(s) from which the displaced Trip(s) was removed. A replacement Trip(s) from DOF shall not make the Crewmember illegal, either contractually or by the FARs, for a preceding or following Trip,

or violate the provisions of Section Q. of this Article. If a Flex Day(s) is assigned in lieu of a reassignment Trip(s) from DOF, the awarding/assigning of a Trip(s) on that Flex Day(s) shall be in accordance with Section G. of this Article. If at the time the Displacement is known there is insufficient time to give the proper notice, as required in Section G.2. of this Article, and there is no Trip in DOF, the Crewmember shall be free from duty until his next assignment.

3. Any reassignment of a Crewmember who is free from duty (released), unless such assignment is to the Crewmember's original Trip, shall be made in accordance with Section M. of this Article and shall be considered an emergency assignment.
4. If it was necessary to displace a High Minimum Captain (HMC) in accordance with Section I.1.d. of this Article, the following procedures shall be utilized:
  - a. Time permitting (e.g., two (2) or more hours to scheduled report time) a qualified Off Premise Reserve Crewmember shall be called to cover the flight. The HMC will assume the Off Premise Reserve's position and subsequent duties until such time the weather allows the Crewmembers to resume their respective schedules. If time does not permit or there is no qualified Off Premise Reserve; then,
  - b. An On Premise Reserve (OPR) shall be assigned to the flight which was scheduled to be flown by the HMC. The HMC will assume the OPR position and subsequent duties until such time the weather allows the Crewmembers to resume their respective schedules. If there is no qualified OPR; then
  - c. The most junior qualified Captain flying available shall be displaced, (this displacement shall be considered to be in compliance with Section I. of this Article), and reassigned to the HMC's Flight. The HMC shall be reassigned to the most junior Captain's Flight. The Crewmember(s) shall resume their respective schedules as soon as the weather permits. The crewmembers shall be compensated in accordance with Article 19, Section M.7., of this Agreement [credit for sched/act/greater];
  - d. The above HMC displacement/reassignment shall only take place if:
    - 1) The aircraft assigned to the flight is equipped to utilize the lower minima of the reassigned Captain.

- 2) The required equipment for the lower minima must be installed and operational at the destination airport(s).
5. A Crewmember(s) displaced under the conditions of Section I.6. of this Article (Displacement(s) due to a major weather emergency at a Domicile airport) may be reassigned. Such reassignment shall be done in accordance with this paragraph. Whenever a Crewmember receives a reassignment under this paragraph, he shall be returned to his previously awarded or assigned schedule at the first possible opportunity following the completion of the reassignment (i.e. the first time the displaced Crewmember is in position, with required crew rest, to assume his previous schedule following the completion of the reassignment). If the Company fails to return a Crewmember to his previously awarded or assigned schedule at the first possible opportunity following the completion of such reassignment, all Trip(s) performed by the Crewmember thereafter shall be considered an Emergency Assignment under Article 13.M. until the Crewmember is returned to his previously awarded or assigned schedule. Reassignments made under the provisions of this paragraph that would extend into a Crewmember's Day(s) Off shall be made in accordance with Section M. of this Article. If a Crewmember is released because of a major weather emergency at a Domicile, he may be reassigned to his original Trip; otherwise, he shall be free from duty until his next assignment. If a Crewmember is released and his displaced Trip covers more than one (1) Work Day the subsequent Work Day(s) covered by the displaced Trip become Flex Day(s) and will be handled in accordance with Section G. of this Article.
6. Mechanical breakdown
- a. A Crewmember(s) who has a mechanical breakdown of the aircraft under the Crewmember's operational control, out of his Domicile, shall, at the Company's discretion, either:
    - 1) Be reassigned to stay with his aircraft until the aircraft can be returned to service; or
    - 2) Be returned to the Crewmember's Domicile or his awarded/assigned schedule by deadheading on Company aircraft or commercial airline ticket.
  - b. A Crewmember(s) who has a mechanical breakdown of the aircraft under that Crewmember's operational control, out of Domicile, who is not returned to his Domicile or place of residence on a Day(s) Off shall be deemed to

have been assigned under the provisions of Article 13, Section M. of this Agreement for any portion of a Day(s) Off that is violated.

- c. A Crewmember(s) assigned to deadhead travel on Company aircraft which has a mechanical breakdown and is not returned to his Domicile, or place of residence on a Day(s) Off shall be deemed to have been assigned under the provisions of Article 13, Section M. of this Agreement for any portion of a Day(s) Off that is violated.
7. If it was necessary to displace a Crewmember in accordance with Section I.1.e. and/or Section I.1.f. of this Article the following procedures shall be utilized:
- a. Time permitting (e.g., two (2) or more hours to scheduled report time) a qualified Off Premise Reserve crewmember shall be called to cover the flight. The displaced junior Crewmember shall assume the duties of the Off Premise Reserve who replaced him until such time as the affected Crewmembers can resume their own duties. If time does not permit or there is no qualified Off Premise Reserve; then
  - b. An On Premise Reserve (OPR) shall be assigned to the Flight which was scheduled to be flown by the displaced junior Crewmember. The displaced Junior Crewmember will assume the OPR position and subsequent duties until such time that the affected Crewmembers can resume their respective schedules. If there is no qualified OPR; then
  - c. The most junior qualified Crewmember on duty at the same Domicile shall be displaced, (this displacement shall be considered to in accordance with Section I. of this Article), and reassigned to the Flight of the Crewmember affected by the conflict. The Crewmember affected by the conflict shall be reassigned to the junior qualified Crewmember's flight until such time as the Crewmembers can resume their own duties. The Crewmembers shall be compensated in accordance with Article 19, Section M.7., of this Agreement [credit for sched/act/greater].

## **SECTION K. REPORTING FOR DUTY**

For Domestic Operations, it shall be the responsibility of a Crewmember to report for duty not later than one (1) hour prior to scheduled departure time. For International Operations it shall be the responsibility of a crewmember to report for duty not later than

one and one-half (1.5) hours prior to scheduled departure time or as otherwise indicated on the bid package. If the crewmember is unable to report for duty when required, the crewmember shall notify the Chief Pilot or his designee as far in advance as possible, giving the reason for his inability to report for duty when required.

#### **SECTION L. TRIP TRADES**

1. Trades between Crewmembers with Trip(s) or between Crewmembers with Flex Day(s) or between Crewmembers with Reserve Day(s) must be in writing to the Crew Scheduler on the appropriate Company form and must be received at least two (2) business days prior to the first affected Work Day. Trades shall be processed and returned by crew scheduling within one (1) business day of receipt by crew scheduling. Trades which make a crewmember illegal under FAR, or violate the parameters contained in Section Q. of this Article, shall not be approved. Trades will not be permitted which cost the Company additional compensation, or affect future scheduling. A Trip trade shall be considered to affect future scheduling if it interferes with a Crewmember's preceding or subsequent Trip (already on the Crewmember's Line of Time), or, in the case of a trade involving a Crewmember with reserve, reduces the amount of reserve coverage, or capabilities of the reserves. All other trades shall be approved. Once a Trip trade has been approved, the responsibility for crewing the affected flight rests with the Crewmember accepting the flight. Last minute Trip trades, (a trade shall be considered last minute when the assigned equipment scheduler has not been given the opportunity to review the trade), must be submitted and confirmed by the affected Crewmember(s) and approved by Crew Scheduling at least one (1) hour and thirty (30) minutes prior to the sign in time for the first involved Trip. This one (1) hour and thirty (30) minute restriction may be waived at the discretion of Crew Scheduling. Should the Company make a last minute alteration to a Crewmember's schedule or assignment to a Crewmember on reserve, the affected Crewmember(s) shall be allowed last minute trip trades provided that no flight delay will occur. Trades may be made for a flight or series of flights; Crewmember(s) shall be allowed to file Split Trades, and Contingency Trades.
2. Trades between Crewmembers with a Trip(s), a Flex Day(s) and/or a Reserve Day(s):



- a. Reserve coverage before trade effective (i.e., before sign in time):
  - 1) Trip trades between a Crewmember(s) with reserve on the day prior to the trade, and all other Crewmembers, (including other Crewmembers with reserve on the day prior to the trade shall be approved with the caveat that should the Crewmember(s) with reserve on the day prior to the trade be used for an assignment(s) that would conflict with his crew rest before the traded Trip, or conflict with the Trip itself, that trade may be canceled and all parties notified of the cancellation of their trade and their responsibility for the original assignments.
  - 2) Last-minute trades between Crewmember(s) on a reserve Work Day and Crewmember(s) not on a reserve Work Day may be denied if there are no off-premise reserves and the duty time of the new reserve is less than that of the current reserve.
- b. Reserve coverage after Trip trade is in effect:
  - 1) The concept of trading with a Crewmember(s), who has reserve on the Work Day(s) of the trade, should be viewed as a coupling of duties and responsibilities. The two trading partners shall become coupled when the trade becomes effective and shall remain coupled to their partner's duties until a switch back to their own line of time can occur.
  - 2) The new Crewmember with the reserve Work Day(s), if he is the last Crewmember available, not including a Crewmember with a reserve Work Day scheduled for a day(s) off, can be assigned duty that will conflict with his next assigned Trip. The original Crewmember with the reserve Work Day(s), now flying a traded trip, will remain on his trading partner's assigned Line of Time for the additional time including scheduled Day(s) Off. As soon as there is no conflict with reserve coverage, the two involved individuals will resume their assigned duties.
  - 3) The two involved Crewmembers shall be returned to their original assignments within sixteen (16) hours of the end of the conflicting assignments.
  - 4) When trading for reserve Work Day(s) duty, the Crewmember not on reserve Work Day(s) must be ready to assume any and all contractually legal

assignments associated with that duty and see them through to completion.

3. Suspension of Trip Trades

- a. The Company may temporarily suspend the processing of crewmember trip trades at each Domicile in the event a major weather emergency (i.e. hurricane, blizzard) exists or is forecast to exist at the Domicile at which the trip trades are being suspended.
  - b. The decision to suspend the processing of trip trades shall be made only at the Senior Vice President of Flight Operations level or above based on information provided by the National Weather Service office (or equivalent where the Domicile is located outside the contiguous forty-eight (48) United States) located nearest the Domicile where the major weather emergency exists or is forecast to exist and Flight Control.
  - c. The Company shall contact the Union President or his designated representative to discuss the necessity for the suspension of trip trades. The Union President or his designee must agree to the suspension of trip trades before the suspension of trip trades can be implemented. Agreement by the Union President or his designee shall not be unreasonably withheld.
  - d. Trip trades already processed and approved at the time of trip trade suspension shall remain in effect.
  - e. In the event the major weather emergency that prompted the suspension of trip trades does not occur or is not as severe as predicted, then the Company's Chief Pilot on duty or the Company's night duty officer, after consulting with Flight Control and the Company's contingency controller, shall contact the Senior Vice President of Flight Operations to obtain permission to cancel the suspension of trip trades. If the attempt to contact the Vice President of Flight Operations is unsuccessful, the Chief Pilot on duty or the Company's night duty officer shall have the authority to cancel the suspension of trip trades. The notice of resumption of the processing and approving of trip trades shall be provided to the Crewmembers in the same manner as the original notice of the suspension of the processing and approving of trip trades.
4. Trades will not be approved that increase costs to the Company e.g. airline commercial positioning costs, etc.

## **SECTION M. EMERGENCY COVERAGE**

1. If the Company's Crewmember requirements are not met through the provisions of the "Order of call up", (i.e., reserves) or Flex Days), the Company may assign emergency replacement Crewmember(s).
2. Each Crewmember shall only be given emergency replacement assignments on six (6) days per Calendar Year except as provided in Section M.5., of this Article. If this Agreement becomes effective after February of any Calendar Year, the number of emergency replacement assignments given to any Crewmember, in a Calendar Year, shall be based on the number of full months remaining in the Calendar Year compared to a total of twelve (12) months.
3. Emergency replacements shall be assigned in reverse order of seniority from within the same Domicile as the emergency assignment Trip, to the most junior Crewmember available when the need is known, who can take the Trip without causing delay of the scheduled departure, provided that such assignment does not exceed the maximum as provided in Section M.2., of this Article. When making this emergency replacement assignment(s) crew scheduling will use the reverse order of seniority starting with Crewmembers who have not received an emergency replacement assignment in the current Calendar Year. If the Company cannot meet its emergency assignment requirements with Crewmembers who have not been previously given an emergency assignment, the Company shall then start over from the bottom of the seniority list from within the same Domicile as the emergency assignment trip, and make the emergency replacement assignment in reverse order of seniority to the most junior Crewmember available when the need is known, who can take the Trip without causing delay of the scheduled departure, provided that such assignment does not exceed the maximum as provided in Section M.2., of this Article, who has only been given an emergency replacement assignment on one (1) day in the current Calendar Year. This process shall continue using Crewmembers who have been given an emergency replacement assignment(s) on two (2) days, then three (3) days, then four (4) days, then five (5) days, until all the emergency replacements assignments have been assigned or, no Crewmember is available from within the same Domicile as the emergency replacement assignment or, no Crewmember within the same Domicile can be assigned the emergency replacement Trip without exceeding the limitation as provided

in Section M.2., of this Article.

4. In the unlikely event the Company is not able to assign an emergency assignment with a Crewmember from the same Domicile as the emergency assignment Trip per Section M.3., of this Article, and the Company still has an emergency assignment requirement, the Company shall then assign an emergency replacement by reverse order of system seniority to the most junior Crewmember available when the need is known, who can take the assignment without causing delay of the scheduled departure, provided that such assignment does not exceed the maximum as provided in Section M.2., of this Article. The same procedure as provided in Section M.3. shall be utilized except instead of using reverse order of seniority within the Domicile of the emergency assignment the Company shall use reverse order of system seniority.
5. If no Crewmember is available who can complete the emergency assignment without exceeding the Section M.2. limit, the Company may, under the provisions of Section M.1., of this Article, assign a Crewmember to a duty that exceeds the Section M.2. limits, provided that the Crewmember is granted one (1) Day(s) Off, at a later date, for each day of emergency assignments that exceeded the Section M.2 limit. In addition to the restoration of Day(s) Off, the Crewmember shall be compensated in accordance with Article 19, on top of their monthly guarantees for that Bid Period. All restored Day(s) Off shall be granted during the same bid period as the emergency assignment was accomplished, unless the Crewmember has an insufficient number of Work Day(s) remaining in that bid period. If a Crewmember was unable to restore all the Day(s) Off required due to emergency assignments in the same bid period they were accomplished because of an insufficient number of Work Day(s) remaining in that bid period, the Crewmember shall have the remaining Day(s) Off restored in the following bid period. For every restored Day(s) Off requirement carried over into the subsequent bid period, the Crewmember's minimum Day(s) Off requirement will be raised on a one for one basis, (e.g. a Crewmember who has two (2) Work Days dropped in the subsequent bid period due to exceeding the limitation for emergency assignments from the previous bid period, shall now have a minimum of fifteen (15) Days Off.) The selected Work Day(s) that are dropped due to the provisions of this Section shall be at the discretion of the Crewmember. If a Crewmember does not have a Work Day or enough Work Day(s) scheduled within the bid period of the emergency

assignment and the subsequent bid period in order to restore the required Day(s) Off pursuant to this Section, the Crewmember shall be compensated in accordance with Article 19, Section M.3., of this Agreement for the required day(s) that still needs to be restored in addition to their monthly guarantees for that bid period and any other additional compensation required under this Section of the Agreement. The Company shall not offer and the Crewmember shall not accept pay in lieu of a getting a Day(s) Off restored except under the conditions described in this Section. Restored Days Off are not considered inviolate days.

6. Crewmembers assigned under the emergency replacement provisions of this Section, except as provided in Section M.5., of this Article, shall be compensated in accordance with Article 19, of this Agreement, in addition to their monthly guarantees for that bid period.
7. A Crewmember receiving an emergency assignment shall be entitled to sixteen (16) hours of rest before being required to transition from Daytime Operations to Nighttime Operations, or vice versa, prior to reporting for the emergency assignment and for a subsequent assignment following the emergency assignment. If there is no available Crewmember who can perform the emergency assignment without transitioning from Daytime Operations to Nighttime Operations, or vice versa, with a sixteen (16) hour rest between such assignments, the available junior Crewmember with less than sixteen (16) hours, but with a rest period most closely approaching sixteen (16) hours, may be emergency assigned to transition from Daytime Operations to Nighttime Operations, or vice versa, with less than sixteen (16) hours of rest before reporting for the emergency assignment provided that:
  - a. The Crewmember received at least twelve (12) hours of rest from his prior assignment; and
  - b. The Crewmember shall receive at least sixteen (16) hours of rest no later than the return to their Domicile (i.e., the rest can occur during a layover or upon return to Domicile).
8. Emergency assignment Trip(s) shall be assigned after the DOF award list is posted. Except as indicated in paragraph b., below, the Company shall not contact a Crewmember for an emergency assignment earlier than;
  - a. thirty six hours prior to the report time for the Trip;

- b. The Company may contact a crewmember for an emergency assignment no earlier than five (5) calendar days prior to the trip involved, provided that
  - 1) At the time of assignment, there are one (1) or fewer available Crewmembers with either a Flex Day(s) or a reserve Work Day(s) than the number of Trips that remain uncovered in DOF within the Work Day(s) in which the Trip occurs; and
  - 2) The number of Crewmembers who may be given an emergency assignment is no greater than the number that reduces to one (1) the difference between the number of Crewmembers with a Flex Day added to the available Crewmembers with a reserve Work Day and the number of uncovered Trip(s) in DOF on that Work Day(s).

**Example:** On Monday morning a crew scheduler looks ahead to the following Saturday morning operation to determine whether Crewmembers may be contacted for a Saturday emergency assignment, (by Domicile, equipment type and seat position). The crew scheduler must look at the master crew schedule to see how many Crewmembers have a scheduled reserve Work Day or a scheduled Flex Day remaining on Saturday. The scheduler then must look at the list of available DOF Trips for Saturday. Once that information is known, the scheduler determines if the number of DOF Trips available on Saturday is the same or more than the number of Crewmembers on a reserve Work Day or Flex Day on Saturday. If the number of Crewmembers with a reserve Work Day and/or Flex Day remaining on Saturday is five (5) and the number of DOF Trips available is seven (7), the crew scheduler can assign emergency assignment Trips from DOF until the number of DOF Trips remaining is four (4) or greater. In this case a maximum of three (3) DOF Trips may be emergency assigned.

- c. A Crewmember assigned in advance under paragraph b., above, shall have the following options:
  - 1) Advise the crew scheduler at the time of assignment that he wishes to keep the assignment; or
  - 2) Advise the crew scheduler to maintain the Trip in DOF for bid by a qualified Crewmember. Should the Trip

subsequently be bid by a qualified Crewmember or bid/assigned to a Crewmember with a Flex Day, or assigned to a Crewmember on a reserve Work Day, the Crewmember originally assigned the Trip shall not be responsible for that emergency assignment, but shall be paid as per Article 19, Section E.4., of this Agreement. In this instance, the emergency assignment shall not count towards the limits contained in Section M.2. of this Article for the originally assigned Crewmember. Once this Trip is awarded/assigned to another Crewmember crew scheduling shall contact the originally assigned Crewmember and advise him the Trip has been covered by another Crewmember. Should the trip not be awarded or assigned to another Crewmember, the originally assigned Crewmember shall be responsible for the Trip and be compensated in accordance with Article 19, and the emergency assignment shall count towards the limits contained in Section M.2. of this Article.

9. If a Crewmember is given an emergency replacement assignment that begins and/or ends in a different location than the Crewmember's Domicile, the Company shall provide transportation to and from, either the Crewmember's residence and/or Domicile, at the Crewmember's discretion, for his commute to the location(s) from which the emergency assignment begins and ends.

#### **SECTION N. END OF BID PERIOD SCHEDULE CONFLICT**

1. When a duty period falls so that it is in each of two (2) bid periods, the overlap shall be considered to fall within the second bid period. Should such duty block or flight assignments fall on a previously scheduled Day(s) Off, they shall be considered as additional duty days and paid in accordance with Article 19 of this Agreement.
2. Should a crewmember be illegal or out of position for a trip sequence in his next bid period and the loss of such Trip(s) reduces the number of Work Days for which he would be scheduled to work below that published in his awarded Line of Time, his base salary shall not be affected. Work Day(s) that have Trip(s) dropped due to this conflict shall have a Flex Day(s) assigned on them, and be handled in accordance with Section G. of this Article. The crewmember shall not be credited for any hours dropped from his line due to an end of

bid period schedule conflict.

#### **SECTION O. DAILY OPEN FLYING**

1. Each month after Open Flying has been awarded in accordance with the provisions of Section E. of this Article the Company shall include any remaining Open Flying Trips for the following bid period in the Daily Open Flying (DOF) bid by Domicile.
2. The Company shall maintain a Daily Open Flying (DOF) bid. The DOF bid shall contain any Open Flying Trip(s), ("R4" assignments are considered a Trip for the purposes of Open Flying), for the subject month. The DOF process shall be administered in accordance with the following:
  - a. The DOF bid list shall be posted on the Flight department bulletin boards in each Domicile, Flight Department web site, Company scheduling phone hot line, and distributed through other mutually agreeable electronic media on a daily basis.
  - b. The DOF bid shall close daily at 0900 local Domicile time and be awarded by 1200 local Domicile time for any assignment which has a report time after 0001 local Domicile time the second (2<sup>nd</sup>) day after the DOF closing date, or 0001 local Domicile time the next day after the DOF closing date for awards or assignments on Flex Day(s) not occurring on the first day of a Block of Work Day(s).
  - c. Crewmembers may submit a bid for unassigned Open Flying on the DOF bid list. DOF shall be awarded/assigned in the following order:
    - 1) By seniority within the Domicile of the DOF assignment(s) to:
      - a. a Crewmember who has a Flex Day(s) on his Line of Time in order to satisfy the Flex Day(s) requirement in accordance with Section G. of this Article.
      - b. a Crewmember who requires a Training Failure Make-Up Trip.
    - 2) Crew scheduling may assign a Trip(s) on a Flex Day(s) to a Crewmember that fails to bid a Trip(s) to fulfill a Flex Day(s) requirement. The Trip(s) must be from the same Domicile as the Crewmember in accordance with Section G. of this Article.



- 3) By seniority within the Domicile of the DOF assignment(s), Crew scheduling may award DOF to a Crewmember who wishes to pick up additional flying (days and/or hours) on a previously scheduled Work Day(s) or Off Day(s). DOF shall not be awarded if it makes the Crewmember illegal, for a preceding or following Trip, or violates the provisions of Section Q. of this Article. Once a Crewmember has been awarded twenty-three (23) credit hours or more of Open Flying/DOF Trip(s), (not including Flex Day(s) awards/assignments or vacation sell back), he shall be bypassed for additional DOF awards. If no other Crewmembers, within the same Domicile, with less than twenty-three (23) awarded hours or more of awarded Open flying/DOF Trip(s), (not including Flex Day(s) awards/assignments or vacation sell back), bid for a Trip then it shall be awarded by seniority, within the Domicile, without regards to the twenty-three (23) hour bypass requirement.
  - 4) By system seniority, Crew scheduling may award a DOF assignment(s) to a Crewmember who wishes to pick up additional flying (days and/or hours) on a previously scheduled Work Day(s) or Off Day(s). DOF shall not be awarded if it makes the Crewmember illegal, for a preceding or following Trip, or violates the provisions of Section Q. of this Article. Once a Crewmember has been awarded twenty-three (23) credit hours or more of Open Flying/DOF Trip(s), (not including Flex Day(s) awards/assignments or vacation sell back), he shall be bypassed for additional DOF awards. If no other Crewmembers with less than twenty-three (23) awarded hours or more of awarded Open flying/DOF Trip(s), (not including Flex Day(s) awards/assignments or vacation sell back), bid for a Trip then it shall be awarded by system seniority without regards to the twenty-three (23) hour bypass requirement. If a Crewmember is awarded a DOF Trip(s) in another Domicile it is the responsibility of the Crewmember to get to and from the Domicile from which the Trip begins.
- d. If the Crewmember awarded/assigned a DOF Trip, (whether or not the award/assignment is on a Flex Day(s)), is on a flight assignment, the Crewmember shall be notified of his DOF award/assignment by the following methods:

- 1) a message in the remarks section of the flight release for his Flight to contact crew scheduling; and
  - 2) a message left at the Crewmember's layover lodging point advising the Crewmember to contact crew scheduling;
  - 3) a message to the Crewmember once his next flight blocks in to contact crew scheduling.
  - 4) Once notified, the Crewmember shall be responsible for the Trip.
- e. DOF bids shall not be awarded if the assignment makes the Crewmember illegal, for a preceding or following Trip, or violate the provisions of Section Q. of this Article.
  - f. A Crewmember who has a reserve Work Day on the day immediately following a DOF Trip for which he bid, may not be awarded that Trip if it does not allow the Crewmember to fully perform his reserve duties on the reserve Work Day. For example, a Crewmember with a reserve Work Day, may not be awarded a thirty-six (36) hour Trip, or a Trip that exceeds eight (8) flight hours, for two (2) pilot crews, and twelve, (12) flight hours, for three (3) pilot crews, in a twenty-four (24) hour period, on the day prior to a reserve Work Day.
  - g. The DOF award list shall be posted by 1200 local Domicile time daily on the Flight department bulletin boards in each Domicile, Flight Department web site, Company scheduling phone hot line, the Open Flying Awards book in each Domicile and distributed through other mutually agreeable electronic media.
  - h. Assignments will be added to DOF on a daily basis, as required.
3. Crewmembers may submit to crew scheduling a trip trade request for unassigned Open Flying Trips. Requests submitted to crew scheduling shall be processed the day they were submitted on a seniority basis after DOF has been awarded.
  4. After the DOF award list is posted crew scheduling may assign any Trips that are still available in DOF, that begin prior to 2359 local Domicile time the day after the DOF bid closed, or become open after the DOF bid closed, that begin prior to 2359 local Domicile time the day after the DOF bid closed, to Crewmembers who have a reserve Work Day(s) or Management Crewmembers in accordance with Article 4.

5. Emergency assignments shall be assigned after the DOF award list is posted. Except for the provisions of Section M.7.b. of this Article, the Company shall not contact a Crewmember for an emergency assignment earlier than thirty-six (36) hours prior to the report time for the Trip.

## **SECTION P. OUT OF DOMICILE AIRPORT RESERVE**

1. The Company may assign reserve duty for Crewmembers on reserve Work Day(s) at locations other than their own Domicile. These assignments shall be designated as "R4" on the Master Crew Schedule. Lines made up of "R4" assignments shall be constructed in accordance with Article 13, Section D.4., of this Agreement. All known "R4" assignments, at the time of schedule preparation, shall be shown on the bid package Master Crew Schedule. "R4" assignments shall be considered a Trip for the purpose of Line of Time construction and Open Flying/DOF.
2. Crewmember(s) may be assigned from another reserve status or on a Flex Day(s) to an "R4" assignment at any time during the bid month.
3. The "R4" duty period shall begin at a time determined necessary by the Company. During such duty period the Crewmember shall be available to receive an assignment from the Company via telephone or telephone pager. The Company shall provide each crewmember on an "R4" assignment with a telephone pager suitable for the city in which the "R4" assignment is to be served for the duration of such assignment. Such duty period shall not exceed twelve and one-half (12.5) hours unless the Crewmember receives a flight assignment. The start time for these duty periods will be published in the Master crew schedule (bid) each month. This time may vary from one city to another depending upon the Company's operational needs; however, it will not vary from day to day during the month in a specific city.
4. "R4" assignments may include "On Airport" duty for up to eight (8) hours during the period of time that the Crewmember is responsible for being available for an assignment. This time shall be determined by the Company depending upon the Company's operational needs and shall be published in the Master crew schedule (bid) each month. This time may vary from one city to another depending upon the Company's operational needs; however, it will not vary from day to day during the month in a specific city. This duty is for the purpose of an immediate response to protect system integrity.

Crewmember(s) assigned to "On Airport" duty shall be provided with suitable accommodations in accordance with Article 20 at the airport. In the event the Company's on airport facility does not have suitable accommodations Crewmembers shall be permitted to serve their "On Airport" duty from the nearest suitable hotel. These accommodations shall be reviewed and mutually agreed upon with the Company by the Union Housing Committee.

5. Crewmember(s) assigned to "R4" duty shall be provided with hotel accommodations at the airport to which he or she is assigned, and transportation to and from the assignments.
6. When not assigned to "On Airport" duty, the "R4" Crewmember(s) must be within one (1) hour via ground transportation under any road and/or weather condition that can reasonably be expected to exist, from the airport to which he is assigned during the time period which he must be available to accept an assignment.
7. When a crewmember is released from "On Airport" duty, he shall be free of all duty with the Company until his next scheduled report time.
8. "R4" duty shall be considered a flight assignment and shall be compensated in accordance with Article 19, Section M.4. of this Agreement, or if upgraded to "On Airport" duty Article 19, Section M.6. of this Agreement.
9. "R4" block assignments which become open shall be considered Open Time and made available for bid through Open Flying/DOF.

#### **SECTION Q. SCHEDULING PARAMETERS, OPEN TIME AWARDS/TRIP TRADES**

Open Flying time and DOF shall be awarded and trip trades shall be approved providing the following parameters are met:

1. Maximum continuous duty time for the Trip in question shall not be scheduled or planned in excess of fifteen (15) hours.
2. Maximum flight time shall not be scheduled or planned in excess of seven and one-half (7.5) for two (2) pilot crews and eleven and one-half (11.5) hours for three (3) pilot crews, unless at the completion of the affected Duty Period:
  - a. The Crewmember's Trip scheduled for a layover of at least); sixteen (16) hours for two (2) pilot crews or twenty (20) hours for three (3) pilot crews, or

- b. The Crewmember will be going into Day(s) Off at the completion of the Trip.

## **SECTION R. SCHEDULING IRREGULARITIES**

1. Bid award errors, discovered after the line awards are announced and prior to 2200 hours GMT time the next business day, shall be corrected by scheduling and re-awarded by seniority from the affected Crewmember down.
2. Errors in bid awards discovered after award packages are distributed shall be corrected as follows:
  - a. Double scheduled Trip(s) or Line(s) of Time: The senior Crewmember shall fly the Trip(s) awarded. The junior Crewmember shall be assigned a Trip(s) from Open Flying within twenty-four (24) hours of discovering the error. Trips shall only be assigned on the days previously scheduled (i.e., on the days on which the conflict existed) in a single block of consecutive days on duty. No isolated Work days or Day(s) Off shall result from the reassignment. If Trips are reassigned to the junior Crewmember, he will receive flight pay credit for the original awarded or reassigned Trip, whichever is greater. All reassignments made under this subparagraph shall be in accordance with the scheduling parameters contained in this Agreement.
  - b. Double scheduled Open Flying Trip(s):
    - 1) If the junior Crewmember indicated he would fly any available Trip on his Open Flying bid form and a Trip is available, the senior crewmember will fly the awarded Trip and the junior Crewmember shall be awarded the available Open Trip. The junior Crewmember shall be paid the greater of the original or newly assigned trip.
    - 2) If the junior Crewmember indicated he would fly any available Trip on his Open Flying bid form but no Open Trip is available and any Trip the junior Crewmember bid was awarded to someone below the junior Crewmember, the senior Crewmember shall be offered his choice of being off or flying the Trip. If the senior Crewmember elects to fly the Trip, the junior Crewmember shall be off and both Crewmember(s) shall be paid for the Trip. If the senior Crewmember elects to be off, the junior Crewmember shall fly the Trip and both Crewmembers shall be paid for the Trip.

- 3) If any Trip the junior Crewmember bid was awarded to someone below the junior Crewmember, the senior Crewmember shall be offered his choice of being off or flying the Trip. If the senior Crewmember elects to fly the Trip, the junior Crewmember shall be off, and both Crewmember(s) shall be paid for the Trip. If the senior Crewmember elects to be off the junior Crewmember shall fly the Trip and both Crewmember(s) shall be paid for the Trip.
- 4) If no Trip the junior Crewmember bid was awarded to someone below the junior Crewmember and the junior Crewmember did not indicate he would accept any available Trip, the junior Crewmember shall be off and shall not be paid.

**SECTION S. "A"/"B" SCHEDULES**

1. The Company shall not construct schedules with day operations and night operations to the same city so as to eliminate layovers in that city and cause all layovers to occur in Domicile as it relates to the overnight/daytime hub and spoke operation (eg. DHL/TNT/BAX Global).
2. Example of "A"/"B" type schedules:

<b>"A" Schedule</b>	<b>Arrive</b>	<b>Destination</b>	<b>Depart</b>
	XXX	KILN	0200
	0400	KBOS	0600
	0800	KILN*	

<b>"B" Schedule</b>	<b>Arrive</b>	<b>Destination</b>	<b>Depart</b>
	XXX	KILN	1600
	1800	KBOS	2000
	2200	KILN**	

\* Crew into rest until 0100 the following morning, when the cycle repeats.

\*\* Crew into rest until 1500 the following afternoon, when the cycle repeats.

Note: No out of domicile layover for rest occurs on either the "A" or the "B" schedule.

**SECTION T. TRIP(S) DROP AND FLIGHT CREDIT BANK**

1. Crewmembers shall be allowed to drop Work Day(s)/Trip(s) as

set forth in this Section during any bid period.

2. Crew scheduling shall establish and maintain a Flight Credit Bank (FCB) for each Crewmember.
  - a. The purpose of the FCB is to accurately record the hourly credits owed by the Crewmember to the Company for Work Day(s)/Trips dropped (negative balance) and hourly credits owed by the Company to the Crewmember (positive balance).
  - b. For the purpose of this Section, a Work Day(s)/Trip(s) dropped from a Crewmember's schedule shall be valued at a minimum of four and one-half (4.5) hours per Work Day or the scheduled flight time whichever is greater. In no case shall actual flight time be used
  - c. A Crewmember may maintain a negative hourly credit balance in his FCB account up to a maximum of twenty-five (25) hours. Once a Crewmember reaches the maximum allowable negative balance he shall not be permitted to drop any further Work Day(s)/Trip(s) until he reduces his negative balance enough to permit a drop to occur without exceeding the twenty-five (25) hour limit.
  - d. A Crewmember may maintain a positive hourly balance in his FCB not to exceed a total of twenty-five (25) hours. A Crewmember may bank positive hourly credit by indicating all or a portion of those hours for which he would receive bonus pay (e.g. Open Flying, hours over the bid period cap, emergency assignment pay, etc.). A FCB balance may be maintained until reconciled in accordance with Section T.10. of this Article.
  - e. Crewmembers shall receive pay for all or a portion of a positive FCB balance by requesting payment for those hours with their monthly bonus pay report
  - f. The hourly credit of Work Day(s)/Trip(s) successfully dropped by a Crewmember will be posted to the Crewmember's FCB. These hours will be deducted from the positive balance or added to any negative balance that exists in the Crewmember's FCB.
  - g. If a Crewmember's awarded Line of Time exceeds the cap hours of credit and that Crewmember successfully drops a Work Day(s)/Trip(s) those hours above the cap which dropped will not be paid to the Crewmember or posted to the FCB as either a positive or negative balance.
3. Crewmembers shall notify crew scheduling of their desire to

drop a Work Day(s)/Trip(s) prior to 1600 UTC the second (2<sup>nd</sup>) business day following the posting of the bid awards. A Work Day(s)/Trip(s) drop request shall only be made to the Crewmember's awarded Line of Time. Crewmembers shall not be permitted to drop a Work Day(s)/Trip(s) if the proposed drop would exceed the maximum total negative balance permitted under this Section. All decisions will be based on the Crewmember's FCB balance at the time the drop is requested.

4. A Work Day(s)/Trip(s) which a Crewmember has notified crew scheduling he wishes to drop shall be placed into Initial Open Flying and shall be available to bid in accordance with Section E. of this Article.
5. A Crewmember who has proffered a Work Day(s)/Trip(s) for drop shall not bid Trip(s) in Open Flying nor shall he be awarded or assigned Trip(s) that would fall on the day immediately prior to or immediately after the proffered drop that, if awarded, would result in an FAR or contractual violation if the Work Day(s)/Trip(s) proffered for drop failed to drop.
6. At the close of the Open Flying bid a Work Day(s)/Trip(s) which Crewmembers desired to drop that were not awarded during the Open Flying bid may be placed in DOF. The total number of Work Days/Trips placed in DOF shall be equal to or less than forty percent (40%) of the remaining available Crewmember(s) with either a reserve Work Day or a Flex Day on the day the Trip(s) are scheduled to operate. These calculations shall be done individually for each equipment type and seat position in each Domicile. Those Work Day(s)/Trip(s) which can be placed in DOF without exceeding the forty percent (40%) limitation described in this paragraph shall be placed in DOF. (Note: all fractions of Work Day(s) shall be rounded down.)
7. If the total number of Work Day(s)/Trip(s) to be placed in DOF exceeds the allowable percentage of Work Day(s)/Trip(s) which can be placed in DOF on a given day the seniority of the Crewmember (i.e. senior first), by aircraft type and seat position in each Domicile, who wishes to drop a Work Day(s)/Trip(s) shall determine the order which Work Day(s)/Trip(s) get placed in DOF.
8. Those Work Day(s)/Trip(s) which a Crewmember requested to drop which are awarded to another Crewmember on the Open Flying bid award or which are placed in DOF have been successfully dropped. Crewmembers who have successfully dropped Work Day(s)/Trip(s) shall owe the Company for the



dropped Work Day(s)/Trip(s) as provided in this Section of the Agreement.

9. A Crewmember shall remain responsible for their requested dropped Work Day(s)/Trip(s) until it is either awarded to another Crewmember on the Open Flying bid award or placed into DOF. Crew Scheduling shall determine if sufficient reserve/Flex Day coverage exists to permit placing a dropped Work Day(s)/Trip(s) into DOF, in accordance with Section T.6. of this Article. This determination shall be made after the close of bids for Open Flying and prior to the Open Flying bid award being awarded. It shall be the Crewmember's responsibility to check with crew scheduling to determine if the requested drop was successful. Crew scheduling shall place a written notice in the Crewmember's Company mail slot with a corresponding notation on the scheduling web site informing the Crewmember(s) of his responsibility to crew the specific Work Day(s)/Trip(s) that did not drop under this Section. Crew scheduling shall also ensure the Work Day(s)/Trip(s) is restored to the Crewmember's Line of Time as shown in the scheduling computer system prior to the Open Flying bid award being awarded.
10. A Crewmember's Flight Credit Bank shall be reconciled as follows:
  - a. Crewmembers shall be required to pay back any negative FCB balance maintained by them:
    - 1) At the end of their probationary year;
    - 2) Prior to any pay scale change resulting from transition, upgrade, or downbid training taking effect; and
    - 3) Quarterly.
  - b. Quarterly reconciliation shall take place in January, April, July, and October for the preceding quarter.
  - c. Crewmember(s) having a negative balance in their FCB on the last day of each quarter, (March 31, June 30, September 30, December 31) shall have the hours from that negative balance deducted from the final paycheck in the following month.
  - d. A Crewmember shall be permitted to maintain a positive FCB balance through the quarterly FCB reconciliation. Crewmember(s) shall be paid part or all of any positive balance in their FCB per their request as part of the quarterly FCB reconciliation.

- e. A Crewmember shall not maintain a positive FCB balance through a pay scale change resulting from transition Training, upgrade Training, down bid Training, or the end of their probationary year. A Crewmember shall be paid any positive FCB balance for the purposes of this paragraph in the bonus check immediately prior to the pay scale change taking effect.
- f. Upon retirement, voluntary resignation, discharge (not reversed through the grievance/arbitration procedures), furlough (voluntary or involuntary), or other termination of a Crewmember's employment with the Company:
  - 1) Any positive balance shall be paid at the Crewmember's current rate of pay in his final paycheck.
  - 2) Any negative balance shall be deducted at the Crewmember's current rate of pay from his final paycheck.

#### **SECTION U. ADDITIONAL ASSIGNMENTS**

1. Crewmembers holding Regular Lines of Time or Consolidation Lines of Time, any Crewmember flying an Open Flying/ DOF Trip or any Crewmember on an Emergency Assignment may be assigned additional assignments only in accordance with the provisions of this Section.
2. Prior to being released for crew rest at his destination Layover City, a Crewmember may be notified and required to remain on duty for up to thirty (30) minutes after actual block in so that an additional flight assignment can be given to such Crewmember. If the Crewmember has not been given a flight assignment after thirty (30) minutes, he shall be released into crew rest.
3. In the event a major weather emergency (i.e. hurricane, blizzard) exists at the Crewmember's destination Layover City or is forecast to exist during the layover at the destination Layover City, the Company may request that the Crewmembers of the Flight check in with crew scheduling upon arrival at the destination Layover City and prior to release into crew rest. Upon check in, the Company, solely for the purpose of evacuating the crew and the aircraft, shall within thirty (30) minutes either give an additional flight assignment because of the major weather emergency or release the crew into crew rest. A Crewmember shall not be required to keep the Company advised of his whereabouts once released into

crew rest. If an additional Flight is assigned to the Crewmembers under this circumstance the Crewmembers shall receive pay/pay credit for the additional assignment, (scheduled/actual/greater), in addition to the entire original assignment, (scheduled/actual/greater).

# ARTICLE 14: DOMICILES

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## SECTION A. OPENING OF DOMICILES

1. The Company shall have the right to open or close a Domicile in accordance with the provisions of this Article.
2. No less than forty-five (45) days prior to the opening of an additional Domicile within the contiguous forty-eight (48) United States, the Company shall provide written notice to the Union of its decision to open such an additional Domicile. This written notice shall include the location, the amount and type of flying anticipated, the number and type of aircraft to be used, the number of vacancies in each equipment type and seat position, and other pertinent information which may be helpful or unique to the operation of the additional Domicile.
3. No less than ninety (90) days prior to the opening of an additional Domicile outside the contiguous forty-eight (48) United States, the Company shall provide written notice to the Union of its decision to open such an additional Domicile. This written notice shall include the location, the amount and type of flying anticipated, the number and type of aircraft to be used, the number of vacancies in each equipment type and seat position, and other pertinent information which may be helpful or unique to the operation of the additional Domicile. The Union and the Company may meet any time prior to and/or after the notice to open a Domicile outside the contiguous forty-eight (48) United States is given, to negotiate rates of pay, rules, working conditions, moving expenses and other items pertaining to the Domicile. If after ninety (90) days from the day the notice to open the Domicile is given, the Union and the Company have not come to agreement on the rates of pay, rules, working conditions, moving expenses and other items pertaining to the new Domicile outside the contiguous forty-eight (48) United States, the parties shall proceed to Arbitration for resolution. The Company may open the Domicile covered under this paragraph ninety (90) days after the notice required in this paragraph is given and either an agreement between the Union and Company on the rates of pay, rules, working conditions, moving expenses and other items pertaining to the Domicile is reached or the Arbitration testimony is complete.
4. The requirements for Domicile facilities in Article 20, Section C. shall apply to all Domiciles. Each Domicile designated by the Company shall operate a minimum number of aircraft and

maintain a minimum staffing level as follows:

- a. For Domiciles within the contiguous forty-eight (48) United States a minimum of two (2) aircraft and six (6) crews.
  - b. For Domiciles outside the contiguous forty-eight (48) United States a minimum of two (2) aircraft and ten (10) crews.
5. Any Domicile(s) opened prior to the date of ratification of this Agreement which does not meet the criteria of Section A.4. of this Article on the date of ratification shall be brought into compliance with all requirements listed in Section A.4. of this Article within sixty (60) days of ratification of this Agreement.
  6. If the Company fails to maintain the aircraft and staffing levels in Section A.4. of this Article, at an established Domicile for nine (9) months they will close the Domicile. The Union may choose to waive the minimum requirements of Section A.4. of this Article.

#### **SECTION B. FILLING OF VACANCIES**

1. Vacancies at all Domicile(s) shall be bid and awarded in accordance with Article 11 of this Agreement.

#### **SECTION C. MOVING EXPENSES WITHIN THE CONTIGUOUS FORTY-EIGHT (48) UNITED STATES.**

1. Except as otherwise set forth in this Article, a Crewmember shall be entitled to move at Company expense under any one (1) or combination of the following circumstances, provided he moves within one hundred fifty (150) miles of the Domicile.
  - a. When a Crewmember is awarded a vacancy at a New Domicile as a result of a successful bid. A Domicile shall be considered a New Domicile for six (6) months after the first permanent flight crew assigned to that New Domicile begins to operate from that New Domicile.
  - b. When a Crewmember is surplus as a result of being unable to maintain his current equipment type and/or seat position due to a reduction in bid positions at his present Domicile and uses his displacement rights in accordance with Article 11 to move to a different Domicile.
  - c. When a Crewmember's move results from the closing of a Domicile. In such case, the Crewmember shall have the option of either:
    - 1) moving within 150 miles of any Domicile, or

- 2) moving within 150 miles of the address from where the move to the closing Domicile originated.
  - d. When a Crewmember's move is a result of a recall from furlough and he is recalled to a Domicile other than his Domicile at the time of furlough.
2. Procedures for Crewmembers relocated under this Section are as follows:
  - a. A Crewmember who qualifies for any benefits associated with a paid move under this Section will contact the Company Benefits Supervisor or designated Company representative.
  - b. Within seven (7) days of being contacted by a Crewmember, the Company Benefits Supervisor or designated Company representative, shall contact the Crewmember to confirm the specifics of the move, and send moving-related information.
  - c. The Benefits Supervisor or designated Company representative, shall contact a licensed and bonded interstate moving company and instruct the carrier to arrange shipping details directly with the Crewmember,
  - d. The carrier will submit to the Company's Benefits Supervisor or designated Company representative, an estimate of household good moving expenses after visiting the Crewmember's residence. The Benefits Supervisor or designated Company representative shall provide a copy of the estimate to the Crewmember within ten (10) days of receipt of this estimate.
  - e. Within thirty (30) days of the Crewmember's receipt of the estimate, the Crewmember must notify the Benefits Supervisor or designated Company representative, whether to let the carrier handle the move, or move himself.
3. Moving Expenses covered under this Section include the following:
  - a. Movement of ordinary household goods of up to 18,500 lbs.
  - b. Current replacement value insurance on shipment to a maximum of 4.00/lb. (Additional coverage may be available through moving company at employee's own expense.)
  - c. Packing and unpacking services and materials.

- d. Storage of goods, at either origin or destination, at the Crewmember's discretion, for a maximum of ninety (90) days for subsequent delivery of those goods to the Crewmember's residence.
- e. Normal disconnection and hookup of household appliances.
- f. Disconnection and hook-up of water, gas, oil and electric utilities, telephone and internet service, as well as their associated fees including any early termination penalties.
- g. Movement of a Crewmember's mobile home if that is to be the Crewmember's principal residence. The weight of a mobile home shall be excluded from the weight limitation for household goods in Section C.3.a., above.
- h. One house hunting trip subject to the following:
  - 1. A Crewmember is entitled to up to four (4) days for a house hunting trip. The Crewmember is entitled to take a house hunting trip whether or not he subsequently makes a move under this Article.
  - 2. The house hunting trip may be taken at any time after the Crewmember is awarded a bid to a different Domicile.
  - 3. The days used for the house hunting trip shall be mutually agreed to by the Crewmember and Crew Scheduling. Days used for house hunting shall not conflict with the Crewmember's required Training.
  - 4. The Crewmember's pay or credit for any Trip(s) dropped to allow for the house-hunting trip shall be the same as if the Crewmember had performed the Trip(s).
- i. For the purpose of determining necessary travel days for the Crewmember's move, the Company shall allow a minimum of one (1) day of travel for each three hundred and fifty (350) miles or fraction thereof. The Crewmember's pay or credit for any Trip(s) dropped to allow for this move shall be the same as if the Crewmember had performed the Trip(s).
- j. A Crewmember who is entitled to a move under the provisions of Article 14.C.1. shall receive a lump sum payment of \$2500 prior to reporting to the different Domicile. Once a move is initiated by a Crewmember who is entitled to a move under Article 14.C.1., the

Crewmember shall receive an additional lump sum payment of \$2000. No receipts are required for either the \$2500 or \$2000 payments. In addition to the two (2) lump sum payments each eligible Crewmember shall receive up to an additional \$15,000 for a complete household move, or up to an additional \$3000 for moving the contents of a "crash pad". The \$15,000 and \$3000 payments require receipts in order to be reimbursed. Expenses that exceed the available payments in this paragraph shall be paid by the Crewmember.

- k. A Crewmember eligible for moving expense reimbursement under this Section may elect to move himself. If this move results in a savings from the estimated cost provided by any Company authorized carrier, the Company shall pay the Crewmember fifty percent (50%) of the net cost savings provided the following:
    - 1) The Benefits Supervisor or designated Company representative must be notified of the Crewmember's intent.
    - 2) The Crewmember must present the actual bills.
    - 3) This pay out calculation is subject to the \$15,000 per move maximum for a complete household move or the \$3000 maximum for moving the contents of a "crash pad", and the 18,500 lb. limit. Items that would not normally be covered under Section C.4. of this Article, are also not covered for pay out calculation purposes (items such as shipment of boats, etc.). The lump sum payments are excluded from this limitation.
  - l. The Crewmember may coordinate travel arrangements for the house hunting trip and the actual travel to the different Domicile through the Company travel department or designated Company representative(s). In such case, Interline agreements and corporate discounts will be utilized for air travel and overnight accommodations whenever they are available. It will be the responsibility of the Crewmember to provide all necessary information in a timely manner to the travel department or designated representative(s), so the arrangements can be made.
  - m. Except as otherwise provided in this Agreement, there shall be no pay in lieu of moving expenses.
4. The following are examples of moving expenses for which the Company will not pay:



- a. The shipment of boats, building materials, (non-pet) animals and aircraft.
- b. Removal or installation of TV antennas, draperies, or carpeting.
- c. Disassembly and/or assembly of swimming pools or storage sheds.
- d. Cleaning services.
- e. Pick up or delivery of goods from or to more than one location, except as otherwise provided in this Section.
- f. Deposits.

#### **SECTION D. MOVING EXPENSES OUTSIDE THE CONTIGUOUS FORTY-EIGHT (48) UNITED STATES**

The provisions of this Section shall be negotiated and resolved in accordance with Article 14.A.3.

#### **SECTION E. ADDITIONAL EXPENSES TO BE REIMBURSED BY THE COMPANY**

1. In addition to the expenses to be paid or reimbursed by the Company set forth in Section C. of this Article, the Company shall reimburse the Crewmember who is entitled to a reimbursed move under Section C.1. of this Article for the items set forth below:
  - a. A Crewmember who incurs a lease/rental cancellation penalty on his residence shall be reimbursed for such penalty, up to a maximum of one (1) months rent. The Crewmember shall provide the Benefits Supervisor or designated representative, with a copy of the lease/rental agreement at the time he submits a request for such reimbursement. The leased or rented residence must be the Crewmember's permanent residence. Cleaning fees and loss of deposit due to damage are not reimbursable.
  - b. If for any reason the Crewmember's household goods have not been delivered as directed by the Crewmember within thirty (30) days following the moving company's receipt of the Crewmember's household goods for shipment or the date the Crewmember requested to have his household goods delivered from short term storage, the Crewmember shall be entitled to reimbursement for reasonable expenses occasioned by the delayed shipment (e.g., purchase/rental charges for basic

household goods) upon the presentation of receipts for such expenses.

#### **SECTION F. CLOSING OF DOMICILES**

1. Before a Domicile is closed, the procedures set forth below shall be followed:
  - a. The President of the Union and all Crewmembers based at the Domicile shall be provided written notice no less than forty-five (45) days for a Domicile within the contiguous forty-eight (48) United States or sixty (60) days for a Domicile outside the contiguous forty-eight (48) United States, prior to the earliest projected closing date of the Domicile.
  - b. Crewmembers affected by the closing of a Domicile shall be entitled to exercise their seniority in accordance with Article 11 of this Agreement.
  - c. In order to facilitate the closing of a Domicile and subsequent to the notice being provided as set forth in Section F.1.a. of this Article the Company shall not be required to maintain the Crewmember staffing level set forth in Section A.4. of this Article. Once the Crewmember staffing level falls below that which is required by Section A.4. of this Article, the Company shall close the Domicile within ninety (90) days.

#### **SECTION G. TIME LIMITS**

A Crewmember who is eligible for paid relocation under this Article must exercise this option within twelve (12) months of his reporting date to the different Domicile. This limit may be extended due to unusual circumstances. The extension request must be in writing and can only be approved by the Senior Vice President of Flight Operations.

#### **SECTION H. UNPAID MOVES**

1. The payment of moving expenses shall not apply to new hire employees hired by the Company to become Crewmembers covered by this Agreement reporting to their initial Domicile provided that Domicile is within the contiguous forty-eight (48) United States.
2. The payment of moving expenses shall not apply to Crewmembers furloughed from a Domicile within the contiguous forty-eight (48) United States.

3. The payment of moving expenses shall not apply to Crewmembers recalled to the same Domicile within the contiguous forty-eight (48) United States from which they were furloughed.
4. A Crewmember transferred to another Domicile as a result of being a successful bidder on a posted proffer (except as provided in Section C.1.a. of this Article), shall bear all his own moving expenses, except that such Crewmember shall be provided the opportunity to use the necessary travel days as provided in Section C.3. i. of this Article.

## **SECTION I. GENERAL**

1. A Crewmember changing Domiciles for any reason during a Bid Period shall not lose any pay or benefits from his original bid, award, or assignment. The Crewmember shall receive pay or pay credit, as appropriate, for the actual Flight Time, scheduled Flight Time, or 4.5 hours, whichever is greatest. A Crewmember changing Domiciles at the beginning of a Bid Period shall fly any originally bid, awarded, or assigned Trip(s) that carry over from one Bid Period to the next Bid Period. That Crewmember shall then have the option of dropping a number of Work Days equal to the number of Work Days carried over from the prior Bid Period, regardless of how the carry over Work Days were awarded or assigned.
2. If, due to a Training cycle failure or a withdrawal from Training, a Crewmember would otherwise be required to return to his previous equipment type and/or seat position, but is unable to do so because the equipment type and/or seat position is unavailable due to the closing of a Domicile, the affected Crewmember shall be able to exercise his displacement rights in accordance with the provisions of Article 11 of this Agreement.
3. A Crewmember shall be considered based at a different Domicile on the expected completion date of Training, on the effective date specified by the Company or when Training is completed (excluding any International Training requirements), whichever is latest.

# ARTICLE 15: UNIFORMS

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## **SECTION A. UNIFORM RESPONSIBILITIES**

Crewmembers shall wear the standard uniform as prescribed by the Company at all times while on duty. The cost of the original uniform shall be borne by the Company for all crewmembers hired after the date of signing of this Agreement. Crewmembers with one (1) or more years of service shall not be required to return uniform items and shall not be required to reimburse the Company for the cost of any uniform items not returned; however, any Crewmember that leaves the employment of the Company prior to the end of one (1) year shall have the option to return Company-provided uniform items or have the original purchase price of that uniform deducted from his last check. Returned uniform items must be in acceptable condition. The cost of any Company prescribed change in uniform shall also be borne by the Company.

## **SECTION B. COMPANY INSIGNIAS**

The Company will provide each crewmember, free of charge, the original issue of any Company insignia or emblem that is required to be worn as part of the prescribed uniform. The Company will bear the cost of the Captain hat, insignia, braiding and epaulettes upon upgrading to a Captain position. Such insignia or emblem shall remain the property of the Company, and each crewmember shall be responsible for same if lost.

## **SECTION C. CONSULTATION**

The Company shall consider the recommendations of the crewmembers regarding changes in uniform. If at any time during the course of this Agreement a female crewmember becomes pregnant, the Company will reimburse the crewmember for one (1) maternity uniform for each pregnancy, not to exceed the cost of one (1) complete maternity uniform per pregnancy.

## **SECTION D. UNION INSIGNIA**

A Union lapel pin may be worn on the uniform.



# **ARTICLE 16: PHYSICAL EXAMS**

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## **SECTION A. PHYSICAL STANDARDS**

1. The physical standards required of a Crewmember shall be the standards required by the Federal Aviation Administration (as outlined in 14 CFR Part 67 and as may be amended), including its waiver policy.
2. Each Crewmember may select the Aviation Medical Examiner of his choice for meeting the requirements set forth in this Section. The Crewmember shall provide a copy of his Airman's Medical Certificate to the Company at least ten (10) calendar days before his old certificate is scheduled to expire.
3. The Company shall advise all Crewmembers, on the first of their due month by written notice in the Crewmember's mailbox of the due date of their FAA physical examination. This provision does not relieve the Crewmember of the responsibility in Section A.2. of this Article or prevent the Company from taking a Crewmember out of service without pay if he fails to keep his medical certificate current.

## **SECTION B. FITNESS FOR DUTY**

1. The Company may require a Crewmember to submit to a fitness for duty examination by a designated Aviation Medical Examiner from the list of Aviation Medical Examiners agreed to by the Company and the Union when the Company has reliable information that raises a reasonable concern regarding a Crewmember's ability to safely and/or fully perform all of his duties, or that the Crewmember's present medical condition has changed the status of his medical certificate. In such a case the Company shall provide to the Crewmember the information it is relying on to require the fitness for duty examination.
2. If necessary and directed by the designated Aviation Medical Examiner in order to further evaluate the Crewmember's physical or mental condition, the Crewmember may be examined by other physicians. The cost of the examination(s) shall be borne by the Company.

3. If the examination is to be conducted at a location other than near the Crewmember's residence the Company will provide the Crewmember transportation and any reasonably required hotel accommodations, together with per diem.
4. Within five (5) days of the Company's receipt of the Aviation Medical Examiner's report a copy of the report shall be sent to the Crewmember via overnight mail, by electronic means (if acceptable to both the Company and the Crewmember) or by hand delivery.
5. A Crewmember required to undergo an examination by a Company designated Aviation Medical Examiner pursuant to Section B.1. of this Article shall be withheld from service with pay.
6. If as a result of such medical examination the Company's Aviation Medical Examiner determines that the Crewmember is not able to hold and/or exercise the medical certificate required by the Company for the position that the Crewmember holds then the Crewmember shall be removed from pay status, provided, however, that he shall be entitled to a disability leave of absence, and may invoke the provisions of Section C. of this Article.
7. If as a result of such medical examination the Company's Aviation Medical Examiner determines that the Crewmember is able to hold and exercise the medical certificate required by the Company for the position that the Crewmember holds then the Crewmember shall be returned to duty.

### **SECTION C. MEDICAL DISPUTE RESOLUTION PROCEDURES**

1. In the case of a dispute arising from Section B.3.a. of this Article between the Crewmember's Aviation Medical Examiner and the Company's Aviation Medical Examiner regarding a Crewmember's mental or physical fitness for duty, the Crewmember may invoke the following procedures.
  - a. The Crewmember must within seven (7) days after being provided the findings of the Company's Aviation Medical Examiner submit to the Chief Pilot a written request that the Company's Aviation Medical Examiner and his Aviation Medical Examiner select a third, impartial Aviation Medical Examiner to resolve the dispute. Failure to request the selection of a third, impartial Aviation Medical Examiner within the seven (7) day time limit provided

shall render the findings of the Company's Aviation Medical Examiner final and binding.

- b. Following timely receipt of the Crewmember's request, the Company's Aviation Medical Examiner will be asked to contact the Crewmember's Aviation Medical Examiner for the purpose of selecting a third, impartial Aviation Medical Examiner. If for any reason the Crewmember's Aviation Medical Examiner declines to participate in this process, the Crewmember may select another Aviation Medical Examiner to participate in the selection of the third, impartial Aviation Medical Examiner on the Crewmember's behalf.
- c. The Company's and the Crewmember's Aviation Medical Examiners will submit their findings, together with the findings of any other medical examiners involved, to the third, impartial Aviation Medical Examiner.
- d. All written communications by either the Company's or Crewmember's Aviation Medical Examiner made to the third, impartial Aviation Medical Examiner will be copied to the other party's Aviation Medical Examiner as well. Further, no verbal or written communication regarding the merits of the Company's position or Crewmember's position in the dispute shall be made to the third, impartial Aviation Medical Examiner by either the Company or the Union.
- e. After receipt of the medical records referenced above, the third, impartial Aviation Medical Examiner will, if he deems it necessary, examine the Crewmember and, if necessary refer the Crewmember to any medical specialist required in order for the third, impartial Aviation Medical Examiner to make a determination regarding the Crewmember's ability to hold or exercise the medical certificate required by the Company for the position that the Crewmember holds. Any expenses incurred by the Crewmember in complying with this paragraph shall be paid by the Crewmember.
- f. Following his review of the records provided and any examination(s) of the Crewmember deemed necessary by the third, impartial Aviation Medical Examiner, he shall render a final and binding determination regarding the dispute.



- g. The Company shall be responsible for the costs of its doctor(s) and the Crewmember shall be responsible for the costs of his doctor(s). The Company and the Union shall share equally the cost of the third, impartial Aviation Medical Examiner and any other medical specialist that he may have required in rendering his decision.
- h. Any unjustifiable delays in the completion of these procedures that are the result of the action or inaction of the Crewmember shall render the Crewmember ineligible for continued pay status or the use of any accrued sick leave, as applicable.

#### **SECTION D. SUBSTANCE TESTING**

1. A Crewmember shall be subject to Drug and Alcohol testing, as required by the Department of Transportation and implemented by the Federal Regulations. Additionally, a Crewmember may be required to submit to testing, outlined under the Company's Substance Abuse Policy, as modified under this Agreement. Department of Transportation guidelines and procedures shall be followed for the purpose of all Crewmember Drug and Alcohol testing.
2. The Company shall limit all non-Department of Transportation required testing to "Reasonable Cause". For the purpose of this section, "Reasonable Cause" shall be defined as FAA reportable incidents, where damage to an aircraft has occurred. In the event of "Reasonable Cause", the Company shall provide to the Crewmember, the basis, including the date, time and location of the event used for the determination to require such testing. This material shall be provided within five (5) business days after the test was given.
3. The Company shall provide the Union with a copy of its Substance Abuse Policy. At the request of either party, representatives of the Union and the Company shall meet and discuss the Company's administration of the Drug and Alcohol testing program. It is understood that Federal Law may deem the Policy to be modified. The Company shall consult with the Union regarding any modifications to its Substance Abuse Program and any changes to that Program applicable to Crewmembers shall not be made without the agreement of the Union.

# ARTICLE 17: HEALTH AND WELFARE

## SECTION A. HOSPITAL, MEDICAL, DENTAL AND VISION INSURANCE

1.a. The months of January and February 2010, shall be considered transition months and the benefits under this Section will continue under existing Plans. Effective March 1, 2010, based on the medical and prescription drug plan option elected by each Crewmember, the dental benefit plan option elected by each Crewmember, plus the vision benefit, the Company shall remit to the Ohio Conference of Teamsters Industry Health and Welfare Fund (the "Fund"), the following monthly amounts for medical and prescription drug coverage, dental coverage and vision coverage on behalf of each Crewmember employed by the Company who has been on the payroll for sixty (60) days.

### MEDICAL AND PRESCRIPTION DRUG PLAN

Tier	Contribution Rate Effective March 1, 2010	Contribution Rate Effective January 1, 2011	Contribution Rate Effective January 1, 2012
<b>Enhanced PPO</b>			
Employee	\$486.54	\$533.25	\$584.57
Ee + Child(ren)	\$846.09	\$927.30	\$1,016.55
Ee + Spouse	\$1,023.66	\$1,121.92	\$1,229.89
Family	\$1,517.49	\$1,663.16	\$1,823.22
<b>Traditional (Pilots)</b>			
Employee	\$536.19	\$587.66	\$644.22
Ee + Child(ren)	\$1,232.41	\$1,350.72	\$1,480.71
Ee + Spouse	\$1,228.41	\$1,346.33	\$1,475.90
Family	\$1,924.55	\$2,109.29	\$2,312.29
<b>EPO</b>			
Employee	\$553.43	\$606.55	\$664.93
Ee + Child(ren)	\$1,272.00	\$1,394.11	\$1,528.27
Ee + Spouse	\$1,267.88	\$1,389.58	\$1,523.32
Family	\$1,986.39	\$2,177.07	\$2,386.58
<b>Value PPO</b>			
Employee	\$436.82	\$478.56	\$524.40
Ee + Child(ren)	\$759.62	\$832.19	\$911.92
Ee + Spouse	\$919.05	\$1,006.85	\$1,103.31
Family	\$1,362.42	\$1,492.57	\$1,635.56

## DENTAL PLAN

Tier	Contribution Rate	Contribution Rate	Contribution Rate
	Effective March 1, 2010	Effective January 1, 2011	Effective January 1, 2012
<b>Dental – Enhanced</b>			
Employee	\$41.33	\$43.78	\$46.37
Ee + Child(ren)	\$99.19	\$105.06	\$111.28
Ee + Spouse	\$82.66	\$87.55	\$92.73
Family	\$140.52	\$148.84	\$157.65
<b>Dental – Traditional</b>			
Employee	\$35.63	\$37.73	\$39.97
Ee + Child(ren)	\$85.50	\$90.56	\$95.92
Ee + Spouse	\$71.25	\$75.47	\$79.94
Family	\$121.13	\$128.30	\$135.89

## VISION PLAN

Tier	Contribution Rate	Contribution Rate	Contribution Rate
	Effective March 1, 2010	Effective January 1, 2011	Effective January 1, 2012
Employee	\$5.39	\$5.39	\$5.39
Ee + Child(ren)	\$8.63	\$8.63	\$8.63
Ee + Spouse	\$10.14	\$10.14	\$10.14
Family	\$13.37	\$13.37	\$13.37

Effective January 1, 2013, January 1, 2014, January 1, 2015 and January 1, 2016, the Company shall remit to the Fund the monthly contribution rate amounts for the medical and prescription drug coverage, the dental coverage and vision coverage determined by the Board of Trustees of the Fund. If the medical and prescription drug coverage, the dental coverage and the vision coverage changes as allowed by the provisions of Article 17, Section E, the Fund shall notify the Company thirty (30) days in advance of the effective date and the Company shall remit the monthly contribution rate determined by the Board of Trustees.

- b. The Company shall conduct an annual open enrollment as set forth in this Article 17, Section A 9, for the purpose of each Crewmember making an election as described in Article 17, Section A .4.
- c. The Company's share of the contribution rates for medical and prescription drug coverage, dental coverage and vision coverage set forth in this Section A.1.a. of Article 17, shall be as follows:
  - 1) From March 1, 2010 through December 31, 2012:

Co. Contribution	Effective	Effective	Effective
	March 1, 2010	January 1, 2011	January 1, 2012
Employee	\$ 399.95	\$ 436.82	\$ 477.25
Ee + Child(ren)	\$ 715.43	\$ 780.74	\$ 852.35
Ee + Spouse	\$ 837.35	\$ 914.71	\$ 999.57
Family	\$ 1,253.61	\$1,369.10	\$1,495.76

- 2) And, effective January 1, 2013, the January 1, 2012 rates as modified by the provisions of Section A.2. of Article 17.
- d. The difference between the Company contribution and the total cost of the premium for the medical and prescription drug coverage, dental coverage and vision coverage shall be deducted from the crewmembers' paycheck.
2. Effective January 1, 2013 any increase in the amount of the Company's contribution to the Fund over its 2012 contribution amount shall be determined based on the Milliman Health Cost Index projecting the increase, if any, for 2013. Effective January 1, 2014 any increase in the amount of the Company's contribution to the Fund over its 2013 contribution amount shall be determined based on the Milliman Health Cost Index projecting the increase, if any, for 2014. Effective January 1, 2015 any increase in the amount of the Company's contribution to the Fund over its 2014 contribution amount shall be determined based on the Milliman Health Cost Index projecting the increase, if any, for 2015. If a new collective bargaining agreement between the Company and Local 1224 is not in effect prior to January 1, 2016, the company's contribution amount to the Fund effective January 1, 2016 shall be the same as the Company's contribution amount in 2015.
  3. In addition to making contributions to the Fund on behalf of Crewmembers employed by the Company on March 1, 2010, the Company shall also make contributions to the Fund in the amounts set forth in Section A.1.a. of Article 17 for medical and prescription drug coverage only on behalf of all former Crewmembers who retired from the Company prior to March 1, 2010 and on behalf of Crewmembers who retire on or after March 1, 2010 and for as long as the Company has an obligation to provide retiree health insurance coverage under the terms of Article 22 of this Agreement.
  4. Each Crewmember shall have the opportunity to choose among the Plans provided by the Fund under Section A.1.a. of Article 17 and shall have the choice of a Single tier, Employee plus children Tier, Employee plus spouse tier and a Family Tier. If the amount of the Company's share of the contribution

rate does not fully pay the contribution rate requirements set forth in Section 1.a. of the Fund, the Crewmember shall be responsible for the amount not covered by the Company contribution amount. The Crewmember shall have the Crewmember portion of the contribution amount payable to the Fund deducted from the Crewmember's pay on the normal pay cycle on a pre-tax basis.

5. Contributions must be made each month on behalf of each Crewmember employed by the Company in accordance with the provisions of the collective bargaining agreement. Any day for which a Crewmember receives compensation in accordance with the provisions of this Agreement shall be considered a day worked except when it is merely a pay adjustment from a previous work period or when vacation or sick leave pay is being used to supplement LTD, except as provided under paragraph ten (10) of this section, and the full contribution for that month shall be due and payable.
6. By execution of this Agreement, the Company subscribes and becomes a party to the Trust Agreement of the Fund and agrees to be bound by action taken by the Trustees of the Fund now serving or who may serve in the future, hereby expressly waiving all notice and ratifying all action taken or to be taken by the Trustees within the scope of their authority, including the assessment of reasonable interest, liquidated damages, and attorney fees in the event of Company delinquency.
7. Notwithstanding anything to the contrary in this Agreement, the Company agrees that in the event it is delinquent in the payment of its contributions to the Fund in accordance with rules and regulations of the Fund, the Trustees, after giving appropriate notice of such delinquency, shall have the right to take action deemed necessary to enforce payment.
8. Contributions shall be due and payable no later than the tenth (10<sup>th</sup>) day of the month in which work is performed and shall be delinquent if not received at the Fund Office by the twentieth (20<sup>th</sup>) day of the month in which work is performed. The Company agrees that the Fund may from time to time perform payroll audits of the Company's contributions and reports. If contributions are due for a Crewmember during any month (if the employment of the Crewmember has not been terminated), the Crewmember will be assumed to be eligible for a contribution during the following month. The Company will have fifteen (15) days following the end of the month to notify the Fund that no contribution was due for a Crewmember

during the month because the Crewmember did not meet any of the requirements for the Company to make a contribution to the Fund for that month.

9. Crewmembers shall be allowed an annual election as to which medical and prescription drug coverage and dental coverage they select. This enrollment period is to occur in the fourth (4<sup>th</sup>) quarter of the year with actual coverage and rates to go into effect on January 1 of the following year. The Company shall conduct the annual open enrollment and also process family/work status change enrollment during the calendar year and notify the Fund within 30 days of the election made by each Crewmember.

### **ANNUAL ENROLLMENT**

Each Crewmember will be given the opportunity to review his/her participation in the Fund on an annual basis each fall for a January 1 effective date. The election of each Crewmember is a twelve (12) month commitment. A Crewmember may change his/her annual selection during the year (other than open enrollment) only if the Crewmember meets one of the family or work status changes described in the Summary Plan Description issued by the Fund. For the initial enrollment conducted in the fall of 2009, the family or work status change rules described in the Summary Plan Description for ABX Air, Inc. Crewmembers are the applicable rules and the Special Enrollments/Notice of Employee Rights which are applicable provided, however, a Crewmember must be enrolled in one of the medical and prescription drug coverage options, one of the dental coverage options, and vision coverage.

If a Crewmember does not complete the open enrollment form within the specified time, the Crewmember will automatically be enrolled in "default coverage." For initial enrollment in the Fund, "default coverage" means medical and prescription drug coverage for the employee only in the Value PPO, dental coverage for the employee only in the Traditional Plan and employee only vision coverage. At each annual open enrollment, it means the coverage election of the Crewmember for the previous year.

10. Crewmembers on Short Term and Long Term Disability will continue to be eligible for the benefits set forth in this Article for twelve (12) months from the date the Crewmembers begin receiving Short Term Disability. After twelve (12) months, the Crewmember will then be eligible for COBRA. The twelve months of benefits under this section shall not be cumulative.
11. The Union shall hold ABX Air, Inc. harmless in all respects for disputes arising out of action by the Fund and its Trustees pursuant to Section E of this Article or for actions taken by ABX Air, Inc. at the direction of the Fund and its Trustees.

**SECTION B. LIFE INSURANCE, ACCIDENTAL DEATH, AND DISMEMBERMENT INSURANCE**

1. The Company agrees to provide life insurance coverage of one hundred and fifty percent (150%) of base salary rounded to the nearest one thousand dollars (\$1,000) with a maximum benefit of two hundred and twenty-five thousand dollars (\$225,000). Coverage will be updated at each pay increase.
2. The Accidental Death and Dismemberment insurance will be in addition to the life insurance and will have the same dollar limits as above.

**SECTION C. EXTENSION OF BENEFITS**

1. Effective nearly January 1, 2010, the Company will make contributions to the Fund for medical and prescription drug coverage, dental coverage and vision coverage as provided by the Fund without Crewmember contribution and shall continue the same life insurance and accidental death and dismemberment insurance benefits for crewmembers and dependents as follows:
  - a. Furlough: All Crewmembers with three or more years of service will have their benefits continued and paid by the Company for three (3) months without Crewmember contribution. Unless waived by the Union, this three (3) months is not to be considered COBRA, and COBRA eligibility begins after this period ends.
  - b. Death: Spouse and dependents will have their benefits continued in accordance with the requirements of Section A.1.a. of this Article and fully paid to the Fund by the Company with Crewmember contribution for a period of six (6) months after the death of a Crewmember.

## **SECTION D. DISABILITY INCOME PROTECTION**

1. Accident and Sickness Disability Insurance: Effective on the date of signing of this Agreement the plan will provide as follows:
  - a. Short Term Disability Benefits shall be fifty percent (50%) of the Crewmember's base pay up to one thousand and two hundred dollars (\$1,200) per week. The Crewmember shall pay one-tenth percent (0.1%) of base salary up to a maximum of two dollars and forty cents (\$2.40) per pay period.
  - b. Effective on the date of signing of this Agreement, Crewmembers who receive Worker's Compensation for occupational sickness or accident will receive the difference between the Accident and Sickness Disability Insurance benefit and the Worker's Compensation weekly income benefit if the plan benefit is higher than Worker's Compensation.
2. Long Term Disability Insurance: Effective the date of signing of this agreement, the benefit will be sixty-six and two-thirds (66  $\frac{2}{3}$ ) percent of the crewmembers base salary with a maximum benefit of \$10,000/ month. This coverage will end in five (5) years or at normal social security retirement age, whichever comes first, unless a pilot has a condition that meets the social security definition of permanent total disability then no five (5) year cap.
3. The Company will continue its past practice of treating a loss of Medical Certificate or pregnancy as a disability.
  - a. Loss of Medical Certificate under this Article shall include those instances when a Crewmember is unable to exercise the privileges of his FAA Medical Certificate as determined by an AME or is unable to renew his Medical Certificate due to injury or illness, whether or not his Medical Certificate is revoked. Documentation of the AME's determination shall be provided to the Company Benefits Department.
  - b. In the event a Crewmember on long term or short term disability has been approved for service by an AME physician but is awaiting clearance from the FAA, his disability payments will continue pending the receipt of the FAA paperwork subsequent to its decision provided he has not otherwise become ineligible under the terms of the Plan and/or this Agreement. The Crewmember shall provide all necessary information in a timely fashion to the



FAA, and cooperate in all respects with the FAA in order to expedite the FAA determinations being made by the FAA.

#### **SECTION E. BENEFIT MAINTENANCE**

Benefits provided under Sections B and D of this Article as amended by this Agreement, shall not be reduced during the term of this Agreement. The Trustees of the Fund reserve the right to change the benefit structure of the Plans under Section A and to make a changes in medical, prescription drug, dental or vision carriers or providers utilized by the Fund.

#### **SECTION F. HOSTILE AREA INSURANCE BENEFITS**

1. A crewmember who dies as a result of having been engaged in flying into a hostile area, or due to causes related thereto, or to the living or health conditions peculiar to the areas in which he is so engaged, shall be provided a death benefit of one million dollars (\$1,000,000), to be paid to the beneficiary(ies) of said crewmember. This death benefit shall be in addition to any other applicable Company provided life insurance benefit to the extent the crewmember is presently in the Company's life insurance program.
2. A hostile area, for the purposes of this Agreement, shall mean the definition of "war risks" in Chapter 443 of Title 49 USC currently defined as an area where there is a war (declared or undeclared), an invasion, acts of foreign enemies, warlike hostilities, civil war, rebellion, revolution, insurrection, martial law, exercise of military or usurped power, or any attempt at usurpation of power, strikes, riots, civil commotion, labor disturbances, any act of one or more persons (whether or not agents of a sovereign power) for political or terrorists purposes, or any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or any like reaction or radioactive force or matter.

# ARTICLE 18: HOURS OF SERVICES

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## SECTION A. GENERAL

It is the responsibility of any Crewmember(s) who thinks he may have a legality problem regarding his assigned or offered flight or duty time to bring it to the attention of crew scheduling in sufficient time to avoid the delay of any flight.

A Crewmember(s) shall not be required to keep the Company advised of his whereabouts when off duty except as required in Article 13.G. of this Agreement. In the event a major weather emergency (i.e. hurricane, blizzard) exists or is forecast to exist for a particular destination(s) the Company may request that the Crewmember(s) of the flight to the affected destination(s) check in for a status report upon arrival, prior to release. Within thirty (30) minutes of the requested check in, the Company shall provide a status report of the weather and either give a flight assignment if required, or release the crew.

## SECTION B. FLIGHT TIME LIMITATION

1. Weekly Limitations (Domestic and International):
  - a. A Crewmember(s) shall be scheduled to receive at least one (1) twenty-four (24) hour period free from all duty during any seven (7) consecutive calendar days.
2. Daily limitations:
  - a. Domestic:
    - 1) Crewmembers scheduled, rescheduled, awarded, assigned or reassigned flight operations contractually defined as a Domestic Flight shall not be scheduled, rescheduled, awarded, assigned or reassigned for Flight duty aloft for more than eight (8) hours in any single Duty Period. No combination of scheduled, rescheduled, awarded, assigned or reassigned Deadhead and Flight duty aloft shall exceed eight (8) hours within the same Duty Period.
    - 2) Crewmembers scheduled, rescheduled, awarded, assigned or reassigned flight operations contractually defined as a Domestic Flight shall not be scheduled, rescheduled, awarded, assigned or reassigned for Flight duty aloft for more than eight (8) hours in any consecutive twenty-four (24) hour period unless they

are given an intervening rest period at or before completing eight (8) scheduled hours of Flight duty aloft. Such rest period shall, at a minimum, equal twice the actual Flight duty aloft since the last preceding rest period and in no case shall the rest period be less than that contained in Section D.1.d. of this Article.

- 3) When a Crewmember(s) Flight duty aloft exceeds eight (8) hours in any consecutive twenty-four (24) hours without an intervening rest period as provided for in Section B.2.a.2. of this Article, he shall, upon completion of his Flight duty aloft, be given at least sixteen (16) hours of rest before performing any further duty for the Company.

b. International:

- 1) Crewmembers scheduled, rescheduled, awarded, assigned or reassigned flight operations contractually defined as an International Flight on an aircraft that requires two pilots and a Professional Flight Engineer/Second Officer/IRO, shall not be scheduled, rescheduled, awarded, assigned, or reassigned for Flight duty aloft to exceed twelve (12) hours in any single Duty Period.
- 2) Crewmembers scheduled, rescheduled, awarded, assigned or reassigned flight operations contractually defined as an International Flight on an aircraft that requires two pilots, shall not be scheduled, rescheduled, awarded, assigned, or reassigned for Flight duty aloft to exceed eight (8) hours in any single Duty Period.

c. No Crewmember(s) shall be assigned to any duty with the Company during any rest period.

d. Duty aloft shall be defined as actual block-to-block time.

### **SECTION C. ON DUTY LIMITATIONS**

1. Scheduled (Domestic and International):

- a. A Crewmember(s) shall not be scheduled, rescheduled, awarded, assigned or reassigned for duty in excess of fifteen (15) hours.

2. Actual (Domestic and International):

- a. In no event shall a Crewmember(s) be required to remain on his scheduled, rescheduled, awarded, assigned or reassigned Trip for more than sixteen (16) hours of continuous duty.

#### **SECTION D. REST TIME TO BREAK A DUTY PERIOD**

1. Domestic (All Flights from the preceding duty period through the subsequent duty period must be operated under Domestic operations):
  - a. A Crewmember(s) shall be scheduled to be relieved of all duty with the Company for at least ten (10) hours after his release from duty at his Domicile provided, however, that a Crewmember(s) may advise the Company that he wishes to fly a Trip when he actually receives less than ten (10) hours but at least eight (8) hours rest at Domicile.
  - b. A reserve Crewmember(s) who has been on a duty period in excess of two (2) consecutive hours shall be scheduled to be relieved of all duty with the Company for at least ten (10) hours after his release from duty at his Domicile provided, however, that a Crewmember(s) may advise the Company that he wishes to fly a Trip when he actually receives less than ten (10) hours but at least eight (8) hours rest at Domicile. This paragraph shall not apply for the purpose of extending a Crewmember(s) originally scheduled duty period if such duty period was originally scheduled for less than two (2) hours.
  - c. A reserve Crewmember(s) who has been on a duty period less than two (2) hours may be authorized by crew scheduling to return to his local residence (i.e. within two (2) hours driving time of the premises). Such Crewmember(s) shall be on reserve and subject to not more than one (1) recall during that reserve assignment.
  - d. A Crewmember(s) shall be scheduled for a layover point rest period of at least ten (10) hours check-out to check-in, free of all duty; however, in no event shall a Crewmember(s) receive less than nine (9) hours rest time at the place of lodging.
2. International. (All rest time not covered under the Domestic section (Section D.1., of this Article)
  - a. A Crewmember(s) shall be scheduled to be relieved of all duty with the Company for at least eleven (11) hours after his release from duty at his Domicile. A Crewmember(s) may advise the Company that he wishes to fly a trip when

he actually receives less than eleven (11) hours but at least ten (10) hours rest at Domicile. If a Crewmember's preceding duty period through the subsequent duty period involves any operations utilizing an IRO, that Crewmember shall be relieved of all duty with the Company for at least twelve (12) hours after his release from duty at his Domicile, but said Crewmember(s) may advise the Company that he wishes to fly a trip when he actually receives at least eleven (11) hours rest at Domicile.

- b. A reserve Crewmember(s) who has been on a duty period in excess of two (2) consecutive hours shall be scheduled to be relieved of all duty with the Company for at least eleven (11) hours after his release from duty at his Domicile provided, however, that a Crewmember(s) may advise the Company that he wishes to fly a trip when he actually receives less than eleven (11) hours but at least ten (10) hours rest at Domicile. This paragraph shall not apply for the purpose of extending a Crewmember(s) originally scheduled duty period if such duty period was originally scheduled for less than two (2) hours. If a Crewmember's preceding duty period through the subsequent duty period involves any operations utilizing an IRO, that Crewmember shall be relieved of all duty with the Company for at least twelve (12) hours after his release from duty at his Domicile, but said Crewmember(s) may advise the Company that he wishes to fly a trip when he actually receives at least eleven (11) hours rest at Domicile.
- c. A reserve Crewmember(s) who has been on a duty period less than two (2) hours may be authorized by crew scheduling to return to his local residence (i.e. within two (2) hours driving time of the premises). Such Crewmember(s) shall be on reserve and subject to not more than one (1) recall during that reserve assignment.
- d. A Crewmember(s) shall be scheduled for a layover point rest period of at least eleven (11) hours check-out to check-in, free of all duty; however, in no event shall a Crewmember(s) receive less than ten (10) hours rest time at the place of lodging. If a Crewmember's preceding duty period through the subsequent duty period involves any operations utilizing an IRO, that Crewmember shall be scheduled for a layover point rest period of at least twelve (12) hours check-out to check-in, free of all duty; however,

in no event shall such Crewmember receive less than eleven (11) hours rest time at the place of lodging.

- e. The rest times in Section D. 2. a. and D. 2. d., above, shall be increased by one hour for each time zone in excess of five (5) time zone boundaries between departure and layover airports, not to exceed a total crew rest time of eighteen (18) hours free from all duty. The increased amount of required rest time due to transiting time zone boundaries shall not be reducible.
3. General Conditions Applicable to both Domestic and International Rest Time.
- a. The rest period for a Crewmember performing International flight operations shall begin thirty (30) minutes after clearing Customs, Immigration, Agriculture, or completing any other duties required/directed by a governmental agency or by the Company, or thirty (30) minutes after block-in, whichever is latest.
  - b. When a Crewmember's rest period does not commence within thirty (30) minutes after block in, the Crewmember shall contact Crew Scheduling, or if unable, Flight Control, to advise the Company representative contacted of when his post-flight activities were completed.
  - c. Any Crewmember that has been on continuous Duty in excess of sixteen (16) hours shall have a minimum rest period of sixteen (16) hours.
  - d. No Crewmember shall be scheduled, rescheduled, awarded, assigned, or reassigned to any duty with the Company during any scheduled or required rest period.
  - e. All rest periods listed in this Article are to be undisturbed rest periods. The Company may call the Crewmember during the undisturbed rest period only for a family emergency. Should the Company need to contact the Crewmember, the Company shall only leave a message with the hotel for the Crewmember to contact the Company.

#### **SECTION E. DEADHEAD ASSIGNMENTS**

- 1. Crewmembers scheduled, rescheduled, awarded, assigned, or reassigned to a Trip which includes Deadhead travel to or from their Domicile, place of residence, or between any other designated points shall be scheduled on Company aircraft or, if the Company decides travel on Company aircraft is not

feasible or available, be provided with commercial airline transportation and/or commercial surface transportation.

2. No Crewmember shall be scheduled, rescheduled, awarded, assigned, or reassigned to Deadhead on any ABX aircraft if:
  - a. Scheduled Domestically, Internationally or a combination thereof in excess of five (5) hours from the point of first departure to the final destination, irrespective of the number of segments.
3. When scheduling commercial airline transportation the number of enroute legs shall be limited in accordance with Article 13, Section F.3. of this Agreement.
4. Crewmembers scheduled, rescheduled, awarded, assigned, or reassigned to Deadhead to or from or between an International location(s) on a commercial passenger airline and the total scheduled flight time, irrespective of the number of segments, exceeds eight (8) hours, business class seating or better shall be used for the entire Deadhead. Additionally, if the total scheduled flight time, irrespective of the number of segments, of a Domestic Deadhead on a commercial passenger airline and a Deadhead to or from an International location on a commercial passenger airline exceeds twelve (12) hours, business class seating or better shall be used for the entire combined Domestic and International Deadhead. If business class seating or better is not available for a particular leg, the Company shall provide two adjoining coach class seats for the Crewmember for that leg. If two adjoining coach class seats are not available, the company shall purchase a coach seat, premium if available, and pay the Crewmember \$1500.00. The Company will continue to attempt to upgrade to a business class or better seat. Price shall not be the determinate for availability of business class or better seating.
5. If a Crewmember becomes illegal under the provisions of this Article, and the Crewmember is required to Deadhead prior to receiving any required rest period, such Deadhead time shall not be considered as any part of such required rest period. No Crewmember shall be required to Deadhead between flight segments that he was scheduled to fly during any one (1) Duty Period in order to satisfy legality requirements.
6. The Company shall provide each Crewmember that is scheduled for commercial air travel and/or commercial surface transportation with itineraries, schedules and instructions necessary to accomplish their journey.
7. For the purposes of commercial surface transportation, the

following shall apply:

- a. Ground transportation via passenger vehicle (other than courtesy van to and from a layover hotel) shall be chauffeured.
- b. Train, ship and/or ferry transportation shall be provided by the fastest means for the route to be taken. When available, train, ship and/or ferry ticketing shall be reserved first class or reserved business class.
- c. No Crewmember shall be required to Deadhead on any surface transportation longer than three (3) hours under any road or weather condition that can reasonably be expected to exist on the route of travel.

## **SECTION F. RESERVE DUTY TIME**

1. On Premise Reserve Crewmembers, including On Airport R4 duty, shall not be scheduled, rescheduled, awarded, assigned, or reassigned for any combination of any On Premise Reserve Duty, Flight Duty, or any other Company directed activity in excess of fifteen (15) hours.
  - a. Each period shall begin at a time determined by the Company and shall be indicated in the "bid package" for each equipment type, seat position and Domicile. No Line of Time shall contain different or multiple On Premise Reserve report times in any one month. The Crewmember(s) shall be released thirty (30) minutes after the last departure of their aircraft type from their Domicile. The Crew Operations Specialist, Crew Scheduling or, in their absence, the dispatch supervisor shall have exclusive authority to release any on Premise Reserve Crewmember.
  - b. In the event that an OPR has not been assigned to a Trip or sequence during such duty period, he shall be relieved of all duty with the Company until his next assigned reporting time, but in no event for less than a the required rest in Sections D.1.b. or D.2.b., of this Article, as applicable. He shall not be contacted by the Company regarding his next assignment until the completion of his required rest period. He shall receive five (5) hours flight pay credit for such a duty period, or in the event he is assigned to a trip or sequence he shall receive flight pay credit for such duty period in accordance with Article 19, Section M.6. of this Agreement.
2. Off premise Reserve Crewmembers (designated as "R2" or



"R3" on the Master Crew Schedule) must be available to receive an assignment from 0301 hours Local Domicile time on the day assigned until 0300 Local Domicile time the following day except as provided below:

- a. R2, as designated on the Master Crew Schedule, need not be available between the hours of 0600 hours to 1400 hours Local Domicile time. The Company may publish in the bid package, by aircraft type and Domicile, a different unavailable time for R2 as long as the unavailable time is at least eight (8) consecutive hours all on the same Calendar Day, (using local Domicile time). There shall only be one R2 unavailable period for a particular aircraft type and Domicile for the entire bid period.
  - b. R3, as designated on the Master Crew Schedule, need not be available from 1600 hours to 0000 hours Local Domicile time. The Company may publish in the bid package, by aircraft type and Domicile, a different unavailable time for R3 as long as the unavailable time is at least eight (8) consecutive hours all on the same Calendar Day, (using local Domicile time). There shall only be one R3 unavailable period for a particular aircraft type and Domicile for the entire bid period.
  - c. The Company shall not attempt to contact a reserve Crewmember regarding an assignment during his unavailable period unless no other reserves are available and the scheduled or planned departure for the flight is within the first two (2) hours of his next available period.
3. Reserve Crewmembers designated as Off Premise Reserve (R2, R3) shall have an actual on duty limit in accordance with the following:
- a. Once notified of an assignment, to include On Premise Reserve, an Off Premise Reserve Crewmember who has ten (10) hours or more hours remaining before the report time of an assignment shall be free of all duty with the Company until the scheduled or planned report time for that assignment. Once the Off Premise Reserve Crewmember reports under the provisions of this paragraph, his Duty Period shall not exceed sixteen (16) hours.
  - b. Once notified of an assignment, to include On Premise Reserve, an Off Premise Reserve Crewmember who has less than ten (10) hours remaining before the report time of an assignment and who then reports for an assignment:

- 1) with at least ten (10) hours remaining in their originally scheduled available period shall have a Duty Period not to exceed sixteen (16) hours, or
  - 2) with at least six (6) but less than ten (10) hours remaining in their originally scheduled available period shall have a Duty Period not to exceed twelve (12) hours, or
  - 3) with less than six (6) hours remaining in their originally scheduled available period shall have a Duty Period not to exceed eight (8) hours.
- c. Once notified of an assignment, to include On Premise Reserve, an Off Premise Reserve Crewmembers who has less than ten (10) hours remaining before the report time of an assignment shall not be required to report for an assignment or depart on an assignment once in their normally scheduled unavailable period or during periods free of all duty with the Company.
- d. In addition to Section F. 2. paragraphs a through c above, an Off Premise Reserve Crewmember who had previously performed a flight assignment (actual Flight or On Premise Reserve) who reports for, and performs, another flight assignment or On Premise Reserve assignment, must have had the uninterrupted rest period requirements of Section D.1.b. or D.2.b., of this Article, whichever is applicable, during the previous twenty-four (24) hour period prior to that second report time.
- e. Before being required to report for duty for a reserve assignment a Crewmember on a reserve Work Day(s) shall be entitled to sixteen (16) hours of rest before being required to transition from Daytime Operations to Nighttime Operations, or vice versa, prior to reporting for the reserve assignment and for a subsequent assignment following the reserve assignment. If there is no available Crewmember on a reserve Work Day who can perform the reserve assignment without transitioning from Daytime Operations to Nighttime Operations, or vice versa, either before or after the reserve assignment, with a sixteen (16) hour rest between such assignments, the available Crewmember on a reserve Work Day with less than sixteen (16) hours, may be given a reserve assignment to transition from Daytime Operations to Nighttime Operations, or vice versa, with less than sixteen (16) hours of rest before reporting for the duty provided that:

- 1) The Crewmember received at least twelve (12) hours of rest from his prior assignment; and
  - 2) The Crewmember shall receive at least sixteen (16) hours of rest no later than the return to Domicile (i.e., the rest can occur during a layover or upon return to Domicile).
- f. Once released from duty in his Domicile a Crewmember with on Reserve Work Day shall be free of all Duty with the Company in accordance with Section D.1.b or D.2.b. of this Article, whichever is applicable.
- g. Whenever there is at least two (2) hours notice of an open or uncovered Trip, the Company shall assign such Trip to an Off Premise Reserve Crewmember, if available.

### **SECTION G. SCHEDULED WORK DAY(S)/DAY(S) OFF**

- 1 A scheduled Day Off for a Regular Line Holder shall be a twenty-four (24) hour period from 03:01 to 03:00 local Domicile time during which no duty originates and into which no duty extends either forward or backwards. Under no circumstances shall the twenty-four (24) hour period from 03:01 to 03:00 local Domicile time before a scheduled Work Day be considered a scheduled Day Off if the Crewmember is scheduled, rescheduled, awarded, assigned, reassigned and/or required to report prior to 03:01 local Domicile time, on that Work Day, for an assignment. Under no circumstances shall the twenty-four (24) hour period from 03:01 to 03:00 local Domicile time be considered a Day Off if the Crewmember completes an assignment or Company directed activity during any portion of that twenty-four (24) hour period.
  - a. Each consecutive twenty-four (24) hour period (or portion thereof), commencing at the Crewmember's scheduled report for duty at his Domicile and ending at a Crewmember's release from duty at his Domicile for an Open Flying/DOF Trip(s), not assigned/awarded as Flex Day assignment, shall be considered as one Work Day for pay purposes only.
2. A scheduled Work Day shall be a twenty-four (24) hour period from 03:01 to 03:00 local Domicile time.
3. A scheduled Day Off for a Crewmember with a Reserve Work Day shall be a twenty-four (24) hour period from 03:01 to 03:00 local Domicile time. Crewmember(s) with a Reserve Work Day shall not be required to report for duty prior to 03:01 local Domicile time when returning from a scheduled Day(s) Off, to

perform any duty.

4. A Crewmember(s), with a Reserve Work Day, commuting to their Domicile on the ABX night operations system shall not be required to report for Duty until forty-five (45) minutes after block in of their commute flight or 03:01 local Domicile time, whichever is later.



# ARTICLE 19: COMPENSATION

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## SECTION A. LONGEVITY

Longevity as a Crewmember with the Company shall commence to accrue as of the date of hire as a Crewmember with the Company.

## SECTION B. CREWMEMBER SALARY SCHEDULES/LONGEVITY

All Crewmembers salaries shall be adjusted in accordance with Section C. of this Article. The salary schedule shall remain in effect and Crewmembers shall receive compensation based on longevity accrual with the Company.

## SECTION C. ANNUAL SALARY SCHEDULES

1. See attached schedules.
2. The attached schedules have incorporated a 2% increase to pay rates effective Date of Signing (DOS)+1 year; a 2% increase to pay rates effective DOS+2 years; a 2% increase to pay rates effective DOS+3 years; a 2% increase to pay rates effective DOS+4 years; and a 3% increase to pay rates effective DOS+5 years.

## SECTION D. BASIC COMPENSATION

1. A Crewmember's Bid Period guarantee shall be sixty-eight (68) hours per Bid Period.
2. Crewmember shall receive flight time credit for the scheduled or actual flight time hours, whichever is greater, on their Master Crew Schedule (Award) line. Flight time credit may also result from a reassignment per Section F., of this Article. A Crewmember who has flight time credit in excess of his guarantee, as defined in Section D.1. of this Article, on his initially awarded bid line shall receive pay for each hour or portion thereof in excess of his guarantee. The hourly rate for a Crewmember's flight pay shall be calculated as follows:

Annual salary / 12 = Monthly guarantee / 68 = Hourly Flight Pay

**Example:**

\$160,000 / 12 = \$13,333.33

\$13,333.33 / 68 = \$196.08

## **SECTION E. ADDITIONAL COMPENSATION**

1. In addition to the flight time credit [or pay for hours in excess of sixty-eight (68)] provided in Section D.1. of this Article, a Crewmember shall receive additional flight pay for:
  - a. Any Flight Assignment, or day out of Domicile, in excess of seventeen (17) Work Days in a Bid Period as determined in the schedule of days per Bid Period in Article 13, Section B.2. These day(s) shall be paid per Section M.4. of this Article, except that any assignment designated R1 or R4 "On Airport" duty shall be paid per Section M.6. of this Article.
  - b. Any Flight Assignment, or day out of Domicile for a Crewmember on a scheduled Day Off, shall be paid per Section M.4. of this Article, except that any assignment designated R1 or R4 "On Airport" duty shall be paid per Section M.6. of this Article.
  - c. Any Flight Assignment, or day out of Domicile for a Crewmember on a scheduled vacation day, shall be paid per Section M.4. of this Article, except that any assignment designated R1 or R4 "On Airport" duty shall be paid per Section M.6. of this Article.
2. A Crewmember shall receive flight pay for Company or FAA required training and proficiency checks which fall on a previously scheduled Day(s) Off or during the sort turn at the following rates:
  - a. Four (4) hours of flight pay for each day of ground school.
  - b. Four (4) hours of flight pay for each day of simulator time.
  - c. One hundred dollars (\$100) for each take-home course, or Computer-Based Training (CBT) course, or Web-based training course, (not to exceed 4.0 hours ground school credit per course) in excess of the two current (General Recurrent: General Hazmat, International Operations; and Winter Operations: De-ice Procedures) take home courses per year.
  - d. One and one-half (1.5) hours flight pay for each hour, or portion thereof, for sort turn training or training between Flight Assignments at Domicile or Layover Station.
3. Vacation days on which a Crewmember is scheduled to fly are considered as days worked in considering Flight Pay Credit.
4. Emergency Replacement Assignment Pay shall be paid per Section M. 2. of this Article for the first day of an Emergency

Replacement Assignment on a Day Off to include On Premise or Out of Domicile Reserve. The second and any subsequent day(s) of the same Emergency Replacement Assignment shall be paid Emergency Replacement Assignment Pay per Section M.1. Emergency Replacement Assignment Pay is earned at the time the assignment is made and is in addition to any other pay or benefit earned under this Agreement.

5. A Crewmember awarded an Open Flying Trip on a previously scheduled Work Day shall be paid as per Section M.4. of this Article, for such Open Flying, in addition to the flight pay credit for his original scheduled assignment, except that any assignment designated R1 or R4 "On Airport" duty shall be paid per Section M.6. of this Article in addition to the flight pay credit for his original scheduled assignment.

**Examples:** A Crewmember completes a Trip as part of his line of time or an Open Flying Trip and flies a subsequent flight within the same Work Day, the subsequent Trip will be paid under Section M.4. except that any assignment designated R4 "On Airport" duty shall be paid per Section M.6. of this Article, in addition to the pay or pay credit for his original scheduled assignment.

A Crewmember is awarded/assigned a Trip out of Open Flying/DOF as a Flex Day assignment, the Crewmember shall receive pay or pay credit for the Flex Day assignment toward his Line of Time per Article 13.G.7.

A Crewmember is given a Flex Day Assignment, completes the assignment and flies an Open Flying/DOF Trip after the Flex Day assignment is complete on the same Work Day, the subsequent Open Flying Trip is paid under Section M.4. except that any assignment designated R4 "On Airport" duty shall be paid per Section M.6. of this Article, and the Crewmember shall receive pay or pay credit for the Flex Day assignment.

A Crewmember is released on his Flex Day and subsequently flies an Open Flying/DOF Trip on that same Work Day, the Open Flying/DOF Trip is paid under M.4. except that any assignment designated R4 "On Airport" duty shall be paid per Section M.6. of this Article.

6. A Captain will be paid a premium of seven dollars (\$7.00) per hour and the First Officer and Second Officer/PFE will be paid a premium of five dollars and fifty cents (\$5.50) per hour on any international flight segment. Pay shall be on a block to block basis.



## **SECTION F. COMPENSATION/FLIGHT TIME CONSIDERATION**

1. When a Crewmember assigned to a Regular Line of Time is assigned to training, he shall receive his monthly salary and his total allowable scheduled flight hours shall be reduced by the number of scheduled flight hours missed as a result of such training.
2. A Crewmember shall receive flight time credit for Company or FAA required training and proficiency checks which fall on a previously scheduled Work Day in his initial bid line at the following rates:
  - a. Four (4) hours of flight time credit for each day of ground school.
  - b. Four (4) hours of flight time credit for each day of simulator time.

## **SECTION G. TRIP TRADES**

1. Crewmembers who are permitted by the Company to trade trips per Article 13, Section L. of this Agreement, shall be paid according to their bid line award.
2. Once a trade is in effect, a Crewmember shall receive pay credit for the greater of either the scheduled flight time, or the actual flight time performed by the Crewmember with whom he traded.
3. Should the trip trade include assignments containing deadhead transportation, the Crewmember shall receive pay credit for the deadhead whether or not the Crewmember with whom he traded performs the deadhead.

## **SECTION H. INSTRUCTOR/CHECK AIRMAN DUTIES**

1. A Crewmember assigned to Instructor or Check Airman duties shall receive the following hourly rates of pay in addition to his regular monthly guarantee while so assigned.

DC-8/B-767	\$55.00 per hour
Engineer/Second Officer	\$35.00 per hour
DC-9	\$50.00 per hour
2. A Crewmember assigned to Check Airman duties shall receive the additional compensation listed in paragraph H.1. of this Section any time he performs the duties of a First Officer on any flight, whether or not it is in the capacity of a Check Airman. Additionally, a Check Airman performing the duties of a First Officer while not conducting training shall receive Emergency Replacement Assignment pay as per Section E.4.

of this Article.

### **SECTION I. COURT APPEARANCES**

A Crewmember who, at the Company's request or who is subpoenaed, appears in court, or appears at an informal or formal Federal Aviation Administration (FAA), NTSB, or Company hearing or appears before any governmental, regulatory or law enforcement body in connection with any occurrence arising out of his employment with the Company, except where the Crewmember is the Plaintiff in a civil lawsuit or is defending a certificate action, shall receive pay and credit for all scheduled time or days lost, whichever is greater. If this appearance occurs on a Crewmember's scheduled Day(s) Off, the Crewmember shall receive additional compensation as per Section M.3. of this Article.

### **SECTION J. JURY DUTY**

1. A Crewmember who is on jury duty service during any portion or all of a Bid Period shall be guaranteed pay and credit for all assignments missed or the guarantee as set forth in Section D. of this Article, whichever is greater. There shall be deducted from his pay an amount equal to the compensation he receives for performing jury duty.

### **SECTION K. DEADHEAD TRANSPORTATION**

1. Crewmembers, assigned to deadhead by the Company, or awarded a trip which includes Deadhead transportation, shall receive flight pay credit at the rate of one hundred percent (100%) for each hour (one for one), or portion thereof, for Deadhead travel on a Block to Block basis on Company aircraft.

**Intent:** The Crewmember shall receive pay credit for the scheduled/actual/greater flight time for the assigned or awarded Line trip, Open Flying trip, DOF trip, or Emergency Replacement Assignment trip, whether or not the Deadhead is performed.

2. Crewmembers, assigned to deadhead by the Company on a commercial passenger carrier, or awarded a trip which includes Deadhead transportation on a passenger carrier, shall receive flight pay credit at the rate of fifty percent (50%) for each hour, or portion thereof, for the scheduled Deadhead travel time as shown in the most current Official Airline Guide.

**Intent:** The Crewmember shall receive pay credit for the scheduled flight time for an assigned or awarded Line trip,

Open Flying trip, DOF trip, or Emergency Assignment trip, whether or not the Deadhead is performed.

3. Crewmembers, assigned to deadhead by the Company on ground transportation, shall receive pay credit at the rate of fifty percent (50%) for each hour, or portion thereof, for scheduled Deadhead ground transportation travel time, not to include local van service to and from a layover hotel.

#### **SECTION L. INTENTIONALLY LEFT BLANK**

#### **SECTION M. COMPENSATION RATES**

1. One and one half (1.5) hours.
2. Two and one half (2.5) hours.
3. Four and one half (4.5) hours.
4. A minimum of four and one half (4.5) hours, or the scheduled or actual flight time, whichever is greater.
5. Five (5) hours.
6. A minimum of five (5) hours, or the scheduled or actual flight time, whichever is greater.
7. Credit for scheduled or actual flight time, whichever is greater.

#### **SECTION N. VACATION SELL-BACK COMPENSATION**

1. A Crewmember awarded a Regular or Reserve Line of Time who sells back vacation in accordance with Article 10, of this Agreement, shall receive, in addition to normal vacation pay, the following flight pay:
  - a. Each vacation day designated as sold-back on the Master Crew Schedule (Award) that contains a flight assignment shall be paid per Section M.4., of this Article.
  - b. Each vacation day designated as sold-back on the Master Crew Schedule (Award) that contains a Reserve Work Day or a Flex Day shall be paid per Section M.3. of this Article. Should that Crewmember with a Reserve Work Day or Flex Day subsequently be assigned a Flight Assignment on that day, he shall be compensated as per Section M.4. of this Article.
  - c. For each vacation day designated as sold-back on the Master Crew Schedule (Award) on which the Crewmember is assigned an On-Premise Reserve (OPR), to include either R1 or R4 "On Airport" duty assignments,

the Crewmember shall be compensated as per Section M.5. of this Article. Should the Crewmember be assigned a Flight Assignment while performing OPR or R4 "On Airport" duty, the Crewmember will be compensated as per Section M.6. of this Article.

**SECTION O. ABX CREWMEMBER INCENTIVE COMPENSATION PLAN**

The ABX Crewmember Incentive Compensation Plan (ACICP) is adopted and will continue until such time as the August 2003 ACMI Agreement is amended.

1. Each crewmember on the payroll as of December 31 of each plan year will be eligible to participate in the ACICP.
2. The Company is eligible for an "Incremental Markup" which is tied to a service quality component and a cost component in accordance with Article X of that certain ACMI Service Agreement between Airborne, Inc. and ABX, dated August 15, 2003 (the "DHL ACMI Agreement"). If the Company achieves an Incremental Markup, as such term is defined in the DHL ACMI Agreement, for the calendar year then ended, the Company will increase its 401(k) match to the PIP from the current thirty-five cents (\$.35) to fifty-five cents (\$.55) provided for in Article 22, Section A., for the next calendar year only, according to the following schedule:

Incremental Markup

% Attained per DHL ACMI Agreement	Increase in 401(k) Match	Total 401(k) Contribution
0 to .84	\$.00	\$.35
0.85 to 1.09	\$.05	\$.40
1.10 to 1.34	\$.10	\$.45
1.35 to 1.59	\$.15	\$.50
1.60 or greater	\$.20	\$.55

- a. Until the company transitions from the August 2003 ACMI to a new agreement the above amounts will be contributed regardless of crewmember 401(k) contribution to his 401(k) or other D.C. plan. The contribution will be calculated as if a six percent (6%) contribution were made.
3. It is understood that the potential increase in the 401(k) match or contribution is tied to the achievement of the Incremental Markup contained in the DHL ACMI Agreement and that the applicable thresholds for determining the cost component and

service quality components of the Incremental Markup may be changed in accordance with the terms of the DHL ACMI Agreement. The Company agrees that it will advise the Union of changes to the applicable thresholds and meet with the Union, upon request, for the purpose of explaining those changes. ABX will take no actions under the DHL ACMI Agreement with the intent of circumventing, obviating, undermining, nullifying, hindering or avoiding the benefits which will or might accrue to its crewmembers under this Section. Nothing in this agreement will prevent the Company from distributing an incentive bonus provided by a customer for the crewmembers.

4. The Company's outside auditors are to provide a letter to the Union notifying them as to the percentage of the Incremental Markup that is achieved under the DHL ACMI Agreement. After the 401(k) match or contribution has been announced and upon request of the Union, the Company will meet with the Union and its accounting representative on an annual basis to review the formula and the accounting assumptions used.

#### **SECTION P. BONUS INCENTIVE PROGRAM**

1. The Company shall establish and maintain a Bonus Incentive Program for the duration of this Agreement.
2. The Company will contribute twenty-five percent (25%) of the amount of ABX Air Inc.'s "profit before taxes" from ACMI Charter flying which exceeds fifteen percent (15%) of ABX Air Inc.'s ACMI revenue from ACMI Charter flying in the fiscal year into a Plan account. The annual contribution will then be allocated to the individual eligible crewmembers in the same proportion that their eligible W-2 wages for the year bear to the total of all eligible W-2 wages for all eligible crewmembers for that year.

The ABX Air, Inc. pre-tax profit from operations shall be derived from the ACMI services segment earnings reported for ABX Air, Inc. in ATSG's audited financial statements and related footnotes and that pre-tax profit shall include all of ABX Air's ACMI Charter flying revenues and costs that ATSG includes in its segment earnings except the following items shall be excluded: gains and losses from the sales of assets; pension curtailment; debt forgiveness; and other similar non-recurring and/or extraordinary items. Also not included are profits obtained from Aviation Services division, Postal Operations, and other operations which do not include flight crew involvement.

The definition/metric for pre-tax income is to be the same as used for ABX executives.

3. A Crewmember on the payroll at any time during the calendar year shall receive an allocation under the terms of the Plan, provided the Company's contribution under the Profits Before Taxes Formula is greater than zero.
4. The Program shall be effective on the January 1, 2010.
5. Payments pursuant to the program will be paid not later than March 15 for the previous calendar year. The form of the payment shall be a lump sum. Each participant may elect to have all or part of any payment contributed to the 401K plan.

## 767 Captain's Pay

<u>Year</u>	<u>Date of Signing</u>		<u>DOS + 1 Year</u>		<u>DOS + 2 Years</u>		<u>DOS + 3 Years</u>		<u>DOS + 4 Years</u>		<u>DOS + 5 Years</u>	
	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
1	114,149	139.89	116,432	142.69	118,761	145.54	121,136	148.45	123,559	151.42	127,265	155.96
2	122,744	150.42	125,199	153.43	127,703	156.50	130,257	159.63	132,862	162.82	136,848	167.71
3	131,819	161.54	134,455	164.77	137,144	168.07	139,887	171.43	142,685	174.86	146,966	180.10
4	142,374	174.48	145,221	177.97	148,126	181.53	151,088	185.16	154,110	188.86	158,734	194.53
5	149,113	182.74	152,095	186.39	155,137	190.12	158,240	193.92	161,405	197.80	166,247	203.73
6	150,601	184.56	153,613	188.25	156,685	192.02	159,819	195.86	163,015	199.77	167,906	205.77
7	152,108	186.41	155,150	190.14	158,253	193.94	161,418	197.82	164,647	201.77	169,586	207.83
8	153,633	188.28	156,706	192.04	159,840	195.88	163,037	199.80	166,297	203.80	171,286	209.91
9	155,162	190.15	158,265	193.95	161,431	197.83	164,659	201.79	167,952	205.82	172,991	212.00
10	156,713	192.05	159,847	195.89	163,044	199.81	166,305	203.81	169,631	207.88	174,720	214.12
11	158,355	194.06	161,522	197.94	164,753	201.90	168,048	205.94	171,409	210.06	176,551	216.36
12	160,000	196.08	163,200	200.00	166,464	204.00	169,793	208.08	173,189	212.24	178,385	218.61

## 767 First Officer Pay

<u>Year</u>	<u>Date of Signing</u>		<u>DOS + 1 Year</u>		<u>DOS + 2 Years</u>		<u>DOS + 3 Years</u>		<u>DOS + 4 Years</u>		<u>DOS + 5 Years</u>	
	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
1	38,000	46.57	38,760	47.50	39,535	48.45	40,326	49.42	41,132	50.41	42,366	51.92
2	73,646	90.25	75,119	92.06	76,622	93.90	78,154	95.78	79,717	97.69	82,109	100.62
3	80,410	98.54	82,018	100.51	83,658	102.52	85,331	104.57	87,038	106.66	89,649	109.86
4	88,272	108.18	90,037	110.34	91,838	112.55	93,675	114.80	95,548	117.09	98,415	120.61
5	93,941	115.12	95,820	117.43	97,736	119.78	99,691	122.17	101,685	124.61	104,736	128.35
6	96,385	118.12	98,312	120.48	100,279	122.89	102,284	125.35	104,330	127.86	107,460	131.69
7	98,870	121.16	100,848	123.59	102,865	126.06	104,922	128.58	107,020	131.15	110,231	135.09
8	101,398	124.26	103,426	126.75	105,494	129.28	107,604	131.87	109,756	134.51	113,049	138.54
9	103,959	127.40	106,038	129.95	108,158	132.55	110,322	135.20	112,528	137.90	115,904	142.04
10	106,565	130.59	108,696	133.21	110,870	135.87	113,087	138.59	115,349	141.36	118,810	145.60
11	109,265	133.90	111,450	136.58	113,679	139.31	115,953	142.10	118,272	144.94	121,820	149.29
12	112,000	137.25	114,240	140.00	116,525	142.80	118,855	145.66	121,232	148.57	124,869	153.03



## DC-8 Captain's Pay

<u>Year</u>	<u>Date of Signing</u>		<u>DOS + 1 Year</u>		<u>DOS + 2 Years</u>		<u>DOS + 3 Years</u>		<u>DOS + 4 Years</u>		<u>DOS + 5 Years</u>	
	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
1	108,713	133.23	110,887	135.89	113,105	138.61	115,367	141.38	117,674	144.21	121,205	148.54
2	116,899	143.26	119,237	146.12	121,622	149.05	124,054	152.03	126,535	155.07	130,331	159.72
3	125,273	153.52	127,778	156.59	130,334	159.72	132,941	162.92	135,600	166.18	139,668	171.16
4	135,594	166.17	138,306	169.49	141,072	172.88	143,893	176.34	146,771	179.87	151,174	185.26
5	142,012	174.03	144,852	177.52	147,749	181.07	150,704	184.69	153,718	188.38	158,330	194.03
6	143,429	175.77	146,298	179.29	149,224	182.87	152,208	186.53	155,252	190.26	159,910	195.97
7	144,865	177.53	147,762	181.08	150,718	184.70	153,732	188.40	156,807	192.16	161,511	197.93
8	146,317	179.31	149,243	182.90	152,228	186.55	155,273	190.29	158,378	194.09	163,130	199.91
9	147,774	181.10	150,729	184.72	153,744	188.41	156,819	192.18	159,955	196.02	164,754	201.90
10	149,251	182.91	152,236	186.56	155,281	190.30	158,386	194.10	161,554	197.98	166,401	203.92
11	150,815	184.82	153,831	188.52	156,908	192.29	160,046	196.13	163,247	200.06	168,144	206.06
12	152,381	186.74	155,429	190.48	158,537	194.29	161,708	198.17	164,942	202.13	169,890	208.20

## DC-8 First Officer Pay

Year	Date of Signing		DOS + 1 Year		DOS + 2 Years		DOS + 3 Years		DOS + 4 Years		DOS + 5 Years	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	38,000	46.57	38,760	47.50	39,535	48.45	40,326	49.42	41,132	50.41	42,366	51.92
2	70,139	85.96	71,542	87.67	72,973	89.43	74,432	91.22	75,921	93.04	78,199	95.83
3	76,417	93.65	77,945	95.52	79,504	97.43	81,094	99.38	82,716	101.37	85,197	104.41
4	84,068	103.02	85,750	105.09	87,465	107.19	89,214	109.33	90,998	111.52	93,728	114.86
5	89,468	109.64	91,257	111.83	93,082	114.07	94,944	116.35	96,843	118.68	99,748	122.24
6	91,795	112.49	93,630	114.74	95,503	117.04	97,413	119.38	99,361	121.77	102,342	125.42
7	94,162	115.39	96,045	117.70	97,966	120.06	99,926	122.46	101,924	124.91	104,982	128.65
8	96,569	118.34	98,501	120.71	100,471	123.13	102,480	125.59	104,530	128.10	107,666	131.94
9	99,009	121.33	100,989	123.76	103,009	126.24	105,069	128.76	107,170	131.34	110,385	135.28
10	101,491	124.38	103,520	126.86	105,591	129.40	107,703	131.99	109,857	134.63	116,480	142.75
11	104,062	127.53	106,144	130.08	108,266	132.68	110,432	135.33	112,640	138.04	117,701	144.24
12	106,667	130.72	108,800	133.33	110,976	136.00	113,196	138.72	115,459	141.49	118,923	145.74

## DC-8 PFE Pay

<u>Year</u>	<u>Date of Signing</u>		<u>DOS + 1 Year</u>		<u>DOS + 2 Years</u>		<u>DOS + 3 Years</u>		<u>DOS + 4 Years</u>		<u>DOS + 5 Years</u>	
	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>
1	38,000	46.57	38,760	47.50	39,535	48.45	40,326	49.42	41,132	50.41	42,366	51.92
2	70,139	85.96	71,542	87.67	72,973	89.43	74,432	91.22	75,921	93.04	78,199	95.83
3	76,417	93.65	77,945	95.52	79,504	97.43	81,094	99.38	82,716	101.37	85,197	104.41
4	84,068	103.02	85,750	105.09	87,465	107.19	89,214	109.33	90,998	111.52	93,728	114.86
5	89,468	109.64	91,257	111.83	93,082	114.07	94,944	116.35	96,843	118.68	99,748	122.24
6	91,795	112.49	93,630	114.74	95,503	117.04	97,413	119.38	99,361	121.77	102,342	125.42
7	94,162	115.39	96,045	117.70	97,966	120.06	99,926	122.46	101,924	124.91	104,982	128.65
8	96,569	118.34	98,501	120.71	100,471	123.13	102,480	125.59	104,530	128.10	107,666	131.94
9	99,009	121.33	100,989	123.76	103,009	126.24	105,069	128.76	107,170	131.34	110,385	135.28
10	101,491	124.38	103,520	126.86	105,591	129.40	107,703	131.99	109,857	134.63	113,152	138.67
11	104,062	127.53	106,144	130.08	108,266	132.68	110,432	135.33	112,640	138.04	116,020	142.18
12	106,667	130.72	108,800	133.33	110,976	136.00	113,196	138.72	115,459	141.49	118,923	145.74

## DC-8 Second Officer Pay

Year	Date of Signing		DOS+ 1 Year		DOS+ 2 Years		DOS+ 3 Years		DOS+ 4 Years		DOS+ 5 Years	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	38,000	46.57	38,760	47.50	39,535	48.45	40,326	49.42	41,132	50.41	42,366	51.92
2	45,591	55.87	46,502	56.99	47,432	58.13	48,381	59.29	49,349	60.48	50,829	62.29
3	50,109	61.41	51,111	62.64	52,134	63.89	53,176	65.17	54,240	66.47	55,867	68.46
4	55,594	68.13	56,705	69.49	57,840	70.88	58,996	72.30	60,176	73.75	61,982	75.96
5	59,645	73.09	60,838	74.56	62,055	76.05	63,296	77.57	64,562	79.12	66,499	81.49
6	59,645	73.09	60,838	74.56	62,055	76.05	63,296	77.57	64,562	79.12	66,499	81.49
7	59,645	73.09	60,838	74.56	62,055	76.05	63,296	77.57	64,562	79.12	66,499	81.49
8	59,645	73.09	60,838	74.56	62,055	76.05	63,296	77.57	64,562	79.12	66,499	81.49
9	59,645	73.09	60,838	74.56	62,055	76.05	63,296	77.57	64,562	79.12	66,499	81.49
10	59,645	73.09	60,838	74.56	62,055	76.05	63,296	77.57	64,562	79.12	66,499	81.49
11	59,645	73.09	60,838	74.56	62,055	76.05	63,296	77.57	64,562	79.12	66,499	81.49
12	59,645	73.09	60,838	74.56	62,055	76.05	63,296	77.57	64,562	79.12	66,499	81.49

## DC-9 Captain's Pay

Year	Date of Signing		DOS + 1 Year		DOS + 2 Years		DOS + 3 Years		DOS + 4 Years		DOS + 5 Years	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	95,362	116.87	97,269	119.20	99,215	121.59	101,199	124.02	103,223	126.50	106,320	130.29
2	102,544	125.67	104,595	128.18	106,687	130.74	108,821	133.36	110,997	136.03	114,327	140.11
3	109,889	134.67	112,087	137.36	114,329	140.11	116,615	142.91	118,947	145.77	122,516	150.14
4	118,942	145.76	121,321	148.68	123,747	151.65	126,222	154.68	128,747	157.78	132,609	162.51
5	124,571	152.66	127,062	155.71	129,604	158.83	132,196	162.00	134,840	165.24	138,885	170.20
6	125,815	154.19	128,331	157.27	130,898	160.41	133,516	163.62	136,186	166.89	140,272	171.90
7	127,075	155.73	129,617	158.84	132,209	162.02	134,853	165.26	137,550	168.57	141,677	173.62
8	128,349	157.29	130,916	160.44	133,534	163.64	136,205	166.92	138,929	170.26	143,097	175.36
9	129,626	158.86	132,219	162.03	134,863	165.27	137,560	168.58	140,311	171.95	144,521	177.11
10	130,921	160.44	133,539	163.65	136,210	166.92	138,934	170.26	141,713	173.67	145,964	178.88
11	132,293	162.12	134,939	165.37	137,638	168.67	140,390	172.05	143,198	175.49	147,494	180.75
12	133,668	163.81	136,341	167.09	139,068	170.43	141,850	173.84	144,687	177.31	149,027	182.63

## DC-9 First Officer Pay

Year	Date of		Signing		DOS + 1 Year		DOS + 2 Years		DOS + 3 Years		DOS + 4 Years		DOS + 5 Years	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	38,000	46.57	38,760	47.50	39,535	48.45	40,326	49.42	41,132	50.41	42,366	51.92	42,366	51.92
2	61,526	75.40	62,757	76.91	64,012	78.45	65,292	80.02	66,598	81.62	68,596	84.06	68,596	84.06
3	67,032	82.15	68,373	83.79	69,740	85.47	71,135	87.18	72,558	88.92	74,735	91.59	74,735	91.59
4	73,744	90.37	75,219	92.18	76,723	94.02	78,258	95.90	79,823	97.82	82,218	100.76	82,218	100.76
5	78,480	96.18	80,049	98.10	81,650	100.06	83,283	102.06	84,949	104.10	87,497	107.23	87,497	107.23
6	80,522	98.68	82,132	100.65	83,775	102.67	85,450	104.72	87,159	106.81	89,774	110.02	89,774	110.02
7	82,599	101.22	84,251	103.25	85,936	105.31	87,654	107.42	89,408	109.57	92,090	112.86	92,090	112.86
8	84,710	103.81	86,405	105.89	88,133	108.01	89,895	110.17	91,693	112.37	94,444	115.74	94,444	115.74
9	86,849	106.43	88,586	108.56	90,358	110.73	92,165	112.95	94,009	115.21	96,829	118.66	96,829	118.66
10	89,026	109.10	90,807	111.28	92,623	113.51	94,475	115.78	96,365	118.09	99,256	121.64	99,256	121.64
11	91,282	111.87	93,108	114.10	94,970	116.38	96,869	118.71	98,807	121.09	101,771	124.72	101,771	124.72
12	93,568	114.67	95,439	116.96	97,348	119.30	99,295	121.68	101,281	124.12	104,319	127.84	104,319	127.84



# **ARTICLE 20:**

## **EXPENSES, LODGING & TRANSPORTATION**

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### **SECTION A. UNION HOUSING COMMITTEE**

1. The Union shall select a Union Housing Committee (UHC). The UHC and the Company shall jointly review the suitability of crew lodging, rest facilities, crew meals, transportation, and facilities in Domicile. Prior to the Company entering into a hotel contract that exceeds thirty (30) days, the Company shall provide at least fifteen (15) days notice to the UHC, which shall then have the opportunity to inspect the hotel to determine if it meets the established minimum standards listed in Section G, of this Article. If the hotel does not meet the established minimum standards, and a waiver is not obtained pursuant to Section G.2. of this Article, the hotel shall be rejected, and shall not be used for crew lodging. If the UHC does not inspect the hotel, the hotel may be used if it meets the minimum standards of Section G. of this Article, and any subsequent disagreement as to the suitability of the hotel shall be resolved in accordance with Section A.3. of this Article.
2. Representatives of the UHC and the Company shall meet quarterly to evaluate and resolve problems concerning transportation, lodging, crew facilities, and crew meals. The representatives shall also discuss hotel contracts which are due renewal during the following quarter. Additionally, representatives shall meet as necessary to resolve urgent problems that arise regarding crew lodging and transportation.
3. When there is a disagreement on the suitability of a hotel, the appropriate Layover Resolution Committee (LRC) shall be notified, in writing, by the Union Housing Committee Chairman of the UHC's objections to the hotel in question. Each aircraft type shall have its own LRC which shall consist of two (2) Union members, designated principal and alternate, appointed by the Executive Board and two (2) Management members, designated principal and alternate, appointed by the Senior Vice President of Flight Operations. One (1) Union member and one (1) Management member shall jointly inspect the hotel within fifteen (15) days of receiving notice of the disagreement. The criteria set forth in Section G of this Article shall be used as guidance to determine suitability. Should that facility fail the joint inspection, it shall be replaced as soon as practical. In the event that replacement cannot be made within forty-five (45)



days subsequent to the decision being made by the LRC, the Company must provide, in writing to the LRC, the reason for the inability to make the required change and when it believes the change can be made. If the results of the evaluation cannot be jointly agreed upon, or the LRC is not satisfied with the Company's reason for not meeting the forty-five (45) day time frame referenced above, the dispute shall be handled in accordance with Article 5 of this Agreement. The Union and the Company shall be responsible for the expenses of their respective LRC members.

4. When a hotel intends to terminate its contract with the Company, the UHC shall be notified, in writing, as soon as the notification of intent to terminate has been received by the Company. When any hotel change is contemplated by the Company, the UHC shall immediately be notified in writing. The UHC and the Company shall meet and agree to a suitable replacement hotel as soon as possible. Should agreement not be reached, the provisions of Section A.3. of this Article shall apply.

#### **SECTION B. LAYOVER FACILITIES**

1. The Company shall provide suitable single-occupancy lodging, consistent with Section G of this Article, for all outbased layovers for each Crewmember who has a legal rest period scheduled in his block of time.
2. If rooms provided by the Company are not available at check in time, the Crewmember(s) shall contact the Chief Pilot on duty, or in his absence Flight Control, who shall coordinate a resolution. If the problem at the crew hotel has not been resolved within thirty (30) minutes of check in, or contracted check in time, whichever is later, the Crewmember may obtain housing at a Company published alternate hotel and claim actual expenses on the Company expense form. Hotels on the Company published alternate hotel list shall meet the specified criteria in Section G. of this Article.
3. If a crew is sent to a non-routine destination (e.g. extra section, charter) the Company shall make lodging reservations, arrange transportation, and provide for direct billing prior to the arrival of the crew. Every reasonable effort shall be made to obtain lodging at non-routine layovers that comply with the criteria specified in Section G. of this Article. If direct billing cannot be arranged, the crew will pay for lodging and transportation expenses incurred and be reimbursed by the Company for such expenses.

4. Transportation to hotels shall be provided within thirty (30) minutes of actual block-in time. Should transportation not be available within that time, the Crewmember(s) may use the first available transportation and the Company shall reimburse the Crewmember(s) for any reasonable expenses incurred. Reasonable expenses are deemed to be those not exceeding taxi cab fare for the same trip by more than twenty (20) percent. Transportation from the hotel to the airport shall be arranged to have the crew arrive in sufficient time to report for duty at their assigned report time. In no instance shall a Crewmember be required to depart a hotel at a time which would result in arriving at the airport in excess of thirty (30) minutes prior to report time solely for the convenience of the hotel.
5. Crewmembers scheduled for three (3) hours or more ground time at an intermediate stop, other than a Domicile, shall be provided:
  - a. A clean and climate controlled area with seating for each Crewmember scheduled to be there.
  - b. On site restroom with hot and cold running water.
  - c. Access to dining facilities or Company provided transportation to and from dining facilities. Vending machines, or access to vending machines, shall not be considered adequate.
  - d. Should any of the items in Section B.5.a-c of this Article become unavailable, it shall not constitute a reason to discontinue service or cancel a Trip. If any of the items in Section B.5.a-c or this Article are not available when service to that city initially starts, service to that city may be started provided within ninety (90) days of start-up the items shall be available.
  - e. B.5.a, B.5.b and B.5.d above shall apply to a station designated for R-4 duty.

### **SECTION C. FACILITIES IN DOMICILE**

1. The Company shall provide a shelter at the Crew parking lot for Crewmembers awaiting transportation to flight operations. This facility shall be enclosed to protect Crewmembers from inclement weather, and shall have heat, lighting and a phone connected to security.
2. The Company shall provide adequate sheltered facilities for the temporary storage of Crewmember's required baggage

(luggage necessary for the Crewmember to carry adequate clothing for their current trip or block of trips) and flight kits during the sort operations. Additionally, enough space shall be provided for the storage of flight kits when Crewmembers are not flying. This storage facility shall be secured and located near the crew operations area.

3. a. The Company shall provide access to a cafeteria, provide transportation for Crewmembers to a dining facility or restaurant not defined as a fast-food restaurant, or provide a crew meal at Company expense, to crewmembers performing On Premise Reserve Duty at a Domicile.
- b. The Company shall provide access to a cafeteria, provide transportation for Crewmembers to a dining facility or restaurant not defined as a fast-food restaurant, or provide a crew meal at Company expense to Crewmembers whose layover in Domicile is less than two (2) hours. The Company shall provide access to a cafeteria or provide transportation for Crewmembers to a dining facility or restaurant not defined as a fast-food restaurant to Crewmembers whose layover in Domicile is two (2) hours or greater, or may, at its discretion, provide crew meals at Company expense in lieu thereof. Vending machines, or access to vending machines, shall not be considered adequate.
4. In the event the Company moves to a new crew operations area or opens another Domicile, the UHC and the Company shall meet to review the suitability of the new facility.
5. The Company and the UHC shall meet on a semi-annual basis to review the adequacy of seating provided in crew lounges at Domicile.

#### **SECTION D. OTHER**

1. The Company shall provide bottled water in Domicile. Additionally, the Company will provide bottled water outbased for any flight segment longer than two and one half (2.5) hours for which water is not otherwise provided on the aircraft. No flight shall be delayed due to lack of water.
2. When a Crewmember is away from his Domicile on a training or other assignment, he shall be provided with suitable single occupancy lodging and transportation. These facilities shall comply with the criteria specified in Section G. of this Article.
3. In the event a Crewmember uses personal transportation on Company business, he shall be reimbursed at the current IRS

- rate per mile and for any parking fees or toll charges incurred.
4. Crew meals shall be made available, on Domestic flights, at Company expense, under any of the following circumstances:
    - a. If Crewmembers are scheduled for continuous duty in excess of eight (8) hours without an enroute stop of at least one hour forty-five minutes (1:45) at a facility that has an accessible eating facility or two hours thirty minutes (2:30) at an airport where ground transportation to an eating facility is required and provided.
    - b. If Crewmembers are scheduled for a flight segment exceeding five hours thirty minutes (5:30).
    - c. To Crewmembers required by the Company to deadhead on flights described in Section D.4.a. of this Article.
    - d. In no case, shall any Flight that qualifies for a Company expense-paid meal be required to depart without meals. In circumstances beyond the control of the Company (e.g., catering company facility burns down, natural disaster) a Company expense-paid replacement meal shall be provided in lieu of the required Company expense-paid meal.
  5. The Company shall solicit input from the UHC regarding the content of crew meals. Any flight that is required to have crew meals available that departs from an international airport shall be catered by a flight kitchen meeting ICAO standards or another agreed upon source.

#### **SECTION E. EXPENSES**

1. Whenever a Crewmember is on any Company assignment/duty away from his Domicile, he shall receive a per diem allowance beginning at the time he is scheduled to report for Duty or actually reports for Duty, whichever is later, and shall continue until termination of Duty. A Crewmember shall receive daily per diem from the Company in accordance with the following:

Effective Date:	DOS	DOS+1	DOS+2	DOS+3	DOS+4
Domestic	\$48.00	\$49.00	\$50.00	\$51.00	\$52.00
International					
Pacific Rim	\$85.75	\$86.75	\$87.75	\$88.75	\$89.75
Non-Pacific Rim	\$75.75	\$76.75	\$77.75	\$78.75	\$79.75

NOTE: Alaska and Hawaii shall be considered Non-Pacific Rim.

**SECTION F. COMMERCIAL TRANSPORTATION INTO POSITION**

1. A Crewmember required by the Company to commercial into position shall normally depart from one of the following locations:
  - a. His Domicile.
  - b. The ABX serviced commuting airport closest to his residence, or if that ABX serviced airport does not have adequate passenger facilities, the closest commercial airport to that ABX serviced airport.
  - c. The commercial airport closest to his residence. If the Company assigns a departure from other than one of the above airports, the Company shall furnish the Crewmember round trip transportation from one of the above airports to the actual departure airport. Should the Crewmember use personal transportation, when transportation is not provided by the Company, he shall be reimbursed for tolls and parking fees incurred plus the current IRS per mile rate for that round trip.
  - d. A Crewmember required to take a commercial flight into position or take a commercial flight out of position during a Block of Time shall be provided transportation to one of the airports listed in Section F.1.a-c, of this Article. All commercial travel conducted under Section F. of this

Article shall be in accordance with Article 13, Section F.3. and Article 18, Section E.

## **SECTION G. SUITABLE LODGING**

1. In addition to safety considerations, the following criteria shall be used to determine suitability of layover facilities:
  - a. Required:
    - 1) Rooms scheduled to be available at the contracted sign-in time.
    - 2) Clean rooms in good repair with room darkening curtains.
    - 3) Restaurant located in the hotel and two (2) other non-fast food type restaurants within walking distance or accessible with hotel provided transportation.
    - 4) Transportation to the hotel shall be scheduled to be provided within 30 minutes of block in.
    - 5) Non-smoking rooms provided daily for all Crewmembers.
    - 6) Rooms away from city and traffic noises, elevators, maid's rooms, ice and vending machines.
    - 7) Separate operational heating/air conditioning control for each room.
    - 8) Rooms furnished with double or larger sized bed.
    - 9) Rooms with interior hallway entry doors.
    - 10) For International layovers, free internet access, provided directly by the hotel or by an outside vendor/service billed directly to the Company, accessible either in the Crewmember's room, an airline crewmember lounge, or a twenty-four (24) hour hotel business center.
    - 11) Cable television, if available.
    - 12) Rooms located on the second floor or higher, if first floor rooms have outside access.
  - b. Preferred:
    - 1) Smoking rooms available on request.
    - 2) Located within walking distance to shopping and theaters.
    - 3) Express check-in and check-out.

- 4) Discount rate for crews at the hotel restaurant.
  - 5) Room service.
  - 6) Vehicles used to transport Crewmembers to and from hotels shall be equipped with seat belts for each passenger.
  - 7) For Domestic layovers, free internet access, provided directly by the hotel or by an outside vendor/service billed directly to the Company, accessible either in the Crewmember's room, an airline crewmember lounge, or a twenty-four (24) hour hotel business center.
  - 8) Exercise facility or transportation provided to such facilities.
  - 9) Fees waived for local calls and toll free calls.
2. Whenever there is a legitimate need to waive one or more of the "must have" items, the Company and the Union Housing Committee shall meet to discuss and review the need for the waiver. Waivers shall be jointly approved by the Company and the President of Local 1224. The Company and the Union shall maintain a list of hotel(s) that have been granted a waiver. The list shall specify the reason(s) for the waiver, and shall be available to all Crewmembers in the crew area. The Union shall not unreasonably deny a waiver due to lack of an item on the "must have" list in paragraph 1 above.
  3. The UHC shall fully cooperate and assist the Company in locating suitable housing at a reasonable cost.

#### **SECTION H. SUITABLE SURFACE TRANSPORTATION**

1. All surface transportation shall be provided in vehicles that are clean, in good working order, equipped with operable seat belts and shoulder harnesses, and equipped with operable air conditioning or heat, as applicable for the environmental conditions. Company provided transportation shall be non-smoking. Non-Company provided transportation shall be provided by a commercial limousine/ground transport service. The contract with the service shall stipulate that the drivers refrain from smoking during the crew transportation.
2. No surface transportation shall be scheduled greater than three (3) hours under any road or weather problem that can reasonably be expected to exist on the route of travel.

# **ARTICLE 21: GENERAL CONDITIONS**

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## **SECTION A. INTENTIONALLY LEFT BLANK**

## **SECTION B. PERSONNEL FILES**

1. The Company shall maintain a personnel file, an airman's file, and a training file for each Crewmember. The personnel file shall contain all personnel related documents involving the Crewmember. The airman's file shall contain all documents relating to the Crewmember's flight status. The training file shall contain all of the Crewmember's training records. Upon request, a Crewmember may review any of his files in the presence of the appropriate Company official at a time and place agreed upon between the Crewmember and the Company.
2. Upon request, a Crewmember shall be entitled to copies of any document(s) in any of his files. No letter of reprimand or any other disciplinary report, nor any reference to such letters, records, or reports, or matters considered therein, shall in any way be used by the Company against any Crewmember after two (2) years from the date of issue or entry.
3. No letter of counseling, reprimand, warning, or any other disciplinary report shall be issued to any Crewmember or placed in any file held by the Company on the Crewmember unless a copy of the letter, reprimand, or report is provided to the Crewmember. Copies of such documents shall also be sent to the Local Union President.
4. The Company shall send the copies required pursuant to paragraph 3 of this Section via certified U.S. mail, return receipt requested, to the Crewmember's address of record, and the address of record for the Local Union. The Company shall attach such documentation as is provided by the United States Postal Service as proof for certified mail, return receipt requested, to its file copy of the document.

## **SECTION C. SEPARABILITY AND SAVINGS**

If any Article, Section, or provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any Article, Section, or provision should be restrained by such court pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article, Section or provision



to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article, Section, or provision is held invalid, either party may request negotiations for the purpose of arriving at a satisfactory replacement for such Article, Section or provision. In the event such negotiations fail to produce an agreement as to such replacement, either party, notwithstanding the provisions of Article 25 of this Agreement, may invoke the services of the National Mediation Board in accordance with the provision of Section 6, Title 1, of the Railway Labor Act, as amended, to resolve such dispute.

#### **SECTION D. PASSES/REDUCED TRANSPORTATION**

Consistent with the Company's pass policy and interline agreements with other carriers, if any, all Crewmembers covered under this Agreement and their immediate families shall be entitled to the same pass or reduced fare privileges afforded or available to other ABX Air, Inc. employees and their families.

#### **SECTION E. INDEMNIFICATION AGAINST CLAIMS**

1. The Company shall provide, at no expense to a Crewmember, legal representation for any claims by third parties, including foreign governments, arising out of the Crewmember's operation or attempted operation of a Company owned or leased aircraft while the Crewmember is acting within the scope of his duties for the Company.
2. The Company agrees to indemnify and hold harmless a Crewmember or his estate, for the amount of any monetary judgment or awards rendered against the Crewmember or the Company arising out of legal proceedings as described in paragraph 1.
3. The indemnification provided by this Section is not applicable if:
  - a. either the Company or the Crewmember has initiated the legal proceeding arising out of the Crewmember's operation or attempted operation of a Company owned or leased aircraft against the other; or
  - b. the legal proceeding is due to the Crewmember acting outside the scope of his employment including gross negligence, intentional or criminal misconduct; or
  - c. the Crewmember refuses to cooperate in the legal proceedings.

4. The Company has no obligation under this Section to reimburse Crewmember(s) for any fine or penalty imposed on a Crewmember by the FAA, NTSB, or any other US governmental regulatory body or to provide representation before such agencies.

#### **SECTION F. MAILING OF CHECKS**

Upon written request to the Flight Department Office Supervisor, the Company will mail any check due the Crewmember to his specified mailing address. Such request must be received by the Company at least one week before the check is due.

#### **SECTION G. SALE AND MERGER**

Except as provided in Article 1 of this Agreement, in case of consolidation, sale, merger, or acquisition, the Company and the Union will meet without delay to discuss any proposals regarding employees as a result of such action. During such discussions, the provisions of this Agreement shall remain in effect. In the event the parties fail to reach an agreement, the Union or the Company shall be free to serve a Section 6 reopener under the provisions of the Railway Labor Act, as amended.

#### **SECTION H. NEW EQUIPMENT**

1. Before a different type of aircraft not referenced in this Agreement is placed into service, conferences may, irrespective of any provisions of this Agreement, be initiated by either the Company or the Union in accordance with Section 6, Title 1 of the Railway Labor Act, as amended, for the purpose of negotiating salaries, rules, and/or working conditions for such aircraft which shall be retroactive to the date such equipment is placed into service. Such conferences, if held, shall not delay the placing of such aircraft into service. However, if any such aircraft is placed into service before agreement is reached regarding rules, and/or working conditions such aircraft will be operated in accordance with all of the provisions of this Agreement except where FAR are more restrictive, in which case FAR will represent the minimum standard in those areas where it is more restrictive than this Agreement.
2. Should any new equipment be added requiring a separate type rating from any of those currently in use by the Company, all Crewmembers will be eligible to bid on the openings on the new equipment. Any Crewmember who is awarded a bid on this new equipment which is considered either a downbid or

lateral bid shall not bid for any subsequent upgrade that would commence training within twenty-four (24) months of the completion of IOE on the new equipment. This equipment freeze may be waived by agreement between the Union and the Company.

#### **SECTION I.**

The Company shall furnish each Crewmember with an identification card.

#### **SECTION J.**

A Crewmember shall keep the Flight Department Office Supervisor notified of his current telephone number and mailing address. In the event a telephone number and/or mailing address should change, the Crewmember shall notify the Flight Department Office Supervisor within five (5) business days of the change(s).

#### **SECTION K.**

Should a Pilot who currently holds a position which requires an FAA First Class Medical Certificate, be declared medically unfit to maintain that medical certificate, qualify for an FAA Second Class Medical Certificate, that Pilot may bid for, and if his seniority allows, hold a flight position which requires only a Second Class Medical Certificate.

#### **SECTION L. COMPANY REPORTS**

1. By February 28 of each year, the Company shall provide the Union with a report of each Crewmember's W-2 earnings of the previous year.
2. The Company shall provide the Union a monthly update, via a agreed upon electronic means, with the current address and phone number of all Crewmembers.

#### **SECTION M. UNION CHARITABLE CONTRIBUTIONS**

1. The Company shall provide the Union members with the ability to make payroll deductions to the Airline Professionals Charitable Foundation.
2. The Union shall not compete with the Company's Fall Charity Fund Drive. Moneys collected by the Union for one of the three charities covered by the Company's Drive (United Way, Heart Association, Cancer Society) shall be presented by the Union to the Company in the form of a check payable to the

- applicable charity. The Company shall forward the check to the applicable charity.
3. Should an unexpected catastrophic or natural disaster occur in a given year, such as Hurricane Katrina, the Company will allow for either a one-time additional deducted amount or an additional fixed amount for the 26 pay periods as part of the Crewmember's existing charitable contribution amount. The printout of payments provided to the Union by the Company shall be in the same format as that used for other payroll deductions.

#### **SECTION N. CHRISTMAS TRAVEL**

1. The Company shall return Crewmembers who are scheduled, rescheduled, awarded, assigned or reassigned out of Domicile to their place of residence for Christmas, or to a destination of their choice as long as the cost of the ticket transportation is less than the cost of a ticket to their residence (e.g., rental car instead of an airline ticket). Such travel shall only be scheduled for those Crewmembers on a layover within the Domestic boundaries as defined in this Agreement, or Alaska, and shall not be scheduled so as to interfere with a scheduled Trip(s), scheduled charter trips or scheduled FAR rest periods.
2. Should any flight previously scheduled to fly on Christmas be canceled for reasons other than a mechanical breakdown, weather, or circumstances beyond the Company's control, the affected Crewmember(s) shall either be provided a ticket or reimbursed the cost of the necessary ticket. The cost basis used for reimbursement of the ticket shall be the lowest available coach fare available to the Crewmember at the time of cancellation.
3. Transportation shall be arranged to ensure the Crewmember's return to duty to cover his scheduled flight(s).
4. Transportation provided under this Section shall not be considered duty time.

#### **SECTION O. RECORDED DATA**

1. Data obtained from cockpit monitoring devices shall not be used in any disciplinary or discharge action. The use of data obtained from cockpit monitoring devices shall be limited to the following non-disciplinary purposes:
  - a. The review and/or the investigation of matters involving safety. And/or

- b. The diagnostic studies of airplane or airplane component characteristics.
2. Cockpit monitoring device data will not be monitored on either a random or regular basis for the purpose of determining individual Pilot performance or irregularities unless otherwise required by law or governmental authority. This language in no way limits the future establishment of a Flight Operations Quality Assurance (FOQA) program by the parties.

## **ARTICLE 22: RETIREMENT – DB / DC PLANS, 401K MATCH AND BONUS PLANS**

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### **SECTION A. GENERAL**

The Company shall continue the ABX Air Profit Sharing Plan, the Pilot Minimum Monthly Retirement Income Plan (“MMIP”), the 401(k) Plan (“PIP”), the Crew Member Benefit Protection Plan, the Crewmember Incentive Compensation Plan, the Follow On Defined Contribution Plan (“Follow On DC Plan”) and the Retiree Health Insurance plan for the duration of this Agreement except as otherwise provided herein. Further, any changes required by law or required by this agreement to these plans are to be made with thirty (30) days notice to the Union except the PIP which is governed by its own specific notice requirements within that Plan.

### **SECTION B. THE PILOTS MINIMUM MONTHLY RETIREMENT PLAN (DEFINED BENEFIT PLAN) (“MMIP”) AND THE CREWMEMBER BENEFIT PROTECTION PLAN.**

1. The Company will amend the MMIP to freeze the MMIP, i.e., freeze years of service and the Average Monthly Compensation, as that term is defined in the MMIP, on a date to be selected by the Company but no later than August 16, 2010 (“Freeze Amendment”), provided that the Freeze Amendment shall provide that Average Monthly Compensation shall be the greater of Average Monthly Compensation calculated as of (a) the effective date of the freeze or (b) as of December 31, 2009. The text of such amendment shall be subject to the approval of the Union, which shall not be unreasonably withheld.
2. Union member of MMIP Advisory Committee. The Company shall amend Section 12.01 of the MMIP, Appointment of Committee, to allow the Union to appoint one member of the Pilots Minimum Monthly Advisory Committee, effective on the effective date of the Freeze Amendment. The text of such amendment shall be subject to the approval of the Union, which shall not be unreasonably withheld.
  - a. Additional agreements regarding the Union’s appointee to the MMIP Committee. The Union’s appointee shall have the same rights and responsibilities as all other members of the Committee. In order for the Union appointee to continue to have full information and participation as a member of the named fiduciary for the Plan, the Union

appointee will also be a member of any sub-committee of the Committee. In addition to the amendment to Section 12.01 of the MMIP stated above, the MMIP document and the Master Trust shall be amended as necessary to comply with this Agreement. The text of such amendment shall be subject to the approval of the Union, which shall not be unreasonably withheld.

3. Elimination of the penalty under Section 4.02 of the MMIP. ABX shall amend the MMIP as soon as possible but no later than December 31, 2009, to provide that, effective June 1, 2006, Section 4.02 of the MMIP (regarding calculation of benefit when service terminates prior to attainment of Normal Retirement Age) is deleted from the MMIP. The text of such amendment shall be subject to the approval of the Union, which shall not be unreasonably withheld.
4. The Union and the Company have as their goal the termination of the MMIP on a cash out basis. When the MMIP is fully funded on a termination basis that allows for a lump sum option for participants, the Company and the Union shall meet to discuss terminating the MMIP. After a reasonable period of time for discussions, if it is determined that it is in the interest of the MMIP's participants to terminate the MMIP, the Company will amend the MMIP to provide for a lump sum and will take all actions necessary to terminate the MMIP.
5. By operation of the terms of the Crew Member Benefit Protection Plan, the freezing of the MMIP will have the effect of freezing the Crew Member Benefit Protection Plan. In addition, the Company will discontinue all contributions to the ABX Air Profit Sharing Plan. This does not prohibit the parties from mutually agreeing to place funds into the Profit Sharing in lieu of the MMIP should it be decided to do so.

### **SECTION C. PILOTS INVESTMENT PLAN ("PIP") AND CREWMEMBER INCENTIVE COMPENSATION PLAN.**

Until the current ACMI agreement with DHL terminates or is replaced, the Company shall continue the ABX Crewmember Incentive Compensation Plan, as amended in Article 19, Section O. of this Agreement.

When the current ACMI agreement terminates or is replaced, the following will apply:

Maintain the PIP as it is on the effective date of this Agreement, but eliminate the Company match under the ABX Crewmember Incentive Compensation Plan (Article 19, Section O. of the 2003

Agreement) and amend PIP to comply with Article 19, Section P. of this Agreement (regarding the Bonus Incentive Program).

#### **SECTION D. FOLLOW ON DEFINED CONTRIBUTION PLAN**

1. Plan Document. Absent an agreement by the parties to incorporate this Follow On Plan into the existing PIP, the Company shall prepare a plan document for the Follow On DC Plan and that document shall be presented to the Union for approval, provided that such approval shall not be unreasonably withheld. That plan document shall meet the following requirements:
  - a. Participants. Participants in the Follow On DC Plan shall be all crewmembers who have not attained twenty-five (25) Years of Service (“YOS”) in the MMIP or more as of the effective date of the Freeze Amendment to the MMIP.
  - b. Investment options, oversight and recordkeeping. The contributions shall be made on the same schedule, and the investment options, fiduciary oversight, and recordkeeping shall be the same as provided under PIP on the date of signing of this Agreement and as amended by the PIP Advisory Committee.
  - c. Contributions to the Follow On DC Plan. ABX shall make contributions to the individual account of each of the Follow On DC Plan’s Participants, as defined in Section D.1.a. above, and the contribution shall be equal to a percentage (to six decimal places) of each such Participant’s pensionable compensation. The percentage (to six decimal places) to be contributed for each Participant shall be determined as follows:
    - i.) Subtract the Crewmember’s Age, on the date of the freeze, from sixty-five (65).
    - ii.) Subtract the Crewmember’s YOS, on the date of the freeze, from twenty-five (25) (minimum of zero (0)).
    - iii.) Take the lower of the numbers calculated in D.1.b.i and D.1.b.ii.
    - iv.) Multiply the number in D.1.b.iii by one and one-half (1.50), not to exceed seven and one-half (7.5).
    - v.) The product obtained in D.1.b.iv. shall be the percentage of all gross compensation to be contributed to the Follow On DC Plan for each eligible Crewmember.



**SECTION E. RETIREE HEALTH INSURANCE BENEFIT**

1. A Crewmember shall be covered by the Retiree Health Insurance Benefit when he retires from ABX Air, Inc. at the age of 60 or later, provided that at the time of his retirement he is covered under the Medical Plan. Coverage under the Retiree Health Insurance Benefit ends the later of the date that the Crewmember reaches age sixty-five (65) or the date on which his spouse reaches age sixty-five (65). The Crewmember and spouse are also covered by that Benefit under the following circumstances:
  - a. A Crewmember who is on furlough status or a medical leave of absence, is age sixty (60) or older, and has continued his health care coverage through COBRA, for up to the preceding thirty-six (36) consecutive months shall be eligible for the Retiree Health Insurance benefit when he retires. The period of time that health insurance premiums are paid by the Company pursuant to Article 17 shall not be counted against this thirty-six (36) month limit, i.e., Begin counting the thirty-six (36) months after the Company-paid health care benefit of twelve (12) months in the case of disability, or three (3) months in the case of furlough has ended.
2. The Company's share of the contribution rates for medical and prescription drug coverage set forth in Section A1(a) of Article 17 is as follows:

a.

	2010	2011	2012	2013	2014	2015 and on
Employee & Spouse 60-65	<b>Contribution</b>	<b>Contribution</b>	<b>Contribution</b>	<b>Contribution</b>	<b>Contribution</b>	<b>Contribution</b>
Employee Only	\$310.00	\$333.25	\$358.24	\$385.11	\$414.00	\$ 434.70
Employee & Spouse	\$620.00	\$666.50	\$716.49	\$770.22	\$827.99	\$ 869.39
Employee & Children	\$620.00	\$666.50	\$716.49	\$770.22	\$827.99	\$ 869.39
Employee, Spouse, & Children	\$930.00	\$999.75	\$1,074.73	\$1,155.34	\$1,241.99	\$ 1,304.09

- b. When the participant reaches 65 and has a spouse who is younger than 65 and/or qualifying dependants, the Company's share of the contribution rates for medical and prescription drug coverage set forth in Section A.1.a. of Article 17 is as follows:

	2010	2011	2012	2013	2014	2015
Employee 65 & Spouse< 65	<b>Contribution</b>	<b>Contribution</b>	<b>Contribution</b>	<b>Contribution</b>	<b>Contribution</b>	<b>Contribution</b>
Employee Only	\$310.00	\$333.25	\$358.24	\$385.11	\$414.00	\$434.70
Employee & Spouse	\$310.00	\$333.25	\$358.24	\$385.11	\$414.00	\$434.70
Employee & Children	\$310.00	\$333.25	\$358.24	\$385.11	\$414.00	\$434.70
Employee, Spouse, & Children	\$620.00	\$666.50	\$716.49	\$770.22	\$827.99	\$869.39

Amend Chart above 2015 and on.

3. Retirees shall be allowed an annual election as to which medical and prescription drug coverage they select. This enrollment period is to occur in the fall of the year with the actual coverage and rates to go into effect on January 1 of each year. The Company shall conduct the annual open enrollment and also process family/work status change enrollment during the calendar year and notify the Fund within thirty (30) days of the election made by each Crewmember.
4. If a Crewmember does not elect medical and prescription drug coverage under this Article 22 within thirty (30) days of retirement, the Crewmember shall not be eligible to enroll for retiree coverage at a later date. Note: If coverage is available under the Fund for a retiree after attainment of age sixty-five (65) or for the spouse of a retiree after attainment of age sixty-five (65), or if a retiree or spouse of a retiree is otherwise eligible for coverage under Medicare, the retiree and spouse must enroll in Parts A and B of Medicare because Medicare shall be the primary payer.
5. The Union shall hold ABX Air, Inc. harmless in all respects for disputes arising out of action by the OCT or the Fund and its Trustees pursuant to Section E. of this Article or for actions taken by ABX Air, Inc. at the direction of the OCT or the Fund and its Trustees.



# **ARTICLE 23: INTERNATIONAL OPERATIONS**

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## **SECTION A. GENERAL**

1. International Operations conducted by the Company shall be conducted in conformance with the provisions contained in this Agreement. Where no differences are specified between International Operations and Domestic Operations, Domestic Operations rules contained in this Agreement shall apply.
2. In the event that the Union or the Company has concerns regarding the security of Crewmembers in foreign locations, the parties shall promptly meet and confer regarding appropriate security measures to be taken in light of the risk reasonably expected to be incurred. Any security measures reasonably required shall be implemented.

## **SECTION B. DEFINITION**

1. International flight segment means any flight segment to and/or from any International airport. An International airport is defined as any airport not within the geographical boundaries of the forty-eight (48) contiguous United States, US Caribbean possessions and territories, Canada and Mexico
2. Notwithstanding the definition above, anytime domestic flight rules are utilized for scheduling purposes (flight and duty time rules), for flights to or from Alaska, International hourly pay, as defined in Article 19.E.6. shall not apply. All other International flight Segments, as defined in Section B.1. of this Article, shall be compensated in accordance with Article 19.E.6.

## **SECTION C. INTERNATIONAL SCHEDULING AND HOURS OF SERVICE**

1. The provisions of Article 13 of this Agreement shall apply to international flight operations for the purpose of preparing international schedules and/or incorporating international Trip(s) into the schedule. In the event the International Trip(s) cannot be incorporated into a Regular Line of Time it shall be placed into Open Flying for bidding purposes. Any time off, if given out of Domicile, shall not count toward minimum days off.
2. International Hours of Service shall be as follows:
  - a. Crewmembers reporting for International Flight Operations or Flight Segments shall not be scheduled or planned to

exceed twelve (12) hours of duty aloft in any twenty-four (24) hour period.

## **SECTION D. THIS SECTION INTENTIONALLY BLANK**

## **SECTION E. EXPENSES AND TRANSPORTATION**

### **1. Per Diem and Expenses**

- a. Per Diem for international flying will be paid as provided in Article 20. A Crewmember shall receive applicable international per diem anytime a takeoff or landing is accomplished at an airport defined as international, or whenever international rules are used for planning and dispatching a Flight.
- b. Other reimbursable expenses include the cost of obtaining a Passport (when it is a required item for the Crewmember's flight kit), a Restricted Radio Telephone Operator's permit, Visas (if required), and inoculations required by the Company or recommended by either the National Institutes of Health or the Centers for Disease Control for the geographical locations into which Crewmembers will be performing flight assignments.

### **2. Meals**

- a. The Company shall provide one (1) meal, at Company expense, for each Crewmember (including deadheading Crewmembers) on any international Flight scheduled for less than eleven (11) hours of duty time.
- b. The Company shall provide two (2) meals, at Company expense, for each Crewmember (including deadheading Crewmembers) on any international Flight scheduled for eleven (11) hours of duty time or more.
- c. The Company shall meet with representatives of the Union Housing Committee to review the content and quality of crew meals.
- d. If meals are not delivered on time, the flight Crewmembers shall contact Flight Control to arrange for prompt delivery of the crew meals. The flight Crewmembers will use their discretion, consistent with their responsibility under the FARs, to determine whether the Flight will depart without meals on board. In no case, however, shall any Flight be required to depart without meals if the block time exceeds 6.0 hours.

- e. Each aircraft involved in international flight operations shall be equipped with a microwave, cooler and supplied with ice. The oven shall be operable if the crew meal requires heating. The crew may elect to depart without any of the above mentioned items.
3. Lodging
  - a. Whenever the Company has a crew layover at an International Layover Station, it shall use hotels as set forth in Article 20.
  - b. The Union's Housing and Security committees shall meet with the Company semi annually, during the first and third quarters of the year, to review the suitability of all international layover hotels. Should either the Union or Company deem a hotel unsuitable, the Layover Resolution Committee shall be notified and the provisions of Article 20, Section A.4. shall be followed.
4. Unless restricted by FARs, or prohibited by the charter contract, ABX jump seats on international flights will be made available to flight crewmembers. ABX Air, Inc. or the party negotiating charter contracts on ABX Air, Inc.'s behalf, shall make every reasonable effort to insure no prohibition on jumpseats exists. It shall be the crewmembers' responsibility to obtain the necessary paperwork (e.g., passports, visas, immunizations, etc.).
5. The Company shall provide a Crewmember who becomes sick or injured while on an International flight assignment, at no cost to the Crewmember, access to medical care, and if determined necessary by medical personnel, medical evacuation to an appropriate care facility. Additionally, the Company will reimburse a Crewmember engaged in international flight operations for any occupational illnesses arising from his activities as a Crewmember due to the living and health conditions peculiar to the countries in which he performed international service.
6. The Company shall provide a Crewmember who has a family medical or other emergency while on an International flight assignment, at no cost to the Crewmember, immediate return travel to the Crewmember's Domicile or place of residence.
7. The Company shall provide a Crewmember while on an International flight assignment, at no cost to the Crewmember, evacuation from an area subjected to natural disaster, civil unrest, or other similar hazardous/unstable situations.

## **SECTION F. INTERNATIONAL RELIEF OFFICERS (IROs)**

1. The Company may augment flight crews, in accordance with the applicable provisions of FAR 121.521, to conduct International flight operations. Augmented crew operations conducted by the Company shall be limited to single augmentation using wide-bodied aircraft.
2. IRO positions shall be filled with internationally qualified and type-rated First Officers. However, in order to prevent the cancellation of an international flight requiring an IRO, the Company may use Management Crewmembers in accordance with the provisions of Article 4, Section I. or may emergency assign, pursuant to Article 13, Section M., an internationally qualified and type-rated Captain to fill an IRO position. In the construction of the master crew schedule bid, Trip(s) that use augmented flight crews shall be clearly designated in the First Officer bid packages. The Company shall also clearly indicate which Crewmember(s) is fulfilling the First Officer position(s) and which is fulfilling the IRO position(s).
3. When flight crew augmentation is conducted the following shall apply:
  - a. When three (3) or fewer flight segments are scheduled, the Duty Period shall not exceed sixteen (16) hours.
  - b. When four (4) or more flight segments are scheduled, the Duty Period shall not exceed fifteen (15) hours.
4. When an IRO is occupying a flight deck position, supernumerary seats shall be made available to the Crewmember who is being relieved on the flight deck.

## **SECTION G. CREWMEMBER(S) HIJACKED, HELD PRISONER OR HOSTAGE**

1. The Company shall take whatever immediate legal and diplomatic action is available to it to secure the location and release of any Crewmember who, while in the course of his duties for the Company, is hijacked, interned, captured, held as a prisoner, or hostage of war (whether such war be formally declared or undeclared), by a foreign government, insurgents, or terrorists, or is missing as a result of an unfriendly action by a foreign government, insurgents, or terrorists. It is understood, that the phrase, "while in the course of his duties for the Company" shall include any rest period provided by the Company for the purpose of meeting its own contractual, or FAR requirements.

2. The affected Crewmember shall be entitled to compensation equal to his guarantee and insurance benefits until he is returned to his domicile or until proof of death is established in fact or there is reasonable presumption of death. Such compensation will be paid to the beneficiary designated in writing by the Crewmember prior to departure from the United States. A Crewmember will continue to accrue and maintain seniority until released from internment or as a hostage, or until there is reasonable proof of death. This continuous service accrual will apply to pay, vacations, retirement benefits, sick leave accrual or any other compensation and benefit program affected by length of continuous service. The Crewmember shall also be entitled to all retirement fund accruals and contributions normally made by the Crewmember or by the Company on his behalf.
3. The Company shall continue insurance benefits, at Company expense, for the dependents of the Crewmember until the Crewmember is returned to his Domicile or until proof of death is established in fact or legally presumed to have occurred.
4. The Company shall make available to each Crewmember scheduled for international operations a "Hijacked, Prisoner or Hostage Benefits" form. Each Crewmember will be responsible for executing the form set forth herein and returning the form to the ABX Air, Inc. Human Resources Department no less than five (5) business days prior to commencing an international flight assignment. If the Crewmember is scheduled to commence an international flight assignment within five (5) business days, then the form shall be completed and placed on file prior to the Crewmember's departure for his international flight assignment. A lack of a form on file will not be the basis for refusal to fly an international flight.



**HIJACKED, PRISONER OR HOSTAGE BENEFITS**

To: ABX Air, Inc.

You are hereby directed to pay all compensation allowable to me and any other benefits due under the provisions of this Agreement while missing or resulting from death or any other condition which causes direct payment to be impossible as follows:

\_\_\_\_\_ % of my pay to

Name: \_\_\_\_\_

Address: \_\_\_\_\_

as long as living, thereafter to

Name: \_\_\_\_\_

Address: \_\_\_\_\_

as long as living.

The balance, if any, and any amounts accrued after the death of all persons named in the above designation shall be held for me, or in the event of my death before receipt thereof, shall be paid to the legal representative 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 immediately 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 payments with respect thereto.

\_\_\_\_\_  
(Crewmember signature)

\_\_\_\_\_  
(Print name, employee number, date)

# ARTICLE 24: CRAF OPERATIONS

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## SECTION A. GENERAL

1. The current FARs shall remain applicable for Civil Reserve Air Fleet (CRAF) flights during CRAF operations unless amended by the Department of Defense (DOD) or Federal Aviation Administration (FAA).
2. In the performance of formally activated CRAF operations, if the Company has difficulty complying with the provisions of the Collective Bargaining Agreement, the parties shall meet and discuss the modifications necessary to comply with the CRAF assignment. The Union will not unreasonably withhold its agreement on those modifications.

## SECTION B. CRAF OPERATIONS

1. It is agreed and understood that the provisions of this Article shall be applicable only to the Company's activated operations which occur as a result of formal activation of the CRAF by appropriate governmental authority, unless otherwise provided below. Any CRAF operations outside of formal activation will be treated as charter operations and governed by all other Articles of this Agreement.
2. Participation in any CRAF operations, whether formally activated or on a volunteer basis, into or out of a hostile area, or transporting cargo falling under DOT Exemption 7573 shall be voluntary, except in the event of a Congressional Declaration of War and establishment of a national military draft. If there are not sufficient volunteer crewmembers to operate CRAF flights into a hostile area, or transporting cargo falling under DOT Exemption 7573, the Company retains the right to utilize management crewmembers or to contract for temporary crewmembers to operate such flights. Such temporary crewmembers will not be represented by the Union or covered by the Collective Bargaining Agreement.

	CRAF: Formal Activation		CRAF: Voluntary		CRAF 7573 Exemption	
	Hostile	Non-Hostile	Hostile	Non-Hostile	Hostile	Non-Hostile
<b>Method of Staffing</b>	Volunteer	Bid/OPF/ COF/Assign	Volunteer	Bid/OPF/ COF/Assign	Volunteer	Volunteer
Insufficient Volunteers	Mgmt/Temp	Mgmt/JRM	Mgmt/Temp	Mgmt/JRM	Mgmt/Temp	Mgmt

3. A hostile area, for the purposes of this Agreement, shall mean the definition of “war risks” in Chapter 443 of Title 49 USC currently defined as an area where there is a war (declared or undeclared), an invasion, acts of foreign enemies, warlike hostilities, civil war, rebellion, revolution, insurrection, martial law, exercise of military or usurped power, or any attempt at usurpation of power, strikes, riots, civil commotion, labor disturbances, any act of one or more persons (whether or not agents of a sovereign power) for political or terrorists purposes, or any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or any like reaction or radioactive force or matter.
  
4. a. In anticipation of the emergency nature of the CRAF operation, the Company shall keep on file a currently effective CRAF volunteer flying list. Volunteer CRAF flying shall be offered along with the annual vacation bid, and the crewmember’s volunteer status will be annotated on the vacation award package. A crewmember may remove his name from the volunteer CRAF list by providing forty-five (45) days written notice to the System Chief Pilot. The crewmember shall be released from his CRAF obligation upon satisfying one of the following conditions, listed in preferential order:
  - 1) approval of the System Chief Pilot at any time during the forty-five (45) day period;
  - 2) immediately if a sufficient number of CRAF volunteers in that crewmember’s seat position exist (i.e., if there are more than 20% excess crewmembers in a seat position. For example, if 12 crewmembers in a seat position is the minimum Company CRAF obligation, then if there are more than 15 volunteers in that crewmember’s seat position, he shall be released);
  - 3) if a qualified replacement volunteer can be found at any time during the forty-five (45) day period pursuant to a proffer for CRAF volunteers;
  - 4) at the expiration of the forty-five (45) day period following submission of the written notice.

- b. All CRAF operations shall be awarded in seniority order to the crewmembers who are on the CRAF volunteer flying list at the time the CRAF operations are initiated.
5. Crewmembers who participate in CRAF operations into a hostile area as defined in paragraph 3 of this Section shall be compensated at two hundred (200%) of the hourly flight pay rate set forth in Article 19 of this Agreement for all flight time, block-to-block, commencing at the last departure point prior to entering a hostile area, as defined in paragraph 3 of this Section until block-in of that flight, and from block-out of the return flight until the first arrival point after the flight departs the hostile area.

**Example 1:** Crewmember has a regular line of time, built to 75 hours. 20 of those hours are flown into and out of a hostile area. His hourly pay rate is \$100 per hour. For the 10 hours of his time over the 65 hour guarantee, he would get \$1000 overtime pay. For the 20 hours in the hostile area, he would get \$2000. His total overtime is \$3000.

**Example 2:** Crewmember has a regular line of time, built to 40 hours. He bids a 3-day CRAF open time trip. His hourly flight pay is \$100 per hour. The first day of overtime is a flight from JFK to Rome, Italy for 10 hours of flight time. For the day, the crewmember would receive \$1000. On the second day of the trip, he flies roundtrip from Rome to Kuwait, which results in 10 hours of hostile area pay. His pay for the day is 10 hours for the trip at \$100 per hour, plus 10 hours of hostile area pay at \$100 per hour, for a total of \$2000 for the day. On the third day he flies from Rome back to JFK for 10 hours. For the day the crewmember would receive \$1000. His total overtime pay for the trip would be \$4000.

**Example 3:** Crewmember has a regular line of time, built to 45 hours. His hourly flight pay is \$100 per hour. 10 hours of the 45 hours in his line of time is flown in a hostile area. He would receive 10 hours at \$100 per hour for a total of \$1000 overtime.

**Note 1:** The following worksheet sets forth how pay was computed for the three examples above and is to be used to calculate pay under this Article:

**Under Guarantee**

65 hours x Hourly Rate	=	\$	
+ Hostile Hours x 100% Hourly Rate	=	\$	

Monthly Pay

**Over Guarantee**

65 hours x Hourly Rate	=	\$	_____
+ Hours over 65 x 100% Hourly Rate	=	\$	_____
+ Hostile Hours x 100% Hourly Rate	=	\$	_____
			Monthly Pay

**Bonus Pay**

Hours flown or 4.5 x Hourly Rate	=	\$	_____
Hostile Hours x 100% Hourly Rate	=	\$	_____
			Bonus Day Pay

**Note 2:** The crewmembers flying the examples above will also receive any applicable international override pay and international per diem.

6. Crewmembers participating in CRAF operations covered under this Article will receive the applicable per diem and be reimbursed for expenses as specified in Article 20 of this Agreement.

**SECTION C. INSURANCE BENEFITS**

1. A crewmember participating in CRAF operations shall be eligible for continued participation in the Company's group life, hospital, medical and dental insurance programs to the extent they are presently in the Company's insurance program. It is understood that there are no act of war exclusions in these programs.
2. A crewmember who dies as a result of having been engaged in CRAF operations, or flying into a hostile area, or due to causes related thereto, or to the living or health conditions peculiar to the areas in which he is so engaged, shall be provided a death benefit in the amount of one million dollars (\$1,000,000) to be paid to the beneficiary(ies) of said crewmember. This death benefit shall be in addition to any other applicable Company provided life insurance benefit to the extent the crewmember is presently in the Company's life insurance program.
3. If, as a result of a hostile act, or due to causes related thereto, or to the living or health conditions peculiar to the areas in which he is so engaged, the crewmember becomes disabled, the crewmember shall suffer no loss of income for a period of

eighteen (18) months. The crewmember shall receive sufficient compensation, after adding Worker's Compensation, Social Security, and any other remuneration received through government or Company programs (i.e., STD/LTD) to sustain the crewmember's pay at the same level as his average W-2 earning for the preceding twenty-six (26) pay periods. At the end of this eighteen (18) month period, the crewmember shall continue to be eligible for disability benefits from the Company. Exclusions and limitations in coverage under the STD/LTD Plans for Acts of War/Acts of Aggression or similarly worded provisions shall be waived under this paragraph.

4. A crewmember participating in CRAF operations shall be covered by the benefits provided under Article 22 of this Agreement.

**SECTION D. CANCELLATION**

The Company reserves the right to cancel and withdraw from the CRAF program at any time.

**SECTION E. COVERAGE (SEE CHART)**

The following chart is an aid setting forth the coverage provided by ABX Air benefits package while performing CRAF as provided in this Article. Section C.2. also applies.

	Life Insurance	AD&D	Universal Life	Voluntary Accident	Disability	Medical/Hospital, Vision & Dental
<b>CRAF</b>						
Aviation accident	Yes	Yes	Yes	No	Yes	Yes
Any other accident	Yes	Yes	Yes	Yes	Yes	Yes
Terrorist act (non-aviation related)	Yes	Yes	Yes	Yes	Yes	Yes
Act of war	Yes	Yes	Yes	No	Yes	Yes

Illness	Yes	No	Yes	No	Yes	Yes
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This chart is only a summary. It does not include all of the exclusions, exceptions, benefits, and features, limitations or regulations that are part of the Plan Coverage. Please refer to the Summary Plan Document (SPD) for the detailed explanation and the terms of the Collective Bargaining Agreement. If any conflict exists between this chart and the SPD or actual Insurance Coverage document, the SPD and Insurance coverage will govern. A “yes” appearing in a box above signifies coverage either by insurance or by the Company as a self-insurer, in the event of death/injury during performance of CRAF duties.

## ARTICLE 25: DURATION

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This Agreement shall become effective upon the date of signing and shall remain in full force and effect until twenty-four hundred hours (24:00) on December 31, 2014, and shall renew itself without change until each succeeding December 31 thereafter, unless written notice of intended change is served in accordance with Section 6, Title 1, of the Railway Labor Act, as amended by either party at least sixty (60) days prior to December 31, 2014, or any December 31 thereafter.

One year prior to the amendable date, the parties shall begin negotiations for a successor agreement. The parties shall establish a six (6) month schedule of direct negotiations and shall meet to negotiate pursuant to that schedule. If the parties have not reached an agreement at the conclusion of the six (6) month period, they shall jointly apply to the National Mediation Board (NMB) for mediation services in accordance with 29 C.F.R. § 1203.1 and applicable NMB procedures.





## **ARTICLE 26: LETTERS OF AGREEMENT**

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1. Training Locations – **DELETED**
2. Flying to be Done by ABX Pilots
3. Training in Lieu Letter
4. Commuter Letter
5. Exemption 5167 Letter – **DELETED**
6. Disciplinary Reports
7. Quadrant Reserve Letter – **DELETED**
8. “Gap” Letter – **DELETED**
9. Professional Standards Committee
10. Extended Duty Time
11. ABX Crewmember Seniority List
12. Flight Standards Minimum Hours – **DELETED**
13. Training Review Board – **DELETED**
14. YS – Transition – **DELETED**
15. Retirement Age and Medical Insurance
16. Boards of Adjustment Panel – **DELETED**
17. Hawaii Deadhead
18. Crew Scheduling Taping
19. Waived Hotels
20. B-767 Introduction – **DELETED**
21. Retroactive Pay – **DELETED**
22. PFE Training Scholarship – **DELETED**
23. Christmas Travel
24. Second Officer Seniority Numbers – **DELETED**
25. Termination of Training – **DELETED**
26. PFE Early Retirement – **DELETED**
27. Add/Drop System – **DELETED**
28. Day Off Slide
29. Reopened – **DELETED**
30. Red Circle Pay Rates – **DELETED**

31. Astar Letter – **DELETED**
32. HIMS
33. Contract Implementation Joint Training
34. ATSG Recall of ABX Crewmembers
35. Local 1224 Access To ATSG Board of Directors Meetings
36. Crewing of Leased Aircraft
37. 2009 CBA Retro Bonus
38. Parent Letter – **PENDING RESOLUTION OF DISPUTE**
39. Severance, Retention, and other Pilot Issues
40. MOU, Article 1, Section F.3.a.
41. Implementation Agreement
42. Effective Date
43. Aircraft Utilization Letter – **PENDING RESOLUTION OF DISPUTE**

## LETTER #2: FLYING TO BE DONE BY ABX PILOTS

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November 4, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

This will confirm the commitment made by ABX Air, Inc. in negotiations leading to the 1997 agreement:

Subject to Article 1.E. of the attached Agreement, ABX Air, Inc. agrees that during the term of this Agreement neither it nor any entity which it or its successors or assigns control, manage, or hold any equity interest in, shall conduct commercial flight operations of any sort whatsoever unless such flying shall be performed by crewmembers on the ABX Air Inc. Crewmember Seniority List in accordance with the Terms and Conditions of this Agreement or any other applicable Agreement or Agreements entered into between ABX Air, Inc. and the International Brotherhood of Teamsters.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Robert D. Gray  
Vice President  
Flight Operations  
ABX Air, Inc.

Captain Joe Muckle  
President  
Teamsters Local 1224

## **LETTER #3: TRAINING IN LIEU LETTER**

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November 4, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

This letter will serve to confirm our agreement regarding training provided by the Company. It is the Company's right to set standards as presented in appropriate FAA publications and the Company's obligation to provide the necessary training, both in content and environment, to allow individuals to achieve and maintain these standards. It was also mutually agreed that each Crewmember must apply himself at all times and continually strive to maintain and improve his own proficiency.

This shared responsibility for maintaining Crewmember proficiency remains an important concept in the overview of training at ABX Air, Inc. It is also most strongly agreed that the maintenance of standards is of the utmost importance to the Company and each individual Crewmember.

The Company reserves the right to modify its training program. Specifically the Company agrees to adopt a modified "Training in Lieu" program that would allow all Crewmembers to receive one proficiency check on an annual basis. This program shall require change to the current policy regarding recurrent training while ensuring compliance with all applicable FARs. All such changes shall be made with input from the Joint Training Committee. It is understood that the adoption of the "Training in Lieu" program shall not require any enhancement to the current level of simulator certification nor is it intended that the Company shall have to purchase additional simulators for the purpose of supporting this program or incur any other similar expense which otherwise would not be required by FARs. The Company and the Union shall jointly prepare and submit the "Training in Lieu" program to the FAA for their approval within ninety (90) days from the date of signing of this Agreement. Once the program is approved by the FAA it shall be adopted within ninety (90) days unless otherwise mutually agreed upon between the Company and the Union. The Company shall make every attempt to implement this program in a shorter period of time. It is also understood that the adoption of this

program will not preclude the Company from pursuing SVE/AQP in the future should the Company decide it to be advantageous or should the FAA mandate its adoption.

During the term of this Agreement, the Company commits to the following:

1. It shall not reduce the total number of simulator periods, as specified in the ABX Air, Inc. Training Manual, which may be given in Initial, Transition or Upgrade training without the mutual agreement of the Union Training Committee.
2. It shall increase the latitude of the FAA designated Check Airman in giving additional training. The Check Airman may give one (1) additional simulator period beyond the normal syllabus for the student's aircraft and seat position without seeking approval. Any period given beyond this additional simulator period shall be given only with the approval of the Manager of Flight Standards on that equipment type. The Manager of Flight Standards shall not unreasonably deny a request for additional periods by the Check Airman. This authority shall not alter the Check Airman's responsibility to notify his Manager of Flight Standards any time successful completion of the student's training is in doubt. Such situations must be dealt with in accordance with Article 12, Section O. of this Agreement.

During the term of this Agreement the Union agrees to provide the Senior Vice President of Flight Operations with a list of candidates for Chairman of the Union Training Committee for the purpose of seeking input on the candidates prior to the Union selecting the Chairman.

The current training program or any adopted program, along with the Crewmember's individual study and attention to detail (maintenance of Standard Operating Procedures) during line operations will enhance each individual's ability to maintain acceptable proficiency in his aircraft.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Robert D. Gray  
Vice President  
Flight Operations  
ABX Air, Inc.

Captain Joe Muckle  
President  
Teamsters Local 1224

## LETTER #4: COMMUTER LETTER

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November 4, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

The following is the language agreed to concerning the "Crew Sign-In" procedures for all Crewmembers who are reporting for duty and are traveling to their assignment on an ABX Air, Inc. aircraft as a Priority 3 passenger. Crew sign-in procedures upon arrival at Domicile remain as presented in the Flight Operations Manual.

1. Each Crewmember will be required to check-in after 1700 hours local Domicile time on the day prior to the day of his intended travel to verify that he is still listed as a passenger on that flight. If he has been removed from the passenger list by that time, he shall be responsible for arranging an alternate means of transportation to his flight assignment.
2. Should the Crewmember be bumped from his flight because the aircraft is overweight, he will be considered to be signed-in for his Trip.
3. Should the Crewmember miss his trip inbound to his Domicile due to aircraft mechanical failure or diversion he will be considered to be signed-in for his Trip.
4. Should a Crewmember miss his trip inbound to his Domicile because he was bumped by a Priority 1 or Priority 2 passenger, subsequent to the check-in procedure described in paragraph 1, he will be considered to be signed-in for his Trip.
5. Any Crewmember who is bumped for any of the reasons described in paragraph 2, 3 or 4 above, shall notify Crew Scheduling immediately to explain the situation in order that Crew Scheduling may make the necessary arrangements to cover the trip. Failure to notify Crew Scheduling in accordance with this paragraph shall be grounds for disciplinary action.
6. When any trip is missed as described in paragraph 2, 3 or 4 above, the Crewmember shall be responsible to make up all days missed. These days will be made up within 90 days of the

missed trip and shall be scheduled with the mutual agreement of the crew scheduler and the Crewmember. Failure to make up the days in the allotted time will result in a loss of pay for all days not worked. The Crewmember shall receive no additional compensation as a result of making-up the trip, unless the makeup trip exceeds the total days missed.

7. Crewmembers who wish may fly Open Flying or other emergency assignment Trip(s) and have them banked against an occurrence as described in paragraph 2, 3 or 4 above, in place of other compensation for such trips under Article 19 of this Agreement. Written record of such banked trips will be provided by flight crew schedulers on request of Crewmembers.
8. The provisions of the policy shall in no way be construed to affect sign-in for any Flight Assignment or segment that is not originating at the Crewmember's Domicile.
9. The provisions of paragraphs 6, 7 and 8 of this Letter of Agreement shall apply to Crewmembers jumpseating on other CASS carriers provided that the Crewmember schedules his jumpseat at a time when there are at least two (2) back-up flights and the scheduled jumpseat is on a flight that is scheduled to arrive at least five (5) hours prior to his show time. The attempts to jumpseat on these flights must be verifiable. If the conditions described in this paragraph are met, the Crewmember shall be considered to be signed-in for his Trip. Notwithstanding the requirements of this paragraph, in the event the Crewmember is unable to arrive at his Domicile at his show time, he must notify Crew Scheduling immediately to explain the situation in order that Crew Scheduling may make the necessary arrangements to cover the trip. Failure to notify Crew Scheduling in accordance with this paragraph shall be grounds for disciplinary action.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Robert D. Gray  
Vice President  
Flight Operations  
ABX Air, Inc.

Captain Joe Muckle  
President  
Teamsters Local 1224



# LETTER #6: DISCIPLINARY REPORT

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November 4, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

This will confirm our Agreement that all letters of reprimand and disciplinary reports, including references thereto described in letters, records, or reports in any other files, shall be placed in the crewmember's Personnel File and shall be subject to the use restrictions set forth in Article 21.B. of this Agreement.

Material relating to technical proficiency maintained as part of each crewmember's Training File will not be used by the Company against any crewmember in a disciplinary hearing or proceeding, if the conduct, act, or omission for which discipline has been imposed or is being considered, is not directly attributable to the crewmember's alleged lack of technical proficiency, unless the crewmember's proficiency or training is put in issue by the crewmember or his representative.

The Company shall maintain only those records that it is required to maintain under the Pilot Record Improvement Act (PRIA). Such records shall not be maintained for a period of time greater than that which is required under PRIA.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Robert D. Gray  
Vice President  
Flight Operations  
ABX Air, Inc.

Captain Joe Muckle  
President  
Teamsters Local 1224

**LETTER #9:**

**PROFESSIONAL STANDARDS COMMITTEE**

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November 4, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

This letter will confirm that it was agreed by the Company and the Union to maintain a Professional Standards Committee. The membership and responsibilities of the Committee are subject to mutual agreement between the Union and the Company.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Robert D. Gray  
Vice President  
Flight Operations  
ABX Air, Inc.

Captain Joe Muckle  
President  
Teamsters Local 1224

# LETTER #10: EXTENDED DUTY TIME

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November 4, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

The Company and the Union agree that under certain circumstances it may be beneficial to the crewmembers and/or the Company to schedule crewmembers in excess of the duty time limitations which are prescribed in Article 18 of this Agreement.

Under these unique situations, the parties shall meet, at the request of either the Company or the Union, to review the conditions which may justify the exceeding of those duty time restrictions. Provided that an agreement can be reached by both parties regarding the working conditions associated with that exception, the duty time restrictions shall be designated for the particular trip(s) in question for a period of time agreed to by the parties.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Robert D. Gray  
Vice President  
Flight Operations  
ABX Air, Inc.

Captain Joe Muckle  
President  
Teamsters Local 1224

# LETTER #11: ABX CREWMEMBER SENIORITY LIST

ABX Air, Inc. Pilot's System Seniority List  
1/31/10

PN	NAME	DOH	CDOH	PN	NAME	DOH	CDOH
1	Loft, Terrill P.	10/20/1973		51	Sharp, Jack L. Jr.	9/16/1985	
2	McBee, Stephan G.	1/17/1976		52	Raugstad, Bernt	11/11/1985	
3	Feaga, Michael J.	9/1/1976		53	Weiser, Daniel J.	12/9/1985	
4	Adams, Andrew T.	9/20/1976	9/29/1975	54	Johnson, Grant J.	3/24/1986	
5	Norton, Ken	9/20/1976	4/12/1976	55	Ezell, Joseph M.	5/12/1986	
6	Jeck, Gregory S.	12/28/1976		56	Wolters, Bernard C.	5/12/1986	
7	Bodnar, Donald A.	3/15/1977		57	Mahaffy, William C.	6/2/1986	
8	Cirka, Robert J.	6/28/1977		58	Kasner, David S.	6/23/1986	
9	Ruddle, Adrian J.	7/7/1977		59	Lawhorn, Richard G.	9/8/1986	
10	Simpson, Edward J.	11/18/1977		60	Eck, David L.	9/8/1986	
11	Reber, John L.	12/1/1977	12/1/1976	61	Wallace, Joseph R.	9/8/1986	
12	Pascarella, Anthony J.	12/27/1977		62	Kearney, Richard W.	10/6/1986	
13	Frischmann, Joseph K.	4/20/1978	11/9/1976	63	Drews, Mark A.	11/3/1986	
14	Lewis, Kirt D.	8/21/1978		64	Cleveland, Frank A. III	1/5/1987	
15	Brooks, Randolph James	8/21/1978	9/23/1976	65	Reimer, Christopher D.	1/5/1987	
16	Ziebarth, Richard W.	8/21/1978	6/13/1977	66	Muhonen, Bruce E.	3/2/1987	
17	Brown, Gary I.	9/18/1978		67	Meredith IV, C. Spencer	3/2/1987	
18	Larsen, Borge	9/18/1978		68	Holsinger, Fredrick P.	3/2/1987	
19	Schulz, Thomas R. Jr.	10/12/1978		69	Northcutt, Ronnie L.	4/6/1987	
20	Smith, Charles M. Jr.	10/16/1978		70	Myers, Ronald L.	4/6/1987	
21	Henderson, Thomas	10/16/1978		71	Beaumont, Neil	4/6/1987	
22	Hall, Gary L.	11/1/1978		72	Studebaker, Jeffrey P.	4/13/1987	
23	Grehan, John A. Jr.	11/27/1978		73	Stoddard, Kim A.	5/18/1987	
24	Moran, Howard J.	12/4/1978		74	Houghtaling, Kenneth W.	11/30/1987	
25	Boyd, Robert C.	1/8/1979		75	Plett, John V.	12/2/1987	11/30/1987
26	Washburn, Ralph G. Jr.	1/8/1979		76	Andrews, Paul	1/4/1988	
27	Storer, William D.	2/5/1979		77	Bower, David E.	1/4/1988	
28	Faath, Edward J.	3/19/1979		78	Jayson, Stephen	1/11/1988	
29	Gatewood, Clifford K.	3/19/1979		79	Rokstad, Alf H.	2/8/1988	
30	Anderson, Bruce A.	6/4/1979		80	Niewenhou, John E.	3/7/1988	
31	Malcangi, Vince	6/4/1979		81	Vis, Maarten P.	3/7/1988	
32	Restrepo, John F.	7/9/1979		82	Valk, Daniel J.	3/7/1988	
33	Dixon, Thomas W.	7/23/1979		83	Thomson, Lionel W.	4/4/1988	
34	Maltese, Gregory J.	7/23/1979		84	Norris, Wayne C.	4/4/1988	
35	Kralich, Anthony P.	8/20/1979		85	Stonecypher, Charles L.	5/9/1988	
36	Goldman, Douglas A.	9/4/1979		86	Ermert, Ryan K.	7/5/1988	
37	Ropp, Michael E.	12/3/1979		87	McGinnis, David F.	7/5/1988	
38	Sullivan, Dennis K.	10/7/1980		88	Zink, Peter G.	8/8/1988	
39	Cavazos, Lauro F.	3/6/1983	8/19/1982	89	Dean, Jimmie E.	12/2/1988	
40	Rogers, Michael T.	10/31/1983		90	Liverman, Walter L.	12/2/1988	
41	Kothe, George F.	2/27/1984		91	Holt, Tim M.	1/6/1989	
42	Schroeder, David E.	4/9/1984		92	Skeels, Jason C.	2/3/1989	
43	Phillips, Matt S.	6/4/1984		93	Simoneaux, Brent A.	3/3/1989	
44	Onken, Bruce C.	7/30/1984		94	Baker, Wayne A.	3/31/1989	
45	Harris, Scott A.	11/26/1984		95	Wooden, Lawrence C.	4/28/1989	
46	Homme, Morten O.	11/26/1984		96	Jarman, Scott R.	4/28/1989	
47	Ferrari, Martin R.	2/25/1985		97	Pogribnichenko, Anthony	4/28/1989	
48	Held, Rodney W.	4/22/1985		98	Douglas, Edwin R. Jr.	5/26/1989	
49	Henderson, Mark E.	6/24/1985		99	Whittaker, Bryant W.	7/7/1989	
50	Blum, Scott F.	7/29/1985		100	Graffius, Thomas S.	7/10/1989	

PN – Position Number

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\*Loss of Seniority due to refused furlough recall

**ABX Air, Inc. Pilot's System Seniority List  
1/31/10**

101	Mullis, Mark W.	7/28/1989		151	Taylor, Richard A.	5/31/1991
102	Farley, Michael E.	7/28/1989		152	Tiernan, Steven C.	6/28/1991
103	Hoover, Dave G.	9/1/1989		153	Nelson, Dennis R.	6/28/1991
104	Delima, Joseph A. Jr.	9/1/1989		154	Conway, Robert M.	6/28/1991
105	Abeln, Michael J.	9/1/1989		155	Barber, Richard J.	6/28/1991
106	Lane, Terry C.	10/6/1989		156	Shearer, Martin S.	8/2/1991
107	Langford, Joe H.	10/6/1989		157	White, Keith J.	8/2/1991
108	Fries, Robert L.	11/3/1989		158	Harakal, Ronald P.	8/2/1991
109	Shull, Brian L.	11/3/1989		159	Hill, Darren L.	8/2/1991
110	Casey, Matt L.	11/3/1989		160	Connell, Daniel D.	8/2/1991
111	Minerich, William J.	12/1/1989		161	Ranson, Robert D.	8/2/1991
112	Hickson, Mark W.	12/1/1989		162	Thompson, John S.	8/2/1991
113	Graves, Daniel P.	12/1/1989		163	Smith, Glen H.	8/12/1991
114	Mayes, Joseph D.	12/1/1989		164	Collier, Lewis E.	8/30/1991
115	Girouard, Arthur E.	1/5/1990		165	Romfnh, George R.	8/30/1991
116	Boja, Robert N.	1/5/1990		166	Buckner, Richard A.	8/30/1991
117	Schechter, Andrew M.	1/5/1990		167	Hill, Steven D.	8/30/1991
118	Salls, Robert A.	2/2/1990		168	Bell, David B.	8/30/1991
119	Conlee, Carl W.	3/2/1990		169	Dym, James W.	8/30/1991
120	Hines, Thomas J.	3/30/1990		170	Schroeder, Nancy J.	10/4/1991
121	Thompson, Steve R.	3/30/1990		171	Phillips, Bernard E.	10/4/1991
122	Dickinson, Stowell A. Jr.	3/30/1990		172	Maque, James H.	11/1/1991
123	Bowman, Jay D.	3/30/1990		173	McMahon, Kerry R.	11/1/1991
124	Headley, Melvin E.	4/27/1990		174	Strom, Larry F.	11/1/1991
125	Maturin, Dena S.	4/27/1990		175	Thompson, Douglas J.	11/1/1991
126	Jacobson, Hans H.	6/1/1990		176	Cartier, Donald C.	11/1/1991
127	Jamieson, Jamie H.	7/6/1990		177	Kuhn, Timothy E.	11/1/1991
128	Wakefield, Dennis J.	8/3/1990		178	Auten, William H.	11/1/1991
129	Kazebeer, Calvern R.	11/2/1990		179	Hull, Robert G.	11/1/1991
130	Yarborough, Randall W.	11/2/1990		180	Bell, Joseph M.	12/2/1991
131	Schreiber, David M.	11/2/1990		181	Davis, Philip E.	12/2/1991
132	Hutto, John A.	11/2/1990		182	Bednar, Keith D.	12/2/1991
133	Wilson, John C.	11/30/1990		183	Shanks, Thomas S.	12/2/1991
134	Treat, Richard L.	11/30/1990		184	Myers, Philip L.	12/2/1991
135	Jurkowski, Mark W.	11/30/1990		185	Walter, Robert W. Jr.	12/9/1991
136	Kocher, William J.	11/30/1990	5/14/1981	186	Ziegler, John J.	1/3/1992
137	Rustan, David M.	11/30/1990		187	McCauley, James A. Jr.	1/3/1992
138	Luke, Charles C.	1/4/1991		188	Morton, Timothy S.	1/31/1992
139	Evans, Julian L.	1/4/1991		189	Ader, George A.	1/31/1992
140	Hitchcock, Douglas W.	1/4/1991		190	Thom, Mark R.	2/28/1992
141	Nauer, Christopher J.	2/1/1991		191	Farmer, Scott M.	2/28/1992
142	Streiffthau, Ernest R.	2/1/1991		192	Crawford, Glenn A.	2/28/1992
143	Arnold, Christopher W.	2/1/1991		193	Gardner, David	2/28/1992
144	Lawhome, David A.	3/1/1991		194	Silverson, Peter K.	2/28/1992
145	Prescott, Scot A.	3/1/1991		195	Calder, Alexander W.	3/27/1992
146	McCauley, Patrick G.	3/1/1991		196	Rodebeck, Brian L.	3/27/1992
147	Douglas, Bruce C.	3/29/1991		197	Ficek, Mark E.	3/27/1992
148	Taylor, Kenneth L.	3/29/1991		198	Wheeler, Philip A.	3/27/1992
149	Maxwell, Bradley W.	3/29/1991		199	Miller, Charles R.	3/27/1992
150	Cochran, Stephen L.	4/26/1991		200	Ford, Elbert T.	3/27/1992

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**ABX Air, Inc. Pilot's System Seniority List**  
**1/31/10**

201	Chaffin, David E.	5/1/1992		251	Shemper, Aaron P.	3/25/1994	
202	Richards, Walter J.	5/1/1992		252	Huffman, Phyllip B.	4/29/1994	
203	Ross, David R.	5/1/1992		253	Parsons, Gregory R.	8/4/1994	3/31/1989
204	Blum, Bart C.	5/1/1992		254	Alley, Lem J.	9/2/1994	
205	Kopack, Allan D.	5/1/1992		255	Rapert, Ray M.	9/2/1994	
206	Griffis, Craig E.	5/1/1992		256	Reitmeister, Gunter W.	9/2/1994	
207	Dow, Jeffrey W.	10/5/1992	5/9/1988	257	Ranz, Mark K.	9/2/1994	
208	Tremback, Paul M.	10/5/1992	3/3/1989	258	Shumaker, Kendall E.	9/30/1994	
209	Woodford, Michael C.	1/3/1993	7/30/1979	259	O'Guin, Michael B.	9/30/1994	
210	McKenna, Kevin M.	1/29/1993		260	Pedlow-Nelson, Damiene C.	9/30/1994	
211	Fisher, Michael J.	1/29/1993		261	Johnson, Glen S.	9/30/1994	
212	Snapp, Steven D.	1/29/1993		262	Pagano, John F.	9/30/1994	
213	Watts, Gregory S.	2/8/1993		263	Hart, Steven R.	9/30/1994	
214	Fetzer, Ronald	2/26/1993		264	McMakin, William D.	11/10/1994	1/27/1986
215	Harley, William H. III	2/26/1993		265	Watts, Gary L.	11/10/1994	7/21/1986
216	Buse, Patrick J.	2/26/1993		266	Moser, Robert H.	11/10/1994	5/4/1987
217	Fildes, Robert D.	4/2/1993		267	Smith, Paul L.	11/10/1994	6/15/1987
218	Sollmann, Dean P.	4/2/1993		268	Wentz, Mark T.	11/10/1994	7/27/1987
219	Wesley, Tripp C. III	4/30/1993		269	Deister, Bruce G.	11/10/1994	9/8/1987
220	Hinton, Michael D.	4/30/1993		270	Lindsay, Mark L.	11/10/1994	4/4/1988
221	Hoversten, Kent D.	4/30/1993		271	Broussard, Michael J.	11/10/1994	5/9/1988
222	Bienert, Gregory F.	4/30/1993		272	Finnegan, Martin	11/10/1994	6/6/1988
223	Demann, John P.	4/30/1993		273	McCraw, Ricky R.	11/10/1994	3/3/1989
224	Page, Stephen K.	6/4/1993		274	Rash, Christopher C.	11/10/1994	9/1/1989
225	Weissler, John W.	6/4/1993		275	Doyle, Jeffrey	11/10/1994	3/2/1990
226	Bonci, Edward A.	6/4/1993		276	Choy, Javier A.	11/10/1994	3/30/1990
227	Bethel, Stephen R.	6/4/1993		277	Joy, Juan R.	11/10/1994	9/28/1990
228	Carlson, Michael D.	7/1/1993		278	Salinaro, Paul V.	11/10/1994	9/28/1990
229	Head, Thomas C.	7/1/1993		279	Peterson, Randall J.	11/10/1994	11/2/1990
230	Kom, Kelly A.	7/1/1993		280	Hort, Philip F. III	11/10/1994	1/4/1991
231	Jewell, Timothy A.	7/1/1993		281	<b>Latham, Dave (retired)</b>	11/10/1994	2/1/1991
232	Turner, Timothy J.	7/1/1993		282	Pressley, Wallace E. Jr.	11/10/1994	10/4/1991
233	Smith, Sterrett J.	7/30/1993		283	Reed, Michael A.	11/10/1994	10/4/1991
234	Carlson, Richard J.	9/2/1993		284	McCoy, James L.	11/10/1994	10/4/1991
235	Conklin, Christopher S.	9/2/1993		285	Garrett, Jeffrey C.	11/10/1994	11/1/1991
236	Wachal, Jeffrey M.	9/2/1993		286	Clodfelter, Michael A.	11/10/1994	12/2/1991
237	Shockley, Mark J.	9/2/1993		287	Bork, Douglas G.	11/10/1994	12/2/1991
238	Jarrell, Lisa G.	9/2/1993		288	Cooper, Delroy H.	11/10/1994	4/30/1993
239	Houde, Robert J.	9/2/1993		289	Morgan, Michael J.	11/10/1994	4/30/1993
240	Kash, James S.	10/1/1993		290	Dugas, Thomas J.	11/10/1994	10/1/1993
241	Keith, Randal T.	10/1/1993		291	Roser, Irvin W. Jr.	11/10/1994	1/3/1994
242	Doolley, Michael K.	10/1/1993		292	Mudafort, Pedro M.	11/10/1994	1/3/1994
243	Woff, Reese P.	1/28/1994		293	Sutton, William E.	11/10/1994	10/19/1987
244	Denny, John P.	2/25/1994		294	Kelly, John T.	11/10/1994	2/25/1994
245	Ebbe, Rod J.	2/25/1994		295	McCombs, Ralph A.	11/10/1994	2/25/1994
246	Wright, Douglas J.	3/24/1994	10/31/1979	296	Colbath, Keith A.	11/10/1994	3/25/1994
247	Becher, Kenneth R.	3/25/1994		297	Hudson, Robert R.	11/10/1994	3/25/1994
248	Kluck, Matthew J.	3/25/1994		298	Forthmon, Ronald G.	11/10/1994	12/17/1990
249	Parrott, Jeffrey L.	3/25/1994		299	Brewer, James M.	11/10/1994	6/3/1994
250	Powers, David G.	3/25/1994		300	Carter, Audie L.	11/10/1994	8/5/1994

PN – Position Number

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\*Loss of Seniority due to refused furlough recall

## ABX Air, Inc. Pilot's System Seniority List 1/31/10

301	Gruber, Ben E.	11/10/1994	1/6/1986	351	Seaton, Verne C.	9/1/1995
302	Jones, Thomas A.	11/10/1994	9/2/1994	352	Choos, Andrew J. Jr.	9/1/1995
303	Daley, Mark J.	1/3/1995		353	Ogilvie, Terry M.	9/1/1995
304	Lawler, Miles K.	1/3/1995		354	Heinitz, Brian A.	9/1/1995
305	Newhard, Lewis J.	1/27/1995		355	Haeuser, Edwin J.	9/1/1995
306	Bethel, Brian W.	1/27/1995		356	Wilkins, Martin J.	9/1/1995
307	Shields, Scott A.	1/27/1995		357	Lynch, Andrew M.	9/1/1995
308	Lefevre, Robert F.	2/24/1995		358	Steubs, Gary P.	9/1/1995
309	Bertz, Mark W.	2/24/1995		359	Strutz, Buckley K.	9/29/1995
310	Wahl, Gerard J.	2/24/1995		360	Ferrari, John W.	12/4/1995
311	Highet, Cheryl L.	2/24/1995		361	Kruger, Scot D.	12/4/1995
312	Ramsay, Maureen M.	2/24/1995		362	Manningham, Victor J.	12/4/1995
313	Landschoot, Scott W.	2/24/1995		363	Cantele, Brian E.	12/4/1995
314	Ferencak, Frank	2/24/1995		364	Ludolph, Karl H. Jr.	12/28/1995
315	Fender, Vicki L.	2/24/1995		365	Mullis, James E. Jr.	12/28/1995
316	Longley, Charles A.	2/27/1995		366	Kimzey, Robert R.	12/28/1995
317	Ross, Tony	3/24/1995		367	Jones, Murray K.	12/28/1995
318	Bisson, Ricardo	3/24/1995		368	Eblen, Jeffrey S.	12/28/1995
319	Vogt, James	3/24/1995		369	Watrous, Brett L.	12/28/1995
320	Buck, Ted	3/24/1995		370	Latchford, Mark S.	1/26/1996
321	Floreani, Camille K.	3/24/1995		371	Tucker, Keith E.	1/26/1996
322	Madsen, Ronald K.	3/27/1995		372	Floreani, Douglas W.	1/26/1996
323	Austermuehle, Edward W.	4/28/1995		373	Sickafuse, Nicole D.	1/26/1996
324	Sheppard, Clark	4/28/1995		374	Otting, Mark J.	1/26/1996
325	Sacharin, Lee A.	4/28/1995		375	Ehrhart, John E.	2/23/1996
326	Ferrante, Robert W.	6/2/1995		376	Chase, Joel C.	2/23/1996
327	Griffith, David D.	6/2/1995		377	Simpson, Kirk P.	3/22/1996
328	Haymond, Martin A.	6/2/1995		378	Bedard, David B.	3/22/1996
329	McNerney, William G.	6/2/1995		379	Patrick, Michael S.	3/22/1996
330	Riehl, Joseph J. Jr.	6/2/1995		380	Reid, Richard S.	3/22/1996
331	Muckle, Joseph V.	6/2/1995		381	Butler, Corey A.	3/22/1996
332	Redmond, Gene D.	6/2/1995		382	Patterson, Mark W.	4/26/1996
333	Naigle, William J.	6/30/1995		383	Homeyer, William M.	4/26/1996
334	Dahlen, Wayne R.	6/30/1995		384	Windham, Bryan L.	4/26/1996
335	Rassbach, William A.	6/30/1995		385	Bending, Michael S.	4/26/1996
336	Zander, Roger A.	6/30/1995		386	Kingan, Scot W.	4/26/1996
337	Evrard, Paul W.	6/30/1995		387	Schmidt, Kimberly A.	4/26/1996
338	Driscoll, Patrick J.	6/30/1995		388	Moore, William H. Jr.	5/24/1996
339	Norman, Kenneth M.	6/30/1995		389	Kania, Jan T.	5/24/1996
340	Bond, Kyle C.	8/4/1995		390	Sutton, Patrick A.	5/24/1996
341	Massman, Alan J.	8/4/1995		391	Magaletta, Anthony	8/2/1996
342	Weeden, Michael R.	8/4/1995		392	Boyers, Larry J.	8/2/1996
343	Bosselmann, Dale S.	8/4/1995		393	Taschuk, David G.	9/6/1996
344	Nagle, Thomas L.	8/4/1995		394	Menke, Steven D.	9/6/1996
345	Liebenow, John S.	8/4/1995		395	Ayo, Johnny D.	9/6/1996
346	Shuholm, Craig H.	8/4/1995		396	Petersen, Brent R.	9/6/1996
347	Gervais, Thomas A.	8/4/1995		397	Orchard, Michael V.	10/4/1996
348	Owens, Christopher	8/4/1995		398	Freeland, Mark E.	10/4/1996
349	Rassbach, Karin L.	8/4/1995		399	Jones, James V.	10/4/1996
350	Edwards, Jimmie L. Jr.	9/1/1995		400	King, Craig M.	10/4/1996

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**ABX Air, Inc. Pilot's System Seniority List**  
**1/31/10**

401	Latham, Theodore H. II	10/4/1996		451	Caine, Christopher	3/25/1998	
402	Cook, Dean J.	10/4/1996		452	Davenport, Tyler	3/25/1998	
403	Shaw, Timothy L.	10/4/1996		453	Groce, Lawrence	3/25/1998	
404	Baldin, Kirk F.	10/4/1996		454	Biddle, Larry	3/25/1998	
405	Morton, David A.	10/4/1996		455	BuFalini, Christopher	3/25/1998	
406	Mayer, Beth A.	10/4/1996		456	Palermo, Nicholas	3/25/1998	
407	Walters, Kevin	2/28/1997		457	Lavalley, Bernard	4/22/1998	
408	Bates, Carla	2/28/1997		458	Braun, Dominic	4/22/1998	
409	Entwistle, Brian V.	4/4/1997		459	Lacerda, Robert	4/22/1998	
410	Jones, Patrick J.	4/30/1997		460	Kule, Thomas	5/20/1998	
411	Pope, Darrell C.	5/28/1997		461	Martin, Robert	5/20/1998	
412	Pitchford, William K.	5/28/1997		462	Green, Gregory	5/20/1998	
413	Leighton, Russell O.	5/28/1997		463	Kramer, Davis	5/20/1998	
414	Teasdale, Ralph	6/9/1997		464	Williams, Robert	5/20/1998	
415	McDowell, Gregory J.	6/25/1997		465	Sperry, Joseph	5/20/1998	
416	Cramer, Gordon R.	6/25/1997		466	Newenhenisen, Richard	5/20/1998	
417	LaSella, Patrick F.	6/25/1997	8/2/1993	467	Turkki, Tommi	5/20/1998	
418	Farrell, David A.	7/30/1997		468	Kitzman, Jonatham	5/20/1998	
419	Cavallaro, Joseph J.	7/30/1997		469	Urtz, Kenneth	6/24/1998	
420	Burrell, Steven L.	7/30/1997		470	Cargile, Patrick	6/24/1998	
421	Eckert, Mark T.	7/30/1997		471	Holub, Jeffrey	6/24/1998	
422	Hughes, David L.	7/30/1997		472	Walter, Lawrence	6/24/1998	
423	Snyder, Melissa A.	7/30/1997		473	Falvey, Robert	6/24/1998	
424	Records, Robert E.	9/3/1997		474	Dye, Bradley	6/24/1998	
425	Zatler, Phillip E.	9/3/1997		475	Briggs, Andrew J.	7/22/1998	
426	Langham, Rex W.	9/3/1997		476	Jeffrey, Allen W.	7/22/1998	
427	Steppling, William A.	9/3/1997		477	Rivard, Scott C.	7/22/1998	
428	DeVries, Jeffrey P.	9/3/1997		478	Cesarini, Drew A.	7/22/1998	
429	Parrott, Greg H.	9/12/1997		479	Paugh, Roger S.	7/22/1998	
430	Hildebrant, Steven C.	9/12/1997		480	Herron, John	7/22/1998	
431	Wiegand, Roy A. Jr.	10/1/1997		481	Knudsen, Kenneth B.	7/22/1998	
432	Vestal, John E.	10/1/1997		482	Carpico, John P.	7/22/1998	
433	Emerson, David W.	11/12/1997		483	King, Michael J.	7/22/1998	
434	Watts, Gregg W.	11/12/1997		484	Turner, Douglas J.	7/22/1998	
435	Malone, Sean K.	11/12/1997		485	Whitehurst, Brian	8/26/1998	
436	Sautter, Kevin D.	11/12/1997		486	Dudzinski, Michael	8/26/1998	
437	Bickler, Peter K.	11/12/1997		487	Vieth, William	8/26/1998	
438	Bluemel, Robert A.	1/2/1998		488	Novitske, Michael	8/26/1998	
439	Woods, Russell P.	1/2/1998		489	Ernsting, James	8/26/1998	
440	Turpin, Douglas C.	1/2/1998		490	Brenno, Lemont	8/26/1998	
441	Fuller, Kent L.	1/28/1998		491	Karimi, Allen	8/26/1998	
442	Brown, Kerry M.	1/28/1998		492	Taylor, John	8/26/1998	
443	McKenzie, Frank	1/28/1998		493	Bartlett, Robert	8/26/1998	
444	Harris, James A.	1/28/1998		494	Traxler, Heather	8/26/1998	
445	Kissell, Jeffrey S.	1/28/1998		495	Gerhard, Duane	9/23/1998	
446	Logan, Robert M.	1/28/1998		496	Rooker, Gregory	9/23/1998	
447	Rodzon, Douglas F.	1/28/1998		497	Powell, Terrence	9/23/1998	
448	Ramsey, Wayne C.	2/25/1998		498	Kight, James	9/23/1998	
449	Brugnotti, Joseph	2/25/1998		499	Schmidt-Sinns, Udo	9/23/1998	
450	Monahan, Michael	2/25/1998		500	Thatcher, Arthur	9/23/1998	

PN – Position Number

DOH – Date of Hire

CDOH – Company Date of Hire

\*Loss of Seniority due to refused furlough recall



**ABX Air, Inc. Pilot's System Seniority List  
1/31/10**

501	Willig, Kenneth	9/23/1998		551	Gibson, James	5/31/2000	
502	Arnold, Rodney	9/23/1998		552	Ross, Mark	5/31/2000	
503	Sipp, Jeffrey	9/23/1998		553	Massey, Joel	5/31/2000	
504	Brower, Steven R.	10/21/1998		554	Smith, Ronald	5/31/2000	
505	McShaffry, David	10/21/1998		555	Ford, Brendon	7/26/2000	
506	Liggett, Michael	10/21/1998		556	Stapleton, Bart	7/26/2000	
507	Kelley, Andrew	10/21/1998		557	Brantley, William	8/29/2000	
508	Garvin, Robert	10/21/1998		558	Litton, Jerry	8/29/2000	
509	Huson, Lee	11/16/1998		559	Lamke, Paul	8/29/2000	
510	Geddes, Robert	11/16/1998		560	Sprague, Jeffrey	8/29/2000	
511	Nicholson, Cris	11/16/1998		561	Hindman, Wayne	8/29/2000	
512	Foster, Thomas "Randy"	12/28/1998		562	Want, Christopher I.	8/29/2000	
513	VanZino, James	12/28/1998		563	Stadum, David	9/27/2000	
514	Heydenreich, Charles	12/28/1998		564	Harris, Samuel	11/1/2000	
515	Treichler, Richard	12/28/1998		565	Stieber, Brian	11/20/2000	
516	Anderson, Marc	12/28/1998		566	Parker, Scott	11/20/2000	
517	Wenz, Brent	12/28/1998		567	Evanko, Leonard	2/21/2001	
518	Graham, Robert	1/27/1999		568	Perry, Richard	2/21/2001	
519	Kutz, Joseph	1/27/1999		569	Cameron, David	2/21/2001	
520	Wichmann, Keith	1/27/1999		570	Kortes, Lars *	7/26/2000	
521	Wright, Troy	1/27/1999		571	Hill, Timothy *	10/9/2000	
522	Esposito, Mark	1/27/1999		572	Anderson, Keith *	11/20/2000	
523	Stogsdill, Steven	2/24/1999		573	Kaneko, Masao Mark	11/26/2007	
524	Gallagher, James	2/24/1999		574	Silvia, Robert	11/26/2007	
525	Morice, Donald	2/24/1999		575	Lord, Peter	11/26/2007	
526	Donato, Frederick	2/24/1999		576	Allison, Jonathan	11/26/2007	
527	Runyon, David	2/24/1999		577	McDaniel, Nathan S.	1/7/2008	
528	Roth, Andreas	2/24/1999		578	Schwartz, Albert	1/7/2008	
529	Brown, Charles	3/24/1999		579	Leming, Nathan K.	1/7/2008	
530	Rainey, Chris	3/24/1999		580	Bablitz, Matthew	1/23/2008	
531	Drake, Jeffrey	3/24/1999		581	Mayhew, Jonathon M.	1/23/2008	
532	Frey, Neil	3/24/1999		582	Carroll, Mark	1/23/2008	
533	Ahonen, Markus	3/24/1999		583	Lane, James	1/23/2008	
534	Shearon, Eric	3/24/1999		584	Williams, Stephen	1/23/2008	
535	Irlbeck, Everett	3/24/1999		585	Holder, Joey	4/9/2008	
536	Riesbeck, Randall	3/24/1999					
537	Wargowsky, Paul G.	4/28/1999					
538	Haase, Katherine E.	4/28/1999					
539	Sblendorio, Thomas R.	4/28/1999					
540	Belknap, Mark	6/2/1999					
541	Vittitow, Mark	6/2/1999					
542	Bowers, Charles	6/2/1999					
543	Wiegand, Terry	6/2/1999					
544	Rosen, Matthew	6/2/1999					
545	Ferreira, Joe	6/2/1999					
546	Lane, Brett	6/2/1999					
547	Towne, William	6/29/1999					
548	Cunning, Michael	6/29/1999					
549	Bateman, Brooks	4/26/2000					
550	Jarvis, Wardie	4/26/2000					

PN – Position Number

DOH – Date of Hire

CDOH – Company Date of Hire

\*Loss of Seniority due to refused furlough recall

# LETTER #15: RETIREMENT AGE & MEDICAL INSURANCE

---

November 4, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

This letter will confirm our agreement with regard to the definition of "normal retirement age" as used in the section of the Medical Plan Document concerning retiree medical insurance coverage.

It is understood that if a pilot chooses to downbid to a Second Officer position at or prior to his FAA mandated retirement age in accordance with Article 11.K. of this Agreement he will still be eligible to continue Medical Plan coverage for himself and his eligible dependents should he subsequently decide to retire prior to age 65.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Robert D. Gray  
Vice President  
Flight Operations  
ABX Air, Inc.

Captain Joe Muckle  
President  
Teamsters Local 1224

# LETTER #17: HAWAII DEADHEAD

---

November 4, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

The parties agree that notwithstanding Article 18.E.2.a. of this Agreement, the Company could deadhead crewmembers on Company aircraft only from the West Coast to Hawaii or from Hawaii to the West Coast. Also, no previous or subsequent deadhead or flight assignment shall have been executed, or shall be scheduled to be executed, during the same duty period. This will not preclude a crewmember from flying to Hawaii and then deadheading back to the West Coast when scheduled under fourteen (14) hours total duty time on the last day of a duty block.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Robert D. Gray  
Vice President  
Flight Operations  
ABX Air, Inc.

Captain Joe Muckle  
President  
Teamsters Local 1224

## **LETTER #18: CREW SCHEDULING TAPING**

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November 4, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

The Company will maintain a system to record all conversations between crewmembers and crew scheduling personnel. This system will comply with all relevant state and federal laws. Taped conversations identified in this paragraph will be maintained for a minimum period of ninety (90) days.

When tapes are reviewed to determine the existence or content of a recorded conversation between a crewmember and crew scheduling, such review will only take place upon showing of cause. Either party may review the tape upon request.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Robert D. Gray  
Vice President  
Flight Operations  
ABX Air, Inc.

Captain Joe Muckle  
President  
Teamsters Local 1224

# LETTER #19: WAIVED HOTELS

---

November 4, 2009

Joseph Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

The parties agree that the hotels currently in use in the following cities would be placed on the "Waived Hotel" list for the reason stated.

<u>CITY</u>	<u>HOTEL</u>	<u>Reason</u>
ILN	Holiday Inn Express	No restaurant in hotel
ILN	Hampton Inn	No restaurant in hotel

The parties further agree that hotel facilities in these cities will be periodically checked and that once a suitable hotel meeting the requirements of Article 20 of this Agreement is found a change will be made unless the parties agree to continue the waiver and stay in the existing hotel.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Robert D. Gray  
Vice President  
Flight Operations  
ABX Air, Inc.

Captain Joe Muckle  
President  
Teamsters Local 1224

## LETTER #23: CHRISTMAS TRAVEL

---

November 4, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

This letter will serve to confirm our agreement with regard to the administrative process used to accomplish Christmas travel as described in Article 21.N. of this Agreement. Specifically, the Union agrees to assist the Company in finding a mutually agreeable means of making this process more efficient and cost effective.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Robert D. Gray  
Vice President  
Flight Operations  
ABX Air, Inc.

Captain Joe Muckle  
President  
Teamsters Local 1224

## LETTER #28: DAY OFF SLIDE

---

November 4, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

The Company and the Union agree to the following definition of a scheduled duty day/scheduled day off for nighttime operations.

A. Regular Line Holders:

The Company and the Union agree to redefine a scheduled day off as a twenty-four (24) hour period from 0301 (local Domicile time) to 0300 (local domicile time) during which no duty originates and into which no duty extends either forward or backward more than two (2) hours. Under no circumstances shall the twenty-four (24) hour period from 0301 (local Domicile time) to 0300 (local Domicile time) before a scheduled work day be considered a scheduled day off if the Crewmember is scheduled and/or required to report prior to 0101 for an assignment. Under no circumstances shall the twenty-four (24) hour period from 0301 (local Domicile time) to 0300 (local Domicile time) after a scheduled work day be considered a scheduled day off if the Crewmember completes the assignment after 0500.

Examples:

- 1) A crewmember who reports for duty at their Domicile at 0101 for a scheduled Trip or block of Trips and is scheduled to complete that series of Trips prior to 0301 on the last day of the block will not have violated any scheduled Days Off.
- 2) A crewmember who reports for duty at their Domicile at 0201 for a scheduled Trip or block of Trips and is scheduled to complete that Trip or series of Trips prior to 0401 on the last day of the block will not have violated any scheduled Days Off.
- 3) A Crewmember who reports for duty at their Domicile at 0301 for a scheduled Trip or block of Trips and is scheduled to complete that Trip or series of Trips prior to

0501 on the last day of the block will not have violated any scheduled Days Off.

B. Crewmembers with Reserve Lines of Time:

For a Crewmember with a Reserve Line of Time a scheduled duty day for Off Premise Reserves (designated R2 or R3 on the Master Crew Schedule).

- 1) The scheduled duty day shall commence at 0301 local Domicile time on the day scheduled and end at 0300 local Domicile time the following morning.
- 2) Crewmembers with a Reserve Line of Time returning from Days Off or commencing an Off Premise Reserve assignment who are commuting to their Domicile on the ABX system as verified on the daily jump seat list shall not be responsible to report for an assignment until forty-five (45) minutes after the actual arrival of their commute flight.
- 3) Crewmembers with a Reserve Line of Time returning from Days Off or commencing an Off Premise Reserve assignment who reside in Domicile or other locations which do not utilize the ABX system for commuting purposes shall be available by telephone or pager beginning at 0101 on the first day scheduled to commence Off Premise Reserve duty to receive an assignment.
- 4) Notwithstanding "A" or "B" above no reserve shall be required to report for an assignment prior to 0301 on the first day of the Off Premise Reserve assignment.
- 5) For a reserve Crewmember any duty which extends more than two (2) hours into a scheduled day off shall be considered a violation of the day off.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Robert D. Gray  
Vice President  
Flight Operations  
ABX Air, Inc.

Captain Joe Muckle  
President  
Teamsters Local 1224



## LETTER #32: HIMS

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November 4, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

The Company and the Union Agree that an American Airlines-style HIMS program shall be adopted within six (6) months from the date of signing of the Contract. In conjunction with this program, the Company and the Union shall send their designated "team" member(s) to annual training. The Company shall not deny a last-minute displacement for a Union HIMS committee member in conjunction with a HIMS intervention.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Robert D. Gray  
Vice President  
Flight Operations  
ABX Air, Inc.

Captain Joe Muckle  
President  
Teamsters Local 1224

# LETTER #33: CONTRACT IMPLEMENTATION JOINT TRAINING

---

November 4, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

The Company and the Union agree that following contract ratification, joint training will be conducted for Union scheduling committee members, Company crew schedulers, Union stewards, Company labor relations personnel and Union legal staff. The purpose of the training shall be to educate the personnel on the intent of the language changes of the new Agreement. This training shall be mandatory for all listed personnel. It shall be scheduled and completed within 90 days of ratification of the Agreement.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Robert D. Gray  
Vice President  
Flight Operations  
ABX Air, Inc.

Captain Joe Muckle  
President  
Teamsters Local 1224

# LETTER #34: RECALL TO AIR TRANSPORT SERVICES GROUP CARRIERS

---

November 4, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

Air Transport Services Group and its successors (ATSG) shall secure the commitment from each air carrier within its corporate structure, presently Capital Cargo, Inc. and ATI, Inc., and from any other airline that may come within its corporate structure in the future, that in lieu of new hires, the carriers shall recall crewmembers who occupy a position on the ABX Air, Inc. Crewmember Seniority List, including Professional Flight Engineers (Professional Flight Engineers can be recalled only to PFE positions). The recall shall be in order of seniority (Date of Hire), and the recall procedure shall be that as set forth in the collective bargaining agreement between Airline Professionals Association, Teamsters Local 1224 and ABX Air, Inc. ("ABX"), except that bypassing a recall to another ATSG carrier shall not be considered a refusal under Article 7(G).

ABX crewmembers who are recalled under this Letter of Agreement shall maintain their years of longevity accrued at ABX for purposes of pay and benefits at the other ATSG carrier. Their relative seniority with the carrier to which they are recalled shall start at the bottom of that carrier's crewmember seniority list.

ABX crewmembers who are recalled under the provisions of this Letter of Agreement shall retain their recall rights to ABX, except that such crewmembers shall not be eligible for recall to ABX for a period of two years from the date of recall to another ATSG carrier. Additionally, any recalled crewmember who successfully upgrades either in position or equipment will be subject to any seat or equipment freeze that applies at that carrier and will not be eligible to transfer back to ABX Air, Inc. until the end of that freeze.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Joe Hete  
CEO  
ATSG

Captain Joe Muckle  
President  
Teamsters Local 1224

# **LETTER #35: LOCAL 1224 ACCESS TO ATSG BOARD OF DIRECTORS MEETINGS**

---

December 30, 2010

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle,

During the negotiations of the 2009 CBA, you requested to be allowed access to the ATSG Board of Directors. Based upon the discussions it was agreed that access would be allowed at the Board's regular quarterly meetings to the highest-ranking Union Officer or designee within Teamsters Local 1224 that is on the ABX Air, Inc. Crewmember Seniority List.

ATSG shall provide notice to the Union as to the dates of the ATSG Board's regular quarterly meetings. The Union officer is to provide reasonable return notice prior to the quarterly meeting that he/she would like to attend so that it can be included in a 30 minute to 1 hour time slot on the agenda for that session. The Union officer shall also provide in the letter the topic(s)/subject matter(s) that the Union Officer would like to present and discuss with the Board. It's understood that those topics/subject matters will generally be limited to strategic business considerations and matters intended to advance the long-term interests of stockholders, as opposed to matters relating to the day-to-day management and operation of the Company.

It was agreed that the Union Officer would be subject to confidentiality requirements and agreements as may be reasonably determined by ATSG, as well as applicable legal requirements. Similarly, it was agreed that any information provided by the Board to the Union Officer in terms of access to, use and distribution shall also be conditioned upon and governed by the confidentiality agreements reasonably deemed appropriate by ATSG, as well as applicable legal requirements.

If the foregoing reflects our understanding, please sign below.

Sincerely,

Agreed to and accepted this

30<sup>th</sup> day of December 2010:

Joe Hete  
CEO  
ATSG

Captain Joe Muckle  
President  
Teamsters Local 1224

# LETTER #36: CREWING OF LEASED AIRCRAFT

---

November 4, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

All aircraft listed on the ABX Air, Inc. Operations Specifications on or after August 1, 2006 shall be crewed by crewmembers on the ABX Air Crewmember Seniority List if Air Transport Services Group or its successors ("ATSG"), including any and all affiliates of ATSG, enters into an agreement with any entity to crew the aircraft. For purposes of this Letter of Agreement the following definitions apply:

"Entity" means a natural person, corporation, association, partnership, trust, or any other form for conducting business.

"Affiliate" with respect to a specified entity means: (a) any person or entity that controls ATSG or that ATSG controls; or (b) any other corporate subsidiary, parent, holding company or division of the company; or (c) any entity controlling or controlled by an affiliate as defined in (a) and (b).

"Parent" means an entity that controls another entity.

"Subsidiary" means any entity that is controlled by another entity.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Joe Hete  
CEO  
ATSG

Captain Joe Muckle  
President  
Teamsters Local 1224

# LETTER #37: 2009 CBA RETRO BONUS

---

November 4, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

ABX Air, Inc. (Company or ABX) agrees to pay a Retro Bonus to all Crewmembers listed on Addendum 1, upon the ratification of a new Collective Bargaining Agreement between the parties.

Local 1224 (the Union) shall notify the company in writing of the results of the ratification vote within one hour of the certification of the vote count. Should the tentative agreement ratify, ABX agrees to pay to each Crewmember listed on Addendum 1 a Retro Bonus for the time worked or otherwise compensated as a Crewmember with ABX during the time period commencing on August 1, 2006 and ending on November 6, 2009. Such payment shall be made within seven (7) calendar days of the Company's receipt of the written notice of ratification.

For each Crewmember, the Retro Bonus shall be a percentage of total base wages earned, during the above referenced time period. The percentage shall be derived by dividing \$12,000,000 by the sum of all base pay earned by eligible crewmembers from August 1, 2006 through November 6, 2009. It is understood that pay earned during the time a Crewmember occupied a standards or management position with the company shall not count towards the applicable base wages earned.

Addendum 1, indicating the individual Retro Bonus Amount for each Crewmember, has been attached for reference with this Agreement. Such payment represents payment for past services rendered and in the case of a furloughed Crewmember the payment shall be allocated to the last day worked.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Robert D. Gray  
V.P. Flight Operations  
ABX Air, Inc.

Captain Joe Muckle  
President  
Teamsters Local 1224



# **LETTER #38: PARENT LETTER**

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Pending Resolution of Dispute

# LETTER #39: PAYMENTS FOR SEVERANCE, RETENTION AND OTHER ISSUES

---

November 4, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

1. ABX Air, Inc. and the Union agree to disburse the \$75.0 million of funding available from the August 2008 DHL Severance and Retention ("S&R Agreement" ) Agreement such that no less than \$25 million will be contributed by the Company to the ABX Air Inc. Pilots Minimum Monthly Plan ("PMM"), with the remaining proceeds of \$50 million (less the sum of the \$10,000 severance payments already disbursed to furloughed crewmembers) being distributed as severance to the pilots according to the Union's instructions to the Company, such instructions to be in compliance with all applicable law. Disbursements to the PMM and to crewmembers according to Union instructions will be made as soon as reasonably possible after receipt of the S&R Agreement funds from DHL.
2. The Company further agrees to deposit \$25 million (in addition to the PMM deposit referenced in item 1 above) to the PMM no later than January 15, 2010.
3. The Company and the Union agree to amend the PMM to eliminate the PMM's project and prorate component that is part of Section 4.02.A of the PMM. The cost of this amendment is expected to be approximately \$14 million. One half of the final cost will come from the Union-controlled funds identified in item 1 above. The Company shall contribute the remaining one half of the final cost for this exclusive purpose. This is in addition to the Company's contributions to the PMM referenced in item 1 and 2 above. The disbursements to the PMM for this exclusive purpose by the Company and the Union must occur on or prior to December 30, 2009.
4. ABX Air, Inc. agrees to fund the Local 1224 Crewmember Severance/Furlough Pay Plan (the "Plan") to provide payments to Crewmembers identified or described in the Plan. The Company shall provide approximately forty-three million dollars (\$43,000,000) to fund the Plan. The precise amount shall be

determined by subtracting the cost to amend section 4.02 of the Pilots Minimum Monthly pension plan not to exceed seven million dollars (\$7,000,000) from fifty million dollars (\$50,000,000). Local 1224 shall submit the Plan to ABX Air, Inc. upon ratification of the Collective Bargaining Agreement. All payments shall be made to eligible Crewmembers in accordance with the terms of the Plan. Any lump sum payment paid to a crewmember under the terms of the Plan are payments made for past services rendered and shall be allocated to the last day worked. Payments made after the lump sum payment shall not be allocated to the last day worked. Payments made to crewmembers receiving a disability benefit shall not be used to offset the disability benefit.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Robert D. Gray  
Vice President  
Flight Operations  
ABX Air, Inc.

Captain Joe Muckle  
President  
Teamsters Local 1224

# LETTER #40: MOU

## ARTICLE 1, SECTION F.3.A.

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November 4, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

The Company agrees that "indirectly" for the purpose of this paragraph means that any transaction which involves the movement of assets to an entity that then disposes of and/or transfer those assets to an air carrier with cargo operations the provisions of 3.b. and c. apply. For example a transaction in which more than twenty-five percent (25%) of the fleet goes to DHL and then those same aircraft go to Polar these paragraphs apply.

Sincerely,

Agreed to and accepted this  
4<sup>th</sup> day of November 2009:

Robert D. Gray  
Vice President  
Flight Operations  
ABX Air, Inc.

Captain Joe Muckle  
President  
Teamsters Local 1224

# LETTER #41: IMPLEMENTATION AGREEMENT

---

December 30, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

Whereas, the membership of Airline Professionals Association, Teamsters Local 1224 (the Union) ratified the proposed collective bargaining agreement (“the 2009 CBA”) on November 17, 2009; and

Whereas the proposed collective bargaining agreement was contingent upon ABX Air, Inc. (“ABX”) and DHL entering into a commercial agreement; and

Whereas, the Union and ABX agree that it is in the interests of both parties to implement the provisions of the severance payment plan, pay the retroactive bonus payments, pay the dispute and grievance settlement payments and implement the provisions of the 2009 CBA, including all Letters of Agreement and Memorandums of Understanding, with the exceptions noted herein;

Wherefore the parties agree as follows:

1. All provisions of the 2009 CBA shall be implemented on January 1, 2010, except Article 13, Article 19 (C), and Article 17 shall be implemented as set forth below.
2. The \$75 million provided by DHL for severance and other issues is to be distributed or earmarked for distribution as described in the “Payments For Severance, Retention and Other Issues” side letter and the 12.20.09 severance distribution letter or as otherwise mutually agreed upon by ABX Air and the Union.
3. Article 13 shall be implemented on January 31, 2010. Bid packs distributed in January, 2010 shall be constructed in compliance with the 2009 CBA.
4. All crewmembers shall continue to earn the hourly rates set forth in Article 19 (c) and the pay scales included therein of the 2003 collective bargaining agreement and shall be entitled to the bid period guarantee as set forth in Article 19 (D) (1) of the 2003 collective bargaining agreement until ABX and/or ATSG and DHL

enter into a commercial agreement as referenced in the Aircraft Utilization Letter of Agreement. In the event ABX and/or ATSG and DHL enter into the commercial agreement the hourly rates shall decrease to the rates set forth in the Article 19 of the 2009 CBA, effective the first full bid period following the effective date of the commercial agreement.

The monthly bid guarantee shall change to that set forth in Article 19 of the 2009 CBA effective as appropriate to coincide with the implementation of the new pay rates on the first full bid period following the effective date of the commercial agreement.

5. Consistent with a March 1, 2010 effective date, ABX shall conduct an open enrollment for crewmember selection of a medical, dental, and vision coverage as available under the plans offered by the Ohio Conference of Teamsters. All eligible crewmembers shall be afforded an opportunity to participate in the open enrollment. Changes in medical, dental and vision coverage and the corresponding premium rates shall be effective March 1, 2010.

6. ABX and the Union recognize that during the transition period issues may arise over the application of the 2009 CBA. The parties agree to use their best efforts to resolve all such disputes at the earliest possible time. Any issues not resolved shall be subject to the grievance procedure.

7. The retroactive pay bonus shall be paid to no later than January 7, 2010. to all active, crewmembers, as shown in attachment 1, totaling approximately \$6.35 million. The remainder of the \$12 million in retro will be paid upon completion of the DHL ABX commercial agreement. If no agreement between DHL and ABX is reached, the remainder will be paid upon completion of a follow on CBA.

8. The disputes and grievance settlement payment of \$175,000 shall be paid in a separate check within one week of the following being concluded: (a) the withdrawal and closing of all open grievances filed before May 2009 except the open grievance over the CHI acquisition, and (b) upon the dismissal of the ANA litigation (Case No. 08-3789) currently pending oral argument before the 6<sup>th</sup> Circuit Court of Appeals and the dismissal of the Union counterclaim regarding Open Flying in the Dry Lease litigation (Civil Action No. 1:09cv186) .

9. Severance pay shall be paid to all eligible crewmembers in amounts directed by the Union, in a separate check, no later than December 31, 2009.

10. The payment of approximately \$12.8 million dollars to amend the project prorate will be made prior to December 31, 2009.

11. The PMM pension plan may be frozen between December 31, 2009 and August 16, 2010 at the discretion of the company provided that it is immediately replaced by the Follow On Plan set forth in Article 22 of the Agreement

12. The company agrees that a currently active crewmember under the age of 60 who retires prior to March 31, 2010 may initiate the retiree healthcare benefit coverage upon reaching age 60 if they are collecting a pension and have remained a participant in the plan since their retirement.

If the foregoing accurately reflects our discussions, please signify your agreement by signing below.

Sincerely,

Agreed to and accepted this  
30<sup>th</sup> day of December 2009:

Robert D. Gray  
Vice President  
Flight Operations  
ABX Air, Inc.

Captain Joe Muckle  
President  
Teamsters Local 1224

# LETTER #42: EFFECTIVE DATE, GRIEVANCES, DISPLACEMENT COSTS, SENIORITY LIST, UNION OFFICER CURRENCY

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December 30, 2009

Captain Joe Muckle, President  
Teamsters Local 1224  
2754 Old State Route 73  
Wilmington, OH 45177

Dear Captain Muckle:

In order to finalize this collective bargaining agreement the following agreements shall be included in Article 26 of the collective bargaining agreement.

The date of signing, (DOS), of the Collective Bargaining Agreement shall be January 1, 2010.

It is also agreed that accepting severance payments has no effect on Crewmember seniority.

All disputes or grievances filed before May 1, 2009, except for the CHI grievance # 10-01-08 will be settled on a non-referable basis and considered closed in exchange for the sum of \$175,000 dollars. Such funds shall be distributed to Crewmembers according to the schedule that will be forwarded within seven (7) business days of ratification. The Company agrees that in regard to the CHI grievance that they will not argue a defect in the grievance but only the merits of the case. Additionally, all displacement costs that were not billed, not collected, paid by check but not cashed, and those charges that were disputed by the Union in any way, or undisputed will be considered paid in full. Upon the effective date of the CBA regular accounting and payment of future displacement costs will resume as outlined in the new CBA from a zero balance.

The Company agrees to restore David Bower (DOH January 4, 1988) and Ron Fetzer (DOH February 26, 1993) to the ABX Air Crewmember Seniority List. All Company records and the Seniority List shall indicate that David Bower and Ron Fetzer were granted a voluntary furlough on February 26, 2009 and February 13, 2009 respectively. Their resignations shall be rescinded.

The Company will allow up to two (2) Crewmembers on long term Union leave of absence under Article 8 Section C.3 to maintain



Company employee status including but not limited to Company ID badge, access to property, jumpseat access, and CASS authorization, all Company Policies and Regulations, etc. They also have the right to gain and/or maintain currency and fly trips in the same manner as management pilots do in any position as outlined in Article 4 Section I. The Crewmember(s) on Union leave shall not be entitled to any additional income in conjunction with this flying. The intent of this provision is that the Crewmember(s) on leave will maintain his currency through displacement of Crewmembers or in lieu of Emergency Call up etc. If any additional income would have been otherwise derived by his activity such as Emergency Call Pay, Open Flying etc., this potential income shall be credited to offset the Union's displacement costs owed to the Company.

The Company also agrees that it will permit Article 1, Section F.2., F.2.a., and F.3.b.2. to be altered to reflect Teamster Merger policy should the membership ratify the policy at some time in the future. Any legal challenges to such Teamster Merger Policy shall be the sole responsibility of the IBT.

By the 10<sup>th</sup> of the each month, the Company shall provide the Union a report showing all payments, expenditures and/or receipts made during the previous month under the Payments For Severance, Retention and Other Issues plan.

Sincerely,

Agreed to and accepted this  
30<sup>th</sup> day of December 2009:

Joe Hete  
CEO  
ATSG

Captain Joe Muckle  
President  
Teamsters Local 1224

**LETTER #43:**  
**AIRCRAFT UTILIZATION LETTER**

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Pending Resolution of Dispute