

1 SECTION 1

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5 A. Recognition

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

16 B. Definitions

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

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- on any such routes, and (c) between AMS, on the one hand, and India on the other hand, until such time as the Company ceases operations between AMS and Mumbai. Terms in this definition are as defined in the Air France/KLM/Alitalia JV Agreement.
11. "Category A operation" means the operation of a flight segment by a Delta Connection Carrier:
- that is ~~an~~ **Company** affiliate, or
 - using the DL code under an agreement with Delta that is not a prorate agreement.
12. "Category B operation" means the operation of a flight segment by a domestic air carrier:
- that:
 - ~~controls is an affiliate of~~ Alaska, or
 - ~~is controlled by Alaska whether directly or indirectly through the control of other entities, or~~
 - ~~is under common control with~~ Alaska, or
 - ~~operates such flight segment under any of the an~~ AS code(s) under an agreement with Alaska, other than a prorate agreement, and
 - that only operates:
 - aircraft that:
 - are certificated for operation in the United States for 70 or fewer passenger seats, and
 - have a maximum certificated gross takeoff weight in the United States of 85,000 or fewer pounds; and/or
 - Bombardier Q-400 aircraft (under the terms and conditions of the Alaska Pilot Working Agreement).
13. "Category C operation" means the operation of a flight segment (other than a category B operation) by a Delta Connection Carrier under the DL code pursuant to a prorate agreement with Delta.
14. "Circumstance over which the Company does not have control," for the purposes of **Section I**, means a circumstance that includes, but is not limited to, a natural disaster; labor dispute; grounding of a substantial number of the Company's aircraft by a government agency; reduction in flying operations because of a decrease in available fuel supply or other critical materials due to either governmental action or commercial suppliers being unable to provide sufficient fuel or other critical materials for the Company's operations; revocation of the Company's operating certificate(s); war emergency; owner's delay in delivery of aircraft scheduled for delivery; manufacturer's delay in delivery of new aircraft scheduled for delivery. The term "circumstance over which the Company does not have control" will not include the price of fuel or other supplies, the price of aircraft, the state of the economy, the financial state of the Company, or the relative profitability or unprofitability of the Company's then-current operations.
15. "Code" means the unique two-character designator code assigned to an airline by the International Air Transport Association (IATA). If IATA assigns or has assigned more than one designator code for use by Delta, Alaska, or Hawaiian or by a subsidiary of Delta, Alaska, or Hawaiian, then such additional designator code(s) will be included within the DL code, AS code, or HA code, respectively.
16. "Company" means Delta Air Lines, Inc.
17. **"Company affiliate" means an affiliate of the Company.**

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

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25. “Domestic air carrier” means an “air carrier” as defined in 49 U.S.C. Section 40102(a)(2), **holding an air carrier certificate issued by the Administrator of the FAA under 14 C.F.R. Section 119.5.**
26. “EASK” means equivalent available seat kilometers, a measurement of capacity adjusted for an aircraft’s seat density and cargo capacity, as defined and calculated in the AF/KL/AZ JV agreement.
27. “Entity” means a natural person, corporation, association, partnership, trust or any other form for conducting business, and any combination or concert of any of the foregoing.
28. **“Fleet” means aircraft in service, undergoing maintenance, and operational spares.**
29. “Flight segment,” for the purposes of *Section 1*, means the operation of an aircraft with one takeoff and one landing.
30. “Foreign air carrier” means ~~ana~~ **“foreign air carrier other than a domestic air carrier,” as defined in 49 U.S.C. Section 40102(a)(21).**
31. “Fragmentation transaction” means a transaction (other than a successor transaction) in which the Company or ~~ana~~ **Company** affiliate (other than ~~ana~~ **Company** affiliate performing flying only on permitted aircraft types) disposes of aircraft, route authority or slots (net of aircraft, route authority or slots acquired within the 12-month period preceding such transaction or acquired in a related transaction), which produced 12% or more of the operating revenue, block hours or available seat miles of the Company **or Company affiliates** (excluding revenue, block hours or available seat miles of **Company** affiliates performing flying only on permitted aircraft types) during the 12 months immediately prior to the date of the agreement resulting in the fragmentation transaction.
32. “Hawaiian” or “HA” means Hawaiian Airlines, Inc.
33. “Hawaiian marketing agreement” means the document titled “Marketing Agreement” signed on June 11, 2007 by Delta and Hawaiian as from time to time amended.
34. “Hub to hub” means a flight segment between a Delta hub and an Alaska hub.
35. “Industry standard interline agreement” means an agreement or other arrangement between or among two or more carriers, such as the International Air Transport Association’s “multilateral interline traffic agreements”, or an “interline ticket and baggage agreement”, establishing rights and obligations relating to the acceptance and accommodation of interline passengers and shipments.
36. “Interim period” means the period between the closing date of the corporate transaction pursuant to which the Company or any **Company** affiliate acquires control of the acquired airline (the “closing date”) and the later of the effective date of an integrated seniority list or the effective date of a single collective bargaining agreement covering the pilots and airmen involved.
37. “International operation” means a flight segment to or from an airport, or between airports, located outside the contiguous 48 states of the United States.
Exception: A flight segment ~~to or from~~ **between** an airport located in **the Mainland United States and either** Canada or Alaska will not be considered an international operation.
38. “International partner flying” means flying performed by any foreign air carrier (which is not ~~ana~~ **Company** affiliate):
- under or utilizing a designator code, trade name, brand, logo, trademarks, service marks, aircraft livery or aircraft paint scheme currently or in the future utilized by the Company or any **Company** affiliate, and/or

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- b. on aircraft on which the Company or any **Company** affiliate has purchased or reserved blocked space or blocked seats for sale or resale to customers of the Company or any **Company** affiliate.
39. “KL” or “KLM” means Koninklijke Luchtvaart Maatschappij N.V.
40. “Mainland United States,” for the purposes of *Section 1*, means the contiguous 48 states of the United States.
41. “Material change” means an amendment to the Alaska marketing agreement or the Hawaiian marketing agreement that:
- affects the codeshare or prorate terms or conditions of the Alaska marketing agreement or the Hawaiian marketing agreement and,
 - has or would have an adverse material economic impact on:
 - the structure or benefits of the Alaska marketing agreement or the Hawaiian marketing agreement to Delta, or
 - a substantial number of the Delta pilots.
42. “Month,” for the purposes of *Section 1*, means calendar month.
43. **“New small narrowbody aircraft” means a B-717 or an A-319 aircraft that is not in the Company’s fleet as of [DOS].**
44. “Northwest” means Northwest Airlines, Inc.
- ~~38. “NW” means:~~
- ~~Northwest,~~
 - ~~an affiliate of Northwest as of the day preceding October 30, 2008 to the extent it remains an affiliate after October 30, 2008, and~~
 - ~~any other carrier to the extent of its operations of flight segments for Northwest under other than a prorate agreement.~~
45. “Parent” means any entity that controls another entity.
46. “Permitted aircraft type” means:
- ~~a propeller-driven aircraft configured with 70~~**a. an aircraft operated by Delta Private Jets as an affiliate of the Company (or a successor to Delta Private Jets that remains an affiliate of the Company), certificated in the United States for 19 or fewer passenger seats and with a maximum certificated gross takeoff weight in the United States of 65,000 or fewer pounds, Exception: Up to five aircraft certificated in the United States for 19 or fewer passenger seats may have a maximum certificated gross takeoff weight in the United States of 99,900 or fewer pounds, and**
 - a propeller-driven or turboprop aircraft certificated in the United States for 37 or fewer passenger seats and with a maximum certificated gross takeoff weight in the United States of 7037,000 or fewer pounds, and**
 - one of up to nine aircraft operated under a prorate agreement with Chautauqua Airlines or Shuttle America Corporation, configured with 44 or fewer passenger seats and certificated in the United States with a maximum gross takeoff weight of 65,000 or fewer pounds, and**
 - an aircraft (other than the aircraft in Section 1 B. 40. b. — a jet aircrafta. – c.) certificated for operation in the United States for 50 or fewer passenger seats and with a maximum certificated gross takeoff weight in the United States of 65,000 or fewer pounds; (“50-seat aircraft”), and**

- 1 ee. one of up to ~~255 jet~~**102** aircraft configured with 51-70 passenger seats and certificated
2 in the United States with a maximum gross takeoff weight of 86,000 pounds or less
3 (“70-seat jets~~aircraft~~”), and
4 df. one of up to ~~120 jet~~**153** aircraft configured with 71-76 passenger seats and certificated
5 in the United States with a maximum gross takeoff weight of 86,000 pounds or less
6 (“76-seat jets”). ~~The number of 76-seat jets may be increased above 120 by three 76-~~
7 ~~seat jets for each aircraft above the number of aircraft in the baseline fleet operated by~~
8 ~~the Company (in service, undergoing maintenance and operational spares) as of~~
9 ~~October 30, 2008. The baseline fleet number will be 440+N, in which N is the~~
10 ~~number of aircraft (in service, undergoing maintenance and operational spares but not~~
11 ~~including permitted aircraft types) added to the Company’s baseline fleet from NWA.~~
12 ~~The number and type of all aircraft in the Company’s fleet on October 30, 2008 will~~
13 ~~be provided to the Association. The number of 70-seat jets plus 76-seat jets permitted~~
14 ~~by Section 1-B. aircraft”).~~40.~~ may not exceed 255.~~

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

- 24 1) 2.7 50-seat aircraft for each of the first additional ten 76-seat aircraft
25 (above 153),
26 2) 2.7 50-seat aircraft for each of the next additional ten 76-seat aircraft
27 (above 163),
28 3) 2.8 50-seat aircraft for each of the next additional ten 76-seat aircraft
29 (above 173),
30 4) 2.9 50-seat aircraft for each of the next additional ten 76-seat aircraft
31 (above 183),
32 5) 3.0 50-seat aircraft for each of the next additional ten 76-seat aircraft
33 (above 193).
34 6) 3.1 50-seat aircraft for each of the next additional ten 76-seat aircraft
35 (above 203), and
36 7) 4.6 50-seat aircraft for each of the next additional ten 76-seat aircraft
37 (above 213).

38 **Note one:** Upon the delivery of a 223rd 76-seat aircraft, the number of
39 permitted 50-seat aircraft will be 125 regardless of the number otherwise
40 provided in *Exception one*.

41 **Note two:** If on January 1, 2014, or any succeeding January 1 thereafter, the
42 number of 50-seat aircraft in category A or C operations exceeds the
43 maximum permitted number, the Company will require carriers that engage
44 in category A or C operations to suspend or cease operations on a sufficient
45 number of 50-seat aircraft or 76-seat aircraft to comply with these
46 requirements within 60 days and to remain in compliance thereafter. The

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

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

eg. once the number of **76-seat aircraft** permitted ~~76-seat jets~~ **under Section 1 B. 40. f.** is established, it will **engaged in category A or C operations, such number of aircraft need not be reduced-, so long as the then-current limit on the total number of 50-seat aircraft specified in Section 1 B. 40. f. Exception one is satisfied.**

Exception one: If a pilot on the seniority list with an employment date prior to September 1, 2001 **[DOS]** is placed on furlough, the Company will convert all 76-seat jets **aircraft** for operation as 70-seat jets **aircraft. The number of such aircraft will continue to be limited by Section 1 B. 40. f. as though they were being operated as 76-seat aircraft. The Company may again commence operating such aircraft as 76-seat aircraft effective on the date that the most junior pilot protected by the first sentence of this Exception one is recalled from furlough.**

Exception two: In the event the **hiring or** flow provisions of NWA LOA 2006-10 ~~and/or LOA 2006-14#24~~ **cease to be available, either at the feeder carrier affiliate referenced in such LOAs or at another carrier, the number of jet permitted 76-seat aircraft configured with 71-76 passenger seats specified in Section 1 B. 40. df. will revert to 85 be reduced by 35.**

fh. a carrier that operates ~~any of the 70- or 76-seat jets not being operated as of November 1, 2004,~~ **aircraft** may do so only if that carrier and the Company have agreed to terms for a preferential hiring process for pilots **that the carrier will make offers of employment to furloughed by the Company (i.e., a pilot pilots before any other candidate for hire (subject to a furloughed by pilots completing the Company will be given preferential hiring at a Delta Connection Carrier if he completes all hiring carrier's standard new-hire airman paper work, meets all meeting the hiring carrier's standard new-hire airman hiring standards and medical qualifications, satisfies and satisfying the hiring carrier's standard background checks, and successfully completes completing an interview). The Company will offer preferential interviews for employment to airmen employed by a Delta Connection Carrier that offers preferential hiring to such Such offers will be made in pilot seniority order. A furloughed pilots, subject to the Company's objectives for diversity and experience among newly hired pilots, and subject to the Company's hiring obligations under the NWA CBA LOAs as they appear in LOA #9 (i.e., NWA LOA 2006-10, 2006-14, and 2008-01). A pilot hired by a Delta Connection Carrier operating any of the 70- or 76-seat jets not being operated as of November 1, 2004 will not be required to resign his Delta seniority number in order to be hired by such carrier. Preferential hiring rights at Delta Connection Carriers for pilots furloughed by the Company provided herein will be in addition to any rights to be hired or to flow down rights that such furloughed pilots may have pursuant to the NWA CBA LOAs as they appear in LOA #9 (i.e., NWA LOA 2006-10, 2006-14, and 2008-01). These LOA #24. The provisions of Section 1 B. 40. h. will apply to carriers that**

- operate 70- or 76-seat jets aircraft for the Company as a result of a merger transaction no later than one year after the closing date.
- ~~g. thei.~~ **the Company will fill a minimum of 35% of the aggregate of all positions in Delta pilot new-hire classes in each trailing twelve-month period (to the extent airmen are available) with ALPA-represented airmen at Delta Connection Carriers, subject to such airmen meeting the Company's competitive hiring standards, and subject to the Company's objectives for diversity and experience among newly hired pilots. Airmen who flow up pursuant to LOA #24 and LOA #25 count toward satisfaction of such minimum percentage.**
- j. The Company will offer preferential interviews for employment to airmen employed by carriers (whose airmen were represented by the Association) at the time those carriers ceased operations, subject to the Company's objectives for diversity and experience among newly hired pilots and subject to *Section 1 B. 40. fi.***
47. "Pilot" means an employee of Delta Air Lines, Inc. whose name appears on the Delta Air Lines Pilots' system seniority list.
- ~~Note one: The defined term "pilot" when used with respect to allocations under LOA #14 (Carryover LOA paragraph 4. C., referencing Bankruptcy Protection Covenant, 2006 PWA) on account of the ALPA Claim or the ALPA Notes does not limit the authority of the Delta MEC to determine eligibility for allocation of the ALPA Claim or the ALPA Notes among persons who are pilots, former pilots, or their survivors.~~
- ~~Note two~~ **Note:** For ease of reading in *Section 1*, the defined term "pilot" may be modified by the word "Delta." Such modification does not change the meaning of the defined term "pilot."
48. "Pilot Working Agreement" or "PWA" means the basic collective bargaining agreement between Delta Air Lines, Inc. and the air line pilots in the service of Delta Air Lines, Inc. as represented by the Air Line Pilots Association International, together with all effective amendments, supplemental agreements, letters of agreement, and letters of understanding between the Company and the Association.
49. "Profit/loss sharing agreement" means an agreement or arrangement ~~(other than an industry standard interline agreement)~~ **that provides for the sharing of profits or losses between or among in which the Company or a Company affiliate and another carrier or shares in the economic performance of one or more other carriers and/or of its or their affiliate or affiliates, through incremental revenue sharing or the sharing of profits or losses in connection with the Company's and the other carrier or carriers' carriage of passengers. The An agreement or arrangement that constitutes an industry standard interline agreement, a codeshare agreement with a carrier engaged in international partner flying in which there is no sharing in the economic performance of the carrier's flying through incremental revenue sharing or the sharing of profits or losses, a prorate agreement, a sales/super commission agreement, the Hawaiian and Alaska marketing agreements, and an arrangement between the Company and any Company affiliate and one or more Delta Connection Carriers is not a profit/loss sharing agreement.**
50. "Prorate Agreement" means an agreement between the Company **or a Company affiliate** and another carrier **or its affiliate** for the proration of interline revenue between them, under a standard interline prorate formula, and in a manner that provides no economic

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benefit to the Company other than from the carriage of passengers by the Company. The term "economic benefit" does not include the reimbursement of distribution costs or industry standard interline service charges.

51. "Scheduled block hour" means an hour of scheduled block time.

52. "Subsidiary" means any entity that is controlled by another entity.

53. "United States" means the United States and its possessions and territories including but not limited to the Commonwealth of Puerto Rico.

~~"Merger agreement" means the agreement between Delta Air Lines, Inc. and Northwest Airlines Corporation, described in the Transaction Framework Agreement, dated as of April 14, 2008, by Delta Air Lines, Inc. and the Air Line Pilots Association, International.~~

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

1. All flying performed by or for the Company or any **Company** affiliate will be performed by pilots in accordance with the terms and conditions of this PWA.
2. *Section 1 C. 1.* includes without limitation all passenger flying, cargo flying, freight flying, positioning flights, and ferry flights (scheduled and non-scheduled, revenue and non-revenue) and non-scheduled flights as defined in *Section 2* of this PWA:
 - a. performed by or for the Company or any **Company** affiliate on aircraft owned, leased or operated by the Company or any **Company** affiliate;
 - b. performed on aircraft under the operational control of the Company or any **Company** affiliate (excluding advisory flight planning and following services provided by the Company on a fee for service basis to other air carriers);
 - c. performed for the Company or any **Company** affiliate by any **Company** affiliate or other air carrier;
 - d. performed by any air carrier under or utilizing a designator code, trade name, brand, logo, trademarks, service marks, aircraft livery or aircraft paint scheme currently or in the future utilized by the Company or any **Company** affiliate, or performed on aircraft on which the Company or any **Company** affiliate has purchased or reserved blocked space or blocked seats for sale or resale to customers of the Company or any **Company** affiliate;
 - e. performed by Delta pilots for any other air carrier.
3. There will be no contracting or subcontracting of any Company flying to any other air carrier or performance of Company flying by pilots of any other air carrier without the prior written consent of the Delta MEC.
4. Nothing in *Section 1 C.* will be interpreted to cover flying performed by an air carrier other than the Company or ~~an~~ **Company** affiliate, merely because of its participation in industry standard interline agreements.
5. Nothing in *Section 1 C.* will be interpreted to cover flying performed by an air carrier other than the Company or any **Company** affiliate, merely because of its participation in the Company's or any **Company** affiliate's frequent flyer miles program under which passengers of such other carrier by frequent travel on board the aircraft of that carrier **or its affiliate**, may earn travel or other awards.
6. Neither the Company nor any **Company** affiliate will establish or maintain a pilot base at any point outside the United States unless all Company flying to and from such base is

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conducted by pilots who continue at all times to be covered in all respects by this PWA and the Railway Labor Act. Bidding and staffing for such base will be governed by the PWA without regard to visa or immigration requirements.

7. The Company and its **Company** affiliates will not train, or contract for training of, persons other than Delta pilots to perform Company flying.
 8. The Delta name will be prominently displayed on all Company aircraft performing Company flying.
 9. ~~As of October 30, 2008 and so long as Northwest is an affiliate operating as an air carrier:~~
 - a) ~~the Company may, without limitation, place the DL code on NW flights and such flights may be operated under or utilizing a designator code, trade name, brand, logo, trademarks, service marks, No aircraft livery or aircraft paint scheme currently or in the future utilized by the Company, and~~
 - b) ~~Section 1 C. 1. and Section 1 C. 2. do not apply to operations of Northwest, nor do they apply to operations of an affiliate of Northwest on a permitted aircraft type performing~~
- Company flying will operate with fewer than two pilots.**

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

1. **Section 1 C.** will not apply to category A or C operations on any permitted aircraft type. Exception: If a permitted aircraft type meets the certificated passenger seat requirement of **Section 1 B. 40. bd.** when first placed into service by a Delta Connection Carrier but is subsequently certificated for operation in the United States with a maximum passenger seating capacity in excess of 50 passenger seats, this permitted aircraft type may continue to be operated by Delta Connection Carriers as long as all Delta Connection Carriers operate such permitted aircraft type with no more than 50 passenger seats and with a maximum certificated gross takeoff weight in the United States of 65,000 or fewer pounds at all times.
2. If a domestic air carrier operates ~~both~~ permitted aircraft types and **that carrier or its affiliate operates** aircraft other than permitted aircraft types, the exemption for that domestic air carrier provided by **Section 1 D. 1.** will not apply unless:
 - a. the flying on aircraft other than permitted aircraft types is not performed for the Company **or a Company affiliate** within the meaning of **Section 1 C.**, and
 - b. there is no reduction in the level of the Company's then existing system scheduled aircraft block hours of flying as the result of the performance of such flying on other than a permitted aircraft type, and
 - c. the aircraft other than a permitted aircraft type, is either:
 - 1) a jet aircraft certificated for operation in the United States for 106 or fewer passenger seats and configured with 97 or fewer passenger seats (provided that any jet aircraft configured with between ~~71~~77 and 97 passenger seats is not flown ~~for the Company or any affiliate and is not flown~~ on a city pair that is served by the Company or ~~an~~ **a Company affiliate**)), or
 - 2) a propeller driven aircraft configured with 72 or fewer passenger seats, and is operated on its own behalf or pursuant to agreement with an air carrier(s) other than the Company or an affiliate.

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

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

3. **Section 1 C.** will not apply to flying performed by ~~any~~ **Company** affiliate on permitted aircraft types.
4. At least 85% of all category A and ~~category C~~ operations each month will be under 900 statute miles.
5. At least 90% of all category A and ~~category C~~ operations each month will operate to or from ~~Delta hubs, defined for this purpose as being~~ **the following airports:** Atlanta, ~~Boston, Cincinnati, Washington, D.C. (DCA and IAD), Orlando, Detroit, Fort Lauderdale, Los Angeles, Memphis, Minneapolis, New York Kennedy, New York LaGuardia, Orlando, Salt Lake City, New York (LGA and JFK), Fort Lauderdale~~ **Seattle**, and Tampa, regardless of the number of daily departures of Company flying at such airports, and ~~Minneapolis, Detroit, Memphis, Seattle~~ and any other airport in a month in which such **other** airport has **a monthly average of** more than 50 daily departures of Company flying.
6. No more than 6% of category A and ~~category C~~ operations each month will be between ~~Delta hubs (as defined the airports in Section 1 D. 5.-).~~ For purposes of **Section 1 D. 6.**, Delta Connection flying operated between FLL and TPA, FLL and MCO, **or** TPA and MCO will not be considered flying between ~~Delta hubs~~ **airports in Section 1 D. 5.**
7. Delta Connection flying aircraft will only bear the name “Delta” as part of a phrase referencing a Connection-type operation.
8. **Section 1 C.** will not apply to prevent the Company or any **Company** affiliate from acquiring control of a domestic air carrier that operates aircraft other than permitted aircraft types (a domestic air carrier that the Company or any **Company** affiliate acquires control of is referred to for purposes of **Section 1 D. 8.** as an “acquired airline”) and operating such acquired airline pending a merger of the Company and the acquired airline, provided that:
 - a. the Company agrees to operationally merge with the acquired airline and become a single corporation, a single carrier under the Federal Aviation Act and **a single transportation system under** the Railway Labor Act, with a single air carrier certificate, a single pilot class or craft, not later than six months after the later of:
 - 1) the effective date of issuance of a final and binding integrated pilot seniority list,
 - or
 - 2) the effective date of a single bargaining agreement.
 - b. the pilot seniority lists of the Company and the acquired airline will be integrated pursuant to Association merger policy if both groups are represented by the Association, or if the airmen of the acquired airline are not represented by the Association, then pursuant to ~~a method to be determined by the Delta MEC~~ **Sections 3**

and 13 of the Allegheny-Mohawk Labor Protective Provisions as provided in Section 117 of Public Law 110-161.

- ~~1) However, in either case~~ 1) In the event the pilot seniority lists are integrated pursuant to Association merger policy, the integrated seniority list produced by the Association, including any attendant conditions and restrictions, will be subject to the approval of the Company, and will be submitted to the Company for approval within twelve months of the date the Company or any affiliate acquired control of the acquired airline. **The Company will accept the integrated seniority list produced under Association merger policy, provided that none of the attendant conditions and restrictions therein:**
- a. require a system flush whereby pilots may displace any other pilots from the latter's position,
 - b. require a pilot to be compensated for flying not performed (e.g. differential pay for a position not flown),
 - c. bar a pilot who, at the time of implementation of an integrated seniority list, is in the process of completing or who has completed qualification training for a new position (e.g., B-777 Captain or A-319 First Officer) from being assigned to the position for which he has been trained, regardless of his relative standing on the integrated seniority list;
 - d. significantly increase the Company's costs, or
 - e. provide that a pilot will be displaced from his position by a pilot of the other pre-merger pilot group solely as the result of the implementation of, or the expiration of, any condition or restriction.
- 2) The Company will provide the Association with its decision as to approval or disapproval (including its reasons for disapproval) **based on Section 1 D. 8. b. 1) a) – e))** of the integrated seniority list produced by the Association within two ~~months~~**weeks** following receipt of the integrated seniority list. If the Association does not without good cause produce and present an integrated seniority list to the Company for approval within twelve months of the date the Company or any affiliate acquired control of the acquired airline, the pilot and airman seniority lists of the Company and the acquired airline, respectively, will be integrated pursuant to the arbitration procedures set forth in **Section 1 D. 8. b. 23)**.
- 3) **The Company's decision to reject a list produced by the Association under Section 1 D. 8. b. 1) is subject to Section 1 M. Any time between such Company decision and the filing of a grievance under Section 1 M. challenging the Company's failure to approve a list produced under Section 1 D. 8. b. 1) will be excluded from the twelve month period under Section 1 D. 8. b. 2)**~~If the Company rejects the list produced by the Association, the Association may modify the list~~**1) and 2). The Association may modify the attendant conditions and restrictions and resubmit it to the Company for approval within three months after the date of such rejection, or the date of an award under Section 1 M., or at the election of the Association, the Association and the Company will submit to an arbitrator mutually selected by the Association and the Company for a final and binding decision, the choice of a list attendant conditions and restrictions produced by the Association and a list produced by the Company. If the seniority list integration issue is to be submitted to an**

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1 arbitrator and the Company and the Association cannot agree on the selection of
2 an arbitrator, the arbitrator will be selected from the list of arbitrators referred to
3 in **Section 19**, utilizing the alternate strike-off method, with the right to first strike
4 a name from such list determined by the toss of a coin.

5 **34) If the Association does not resubmit a modified list attendant conditions and**
6 **restrictions within the permitted time period or does so resubmit a modified list**
7 **but it is attendant conditions and restrictions list that are again rejected by the**
8 **Company, then the matter will be decided through the arbitration procedure set**
9 **forth in**

10 **the third and fourth sentences of Section 1 D. 8. b. 23).**

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

service as a condition of approval of the transaction, is the cause of such non-compliance.

9. The Company will maintain a minimum ratio of revenue block hours of Company flying on all narrowbody aircraft and all B-767-300 (non – ER) aircraft (MBH) to revenue block hours of flying in category A and C operations (DBH) under the following chart:

- a. Cell 1 states the maximum number of 76-seat aircraft engaged in category A or C operations as of [DOS], and cells 2 through 8 show an increase in the number of such 76-seat aircraft (if added in accordance with *Section 1 B. 40. f.*), and
- b. Cells 9 through 16 state the minimum ratio of MBH to DBH that the Company must maintain given the number of 76-seat aircraft in cells 2 through 8.

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

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

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E. Permitted Arrangements with Foreign Air Carriers

1. **Section 1 C.** will not apply to international partner flying **under Section 1 E.**
2. Without the consent of the Delta MEC, neither the Company nor any **Company** affiliate will enter into or maintain an agreement or arrangement with any foreign air carrier performing international partner flying that permits the Company or any **Company** affiliate to book or ticket under the Company's or **Company** affiliate's designator code, reserve, block, and/or purchase for resale:
 - a. more than ~~50~~**40**% of the passenger seats in any month on any pair of flight segments in a city pair (e.g., CDG-ATL-CDG) of such foreign air carrier,
 - b. a monthly average of more than 175 passenger seats per flight segment (e.g., CDG-ATL or ATL-CDG) of such foreign air carrier to and from destinations other than Mexico, the Caribbean, Canada or Central America, or
 - c. a monthly average of more than ~~100~~**75** passenger seats per flight segment of such foreign air carrier to and from Mexico, the Caribbean, Canada or Central America, and
 - d. passenger seats on any Fifth Freedom flight segment between Japan and Asian cities beyond Japan, unless 316 weekly NRT slots are scheduled to be utilized in Company flying.
- ~~Exception: Through October 30, 2011, the Company will be deemed in compliance with this provision if it schedules not less than 85% of such 316 weekly NRT slots.~~
3. If the Company's ownership level (i.e., the percentage of ownership referred to in **Section 1 B. 16. a.)** in a foreign air carrier exceeds 25%, the Company flying block hours scheduled in any month between the United States and any country to or from which the foreign air carrier operates from or to the United States, will not be less than the Company flying block hours scheduled between the two countries in the same month of the twelve-month period prior to the month in which the Company's ownership level first exceeds 25%. The Company will be excused from compliance with this provision in the event a circumstance over which the Company does not have control is the cause of such non-compliance.
4. No foreign air carrier will in the performance of international partner flying take on for hire, persons, property or mail at any point within the United States that is destined to be transported by such foreign air carrier to any other point within the United States.
5. Neither the Company nor ~~ana~~ **Company** affiliate will place its code on the flight of a foreign air carrier that operates any flights in which it takes on for hire persons, property or mail at any point in the United States that is destined to be transported to any other point within the United States, except for property transported between the state of Alaska and the mainland United States pursuant to 49 U.S.C. § 41703(e).
6. The Company will join the Association in opposing any change in U.S. law that would permit foreign air carriers to engage in cabotage- **and in opposing any change in U.S. law that would permit persons other than U.S. citizens to increase their ownership above the level permitted as of March 1, 2012, or to acquire control of Delta.**
7. In addition to all other restrictions specified in **Section 1**, the Company or ~~ana~~ **Company** affiliate may only enter into or maintain a profit/loss sharing agreement with a foreign air

Section 1 - Scope

carrier engaged in international partner flying the home country of which is served by at least four Company roundtrips per week between the U.S. and that country.

8. In the event the Company or ~~an~~ **Company** affiliate enters into or maintains a profit/loss sharing agreement with a foreign air carrier, Company flying between the United States and the home country of such foreign air carrier **as well as any country to which such foreign air carrier operates nonstop from the United States** will, in each rolling three month period, be no less than the Company's scheduled block hours between the ~~two countries~~ **United States and any such country** in the same three months of the twelve-month period prior to the month in which such agreement first became effective. **Further, in each trailing twelve-month period measured at the end of each calendar quarter, the Company's share of revenue block hours flown under the profit/loss sharing agreement will be at least 75% of the Company's share of revenue subject to the profit/loss sharing agreement and generated by flying conducted on segments subject to the profit/loss sharing agreement in that twelve-month period.** The Company will be excused from compliance with ~~this provision~~ **neither or both of these provisions** in the event a circumstance over which the Company does not have control is the cause of such non-compliance.
9. The Company will review with the Association any Company plans to amend ~~the existing AF/KL/AZ JV~~ **a profit/loss sharing** agreement; or enter into a new profit/loss sharing agreement ~~with AF/KL/AZ or another carrier.~~. Before any such **amended or new or amended profit/loss sharing** agreement is finalized, the parties will meet for the purposes of negotiating terms applicable to such **amended or new profit/loss sharing agreement.** **If the parties reach an agreement on a production balance (i.e., a ratio of block hours, EASKs, frequencies, ASMs, or other parameters, performed by Delta compared to those performed by the other carrier(s) in the agreement) under an amended or new profit/loss sharing agreement, then the provisions of Section 1 E. 2. a. – c. and Section 1 E. 7. and 8. will not apply to Company flying performed under that profit/loss sharing agreement.**

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

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

F. Company Affiliates and Successors

1. The PWA will be binding upon any **Company** affiliate. The Company will not conclude any agreement or arrangement that establishes ~~an~~ **or that will establish a Company** affiliate unless **the entity that will become such Company** affiliate agrees in writing as

Section 1 - Scope

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

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G. Change in Control

1. In the event that through a single transaction or multi-step related transactions, any entity acquires control of the Company or any **Company** affiliate air carrier that operates other than permitted aircraft types (any such transaction, a “change in control”), the Association will have the right in its sole discretion upon written notice to the Company within 60 days of receiving written notice of the change in control, to either:
 - a. serve a Section 6 notice to reopen the PWA in whole or in part, or
 - b. extend the duration of the PWA for one, two or three years, at the Association’s option, past the amendable date with 3% annual wage increases on the amendable date and on the subsequent anniversary date(s) of the amendable dates, if applicable.
2. **Section 1 G. 1.** will not apply if the transaction that constitutes a “change in control” consists solely of a corporate form restructuring that creates a parent holding company of the Company, whose shareholders and Board of Directors at the closing of the transaction are substantially the same as the shareholders and Board of Directors of the Company immediately preceding the transaction. **Section 1 G. 1.** also will not apply to a transaction during the Company’s Chapter 11 reorganization or to a plan of reorganization resulting in emergence from Chapter 11.

Exception: If, as a result of a transaction during the Company’s Chapter 11 reorganization or plan of reorganization resulting in emergence from Chapter 11, the acquiring entity is an air carrier or controls or is controlled by an air carrier, the Association will have the right in its sole discretion upon written notice to the Company, within 60 days of receiving written notice of the change in control, to extend the duration of the PWA for one, two or three years, at the Association’s option, past the amendable date, with 3% annual wage increases on the amendable date and on the subsequent anniversary date(s) of the amendable dates, if applicable.
3. **Section 1 G. 1.** will not apply to any entity that is an IRS qualified employee benefit plan of the Company (or a parent), or a trustee or other fiduciary of such plan acting in its capacity as such, provided that the plan is one in which (i) all pilots who meet the general service requirements applicable to all participants are entitled to participate; (ii) stock of the Company or **Company** affiliate allocated to accounts of participants is voted in accordance with the instructions of the participants if any are given and (iii) the trustee voting unallocated stock is a nationally recognized bank or financial institution. If stock in the plan which is not required to be voted in accordance with directions of the participants is tendered to an entity outside the plan, such stock will be deemed to be no longer owned by the plan for purposes of **Section 1 G. 3.**

H. Opportunity to Make Competing Proposal

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

Section 1 - Scope

I. General Furlough Protection

1. No pilot on the seniority list as of ~~December 8, 2008~~ **[DOS]** will be placed on furlough on less than 90 days advance written notice.
2. No pilot on the seniority list as of ~~December 8, 2008~~ **[DOS]** will be placed on furlough if the staffing at the time of notice or at time of furlough is less than the PBS Staffing Formula (*Section 22 C.*) for any position.
3. ~~For a period of 24 months following December 8, 2008, no~~ **No pilot on the seniority list will be placed on furlough as the result of Delta's acquisition of control of another air carrier or of another air carrier's acquisition of control of Delta, commencing on the merger date of consummation of the agreement resulting in the acquisition of control and continuing for 24 months following the closing of such agreement between the Company Delta and Northwest the other air carrier.**
4. The Company will be excused from compliance with the provisions of *Section 1 I. 1., 2., and 3.* in the event a circumstance over which the Company does not have control is the cause of such noncompliance.

J. Fragmentation Transaction

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

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

K. Labor Dispute

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

1. the Company will not perform training of airmen for service as employees of the air carrier (replacement airmen) in connection with a labor dispute,
2. ~~ana~~ **Company** affiliate will not perform training of airmen for service as employees of the air carrier (replacement airmen) other than itself, and
3. the provisions of *Section 1 P. 8.* as they apply to the AF/KL/AZ JV will apply to each air carrier that engages in international partner flying with the Company; **and to the affiliates of such air carrier, except that the provisions of Section 1 P. 8. d. and e. will**

not be triggered during a lawful strike by the airmen of an affiliate of a carrier engaged in international partner flying (as long as the affiliate is not engaged in international partner flying with the Company).

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

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

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

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- 1 violation of any applicable provision of law, legal duty or requirement or stock
2 exchange or stock market rule.
- 3 b. Each of the Association and the Delta MEC acknowledge that, under applicable law,
4 all members of the Delta Board are required to act in accordance with their fiduciary
5 duties to Delta and to its stockholders and accordingly acknowledge that (1) the Pilot
6 Member's fiduciary responsibilities may require that he or she be excused from time
7 to time from portions of meetings of the Delta Board or committees thereof and be
8 recused from voting upon certain matters presented to the Delta Board for
9 consideration in accordance with the policies and practices of the Delta Board
10 applicable to all members of the Delta Board and (2) the Pilot Member shall be
11 bound by the confidentiality obligations of the members of the Delta Board with
12 respect to all discussions, deliberations and decisions of the Delta Board and any
13 committees thereof in accordance with the policies of the Delta Board applicable to
14 all members of the Delta Board, provided that, the Pilot Member may from time to
15 time, with the knowledge of the Chairman of the Delta Board or Chief Executive
16 Officer of Delta, exercise his reasonable discretion to provide such information to the
17 Delta MEC, its officers, relevant committees, and advisors who have executed
18 confidentiality agreements approved by Delta for that purpose. Delta and the Delta
19 MEC hereby acknowledge that, at any time, for any reason, at the request of the Delta
20 MEC, the Pilot Member shall resign from the Delta Board to be replaced by a
21 replacement Qualified ALPA Member designated by the Delta MEC, that the Pilot
22 Member has agreed with the Delta MEC to so resign, and that if, under such
23 circumstances, the Pilot Member fails promptly to so resign, the Delta Board may
24 remove the Pilot Member from his or her position on the Delta Board (to be replaced
25 by a replacement Qualified ALPA Member designated by the Delta MEC).
- 26 c. All obligations of Delta hereunder shall terminate, and the Delta MEC shall cause the
27 Delta MEC's Pilot Member to resign from the Delta Board and any committees
28 thereof immediately upon the date on which the Association (or any successor by
29 reorganization of the Association) ceases to be the authorized representative of the
30 Delta Pilot Group or the pilots of a successor to Delta for purposes of collective
31 bargaining. At any time that the Pilot Nominee does not satisfy the conditions set
32 forth in the "Qualified ALPA Member" definition, the Delta MEC shall cause such
33 individual to resign from the Delta Board and any committees thereof.
- 34 d. Delta hereby agrees that if, at any time, a publicly-held parent company of Delta were
35 to be formed (the "Parent Company"), the rights of Delta MEC hereunder to appoint a
36 Pilot Member to the Delta Board, and the corresponding obligations of Delta
37 hereunder, will apply, mutatis mutandis, to the right of the Delta MEC to appoint a
38 Pilot Director to the board of directors of the Parent Company, and the corresponding
39 obligations of the Parent Company.
- 40 e. **Section 1 L. 1.** became effective on April 14th, 2008, and will remain in effect until
41 and unless changed by written agreement of the parties. **Section 1 L. 1.** will not be
42 subject to the grievance and/or System Board of Adjustment procedures of Sections
43 18 and 19 and will be governed by the laws of the State of Delaware, and each of the
44 parties knowingly waives, relinquishes, and agrees that it will not assert any claim or
45 argument (whether in court or elsewhere) that the terms of **Section 1 L. 1.** may be
46 modified or in any way set aside (except by written agreement of the parties hereto)

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- 1 during any period after the amendable date of the PWA or of any successor PWA,
2 including any period during which Delta and the Association have been released to
3 engage in lawful self-help pursuant to the Railway Labor Act, as amended.
- 4 2. The Company will provide the Association on a periodic basis and, in addition, at its
5 reasonable request, with detailed historical operating and financial information on the
6 Company and its **Company** affiliates and detailed projected operating and financial
7 information on the Company and its **Company** affiliates.
- 8 a. Access to, use and distribution of, information provided to the Association under
9 **Section 1 L. 2.** will be conditioned upon and governed by reasonable confidentiality
10 agreements deemed appropriate by the Company and Association.
- 11 b. Information provided to the Association under **Section 1 L. 2.**, will include all
12 information reasonably necessary to enable the Association to monitor Delta's
13 compliance with the terms of **Section 1** (including copies of all codeshare and prorate
14 agreements between Delta and Delta Connection Carriers and between Delta and
15 carriers engaging in category B operations, and the number and type of aircraft in
16 Category A operations will be provided to the Association at the scheduled quarterly
17 financial update), as well as Delta's compliance with the terms of the Company's
18 Profit Sharing Plan and the Company's Monthly Performance Incentive Program.
19 The Company will also provide all operational and financial information, historical
20 and projected, concerning the AF/KL/AZ joint venture-, **and copies of all codeshare**
21 **agreements and profit/loss sharing agreements.** Information related to codeshare
22 **and joint venture** limitations (i.e., **Section 1 N-D. 4. – 6., Section 1 E. 2-., Section**
23 **1 E. 7. and 8., Section 1 O. 2. – 6. and 9. b. 2) and Section P- 5. (if applicable)), and**
24 **Section 1 P. 4.)** will be provided within 30 days after the conclusion of the applicable
25 measurement period.
- 26 c. Delta will also provide to the Association documentation of each flight segment that
27 has been published by the Company (in print or electronically as of the first day of the
28 current month) bearing both the DL code and one or more of NW, CO, AS or HA
29 code for each of the two months following the current month. Such documentation
30 will be provided to the Association, in electronic form, by the end of each such
31 current month.
- 32 d. The detailed historical operating information referenced in **Section 1 L. 2.** will be
33 provided to the Association concurrent with the **Section 1 N-D. 4. – 6., Section 1 E.**
34 **2-., Section 1 E. 7. and**
35 **8., Section 1 O. 2. – 6.5., and 9. b. 2) and Section 1 P-5. (if 4. (when applicable)**
36 **information, at the end of each month, for the prior month.**
- 37 3. The Company will not make any contribution to any employee grantor trust established
38 by a Delta employee in connection with the 2002 Delta Excess Benefit Plan or the 2002
39 Delta Supplemental Excess Benefit Plan or contribute to any employee grantor trust
40 established in the future in connection with such plans or any successor plans.

41 M. Remedies

42
43
44 The Company at the written request of the Association will arbitrate any grievance filed by
45 the Association alleging a violation of **Section 1** on an expedited basis directly before the
46 Five Member System Board of Adjustment. Such expedited arbitration hearing before such

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Board will be completed no later than 60 days following the filing date of the grievance and the grievance will be decided by the System Board no later than 90 days after the filing of the grievance, unless the parties agree otherwise in writing.

N. Reserved

O. Permitted Arrangements Pursuant to the Alaska Marketing Agreement

1. **Section 1 C.** will not apply to flying performed by AS under the DL code **under Section 1 O.** provided that the DL code may only be placed on AS flight segments:
 - a. for the sole purpose of passenger service,
 - b. pursuant to the Alaska marketing agreement,
 - c. under a prorate agreement, and
 - d. consistent with the terms of **Section 1 O.**

2. The DL code will not be placed on AS flight segments between Delta hubs whether or not a Delta hub is also an Alaska hub.

3. The DL code will not be placed on AS flight segments to or from a Delta hub.

Exception one: The DL code may be placed on AS flight segments to or from LAX, subject to **Section 1 O. 2.** Any such flight segments between LAX and an Alaska hub will be included in the calculations in **Section 1 O. 3. Exception two.**

Exception two: The DL code may be placed on AS hub to hub flight segments, provided that the following limitations are satisfied (measured at the end of each month on a rolling 12 month average):

- a. the ratio of the aggregate number of scheduled hub to hub flight segments of DL bearing an AS code, to the aggregate number of scheduled hub to hub flight segments of AS bearing a DL code, must equal or exceed 4.0, and
- b. the ratio of the aggregate number of scheduled hub to hub flight segments of Delta bearing an AS code, to the aggregate number of scheduled hub to hub flight segments of Alaska bearing a DL code, must equal or exceed 4.0.

Note one: AS flight segments between SEA and LAX will not be used in calculating the ratios in Section 1 O. 3. Exception two a. and b.

Note two: Each requirement in **Section 1 O. 3. Exception two a. and b.** will be satisfied if, with respect to such requirement, the number of scheduled flight segments of Delta or DL, as applicable, bearing the AS code, as applicable, is no more than two average daily scheduled flight segments below the minimum number of such flight segments specified by such requirement. It is understood that “average daily scheduled flight segments” will be computed with respect to the applicable rolling time period.

4. In the absence of consent of the MEC Chairman, Delta will remove its code from AS flight segments between the State of Alaska and the mainland United States in a bid period immediately following a period of twelve consecutive bid periods in which the total number of scheduled Delta flight segments between the State of Alaska and the mainland United States was less than 1419. The Company will be excused from compliance with **Section 1 O. 4.** if the cause for such non-compliance was a "circumstance over which the Company does not have control" as defined in **Section 1 B. 9.**

5. With respect to flight segments of AS in a city pair, no more than:

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- a. ~~50%-the following percentage of the monthly~~ passenger seats may be occupied by passengers traveling under the DL code:
 - 1) **50% for flights between SEA and either MSP or ATL, and**
 - 2) **35% for flights in any month all other city pairs, or**
 - b. a monthly average of 86 passenger seats may be occupied by passengers traveling under the DL code per flight segment, **if in the month involved this results in a lesser number of passenger seats occupied by such passengers than under Section 1 O. 5. a.**
6. Reserved.
7. Delta will not purchase or reserve seats on AS on a block space basis (i.e., on the basis of the purchase or reservation by Delta of a block of seats on aircraft operated by AS, at a contractually agreed price, that are then available for resale by Delta to its customers).
8. If Delta is in breach of any of the limitations on hub to hub (**Section 1 O. 3.**) flight segments the following will apply:
 - a. Delta may cure any such breach within 60 days of the date of written notification from the MEC Chairman to the Company of such breach by:
 - 1) removing the DL code from, as applicable, AS or Alaska flight segment(s), and/or
 - 2) increasing the number of DL or Delta, as applicable, flight segment(s) bearing the AS code, as applicable.
 - b. Delta may defer the cure of any such breach for up to 90 days beyond such 60 day period if the cause of such breach was a "circumstance over which the Company does not have control", as defined in **Section 1 B. 9.**
9. Consolidation
 - a. If Delta or Alaska acquires an air carrier and integrates that air carrier so as to form a single carrier, the applicable limitations and parameters in **Section 1 O.** will be adjusted to include the increase in scheduled flight segments that result from the acquisition and integration of the acquired air carrier.
 - b. The Association will have the right to terminate **Section 1 O.** upon 60 days written notice to the Company, if Alaska, without the prior written approval of the Association, acquires control of Delta, either directly or through another individual, entity or trust, or as part of a group.
10. There will be no direct or indirect transfer to AS of any aircraft owned, leased, operated or on order or option by or on behalf of Delta or ~~ana~~ **Company** affiliate, other than in the normal course of business (e.g., lease returns or sale of aircraft, orders or options on arm's length market terms).
11. Delta will maintain a separate operating and corporate identity from Alaska, including, but not limited to, name, trade name, logo, livery, trademarks or service marks, but permitting (in addition to the separate name, trade name, logo, livery, trademarks or service marks) the use of designator codes, frequent flyer program information, and other name, trademarks, trade name, logo, livery or service marks that reflect the alliance relationship. The foregoing will not preclude Delta from acquiring and integrating Alaska under **Section 1 D. 8.**, but will apply until the closing date of any corporate transaction pursuant to which Delta or any **Company** affiliate acquires control of Alaska.
12. To the extent that any of the terms of **Section 1 O.** are inconsistent with any of the terms of the Alaska marketing agreement, the terms of **Section 1 O.** will take precedence and will remain in full force and effect. Delta will not be excused from compliance with any

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of the terms of **Section 1 O.** based on its obligations under the Alaska marketing agreement.

13. Amendments to the Alaska marketing agreement

- a. No amendment to the Alaska marketing agreement (other than a termination) that constitutes a material change will be made without the written consent of the Delta MEC Chairman.
- b. A copy of each amendment to the Alaska marketing agreement will be promptly delivered to the office of the Delta MEC Chairman. A copy of each such amendment that affects a codeshare or prorate term or condition will be delivered to the office of the Delta MEC Chairman, for his review and comment, at least 30 days prior to implementation.
 - 1) If the Delta MEC Chairman believes that the amendment is a material change, he may dispute such amendment by submitting a grievance to the Company for expedited determination under **Section 1 M.** To be valid, such grievance must be so submitted within 30 days of the date of delivery of the amendment to the office of the Delta MEC Chairman.
 - 2) If the System Board of Adjustment determines that the amendment is a material change, then at the written request of the Delta MEC Chairman, Delta will cancel or void the disputed amendment to the Alaska marketing agreement and will take all other action necessary to restore the status quo that existed prior to such amendment within 30 days of receipt of such written request by the Company. In addition, the System Board may award such other and further relief as appropriate to provide a make-whole remedy to pilots harmed by such material change.
 - 3) If Delta does not comply with such request within such 30 day period, the Delta MEC Chairman will have the right to terminate **Section 1 O.** upon 60 days advance written notice to the Company.

14. Termination

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

15. Rulings of Government Authority

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

16. Labor Disputes

- a. There will be no increased use of the DL code (i.e., an increase over and above that which was loaded in Deltamatic in the 90 day period prior to the commencement of the cooling off period) by AS during a cooling off period (under Sections 5, 6 or 10 of

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- the Railway Labor Act) applicable to Delta pilots. In the event of a lawful primary strike against Delta by the Delta pilots, the DL code will not be used by AS at any time during such strike.
- b. There will be no payments other than those payments occurring during the ordinary course of business to Delta from AS during a cooling off period (under Sections 5, 6 or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful strike by Delta pilots.
- c. No airman trained by AS in the prior 12 months will be hired to serve as a Delta pilot during a cooling off period (under Sections 5, 6 or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful strike by Delta pilots.
- Note: For ease of reading in **Section 1- O. 16.**, the defined term “pilot” is modified by the word “Delta.” Such modification does not change the meaning of the defined term “pilot.”
17. The provisions of **Section 1 O. 13. – 16.** will be effective in all respects without regard to whether the parties are then engaged in collective bargaining pursuant to Section 6 of the Railway Labor Act. Delta expressly waives any and all rights whatsoever to argue that the Association’s rights under these provisions or exercise of such rights should be affected in any way by virtue of the status quo provisions of the Railway Labor Act.
18. Transactions between Delta and AS will be at arm’s length (as would be conducted by independent, unaffiliated parties).

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

- Delta, Air France, KLM, and Alitalia are partners in a series of agreements establishing a long-term alliance between them, linking their route networks and enabling them to market globally integrated air transportation services. The U.S. Department of Transportation has granted certain of these agreements immunity from the U.S. antitrust laws, subject to certain conditions, to facilitate the integration of the DL, AF, KL, and AZ route networks.
- Full implementation of the AF/KL/AZ JV commenced on April 1, 2010
- Each party’s economic share of the AF/KL/AZ JV will be determined in accordance with the formula delineated in the AF/KL/AZ JV agreement.
- The amount of flying subject to the AF/KL/AZ JV for Bundle 1 was determined from an EASK baseline period (the baseline EASK). The baseline EASK allocations are 50% for DL and 50% for AF/KL/AZ. Effective with the three year measurement period ending on March 31, 2011 (including applicable AZ flying during the 12 month measurement period of April 1, 2010 to March 31, 2011 only), the Company shall maintain no less than 48.50% of the EASK capacity share in this measurement period (Company’s baseline EASK allocation minus 1.50%). A new three-year rolling measurement period will begin April 1, 2011 and the actual capacity share percentages for all previous years will be disregarded for capacity share measurement purposes. In the case of the rolling three-year measurement periods ending March 31, 2014, and thereafter, the Company shall be required to maintain no less than 48.50% (Company’s baseline EASK allocation minus 1.50%) of the total EASK capacity subject to the provisions of **Section 1 P. 6.**

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

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

Note two: In the first 12 month measurement period following March 31, 2010 (i.e., from each April 1 to March 31 of the following calendar year), during which the Company's EASK capacity share is greater than or equal to 49.75%, a new three year rolling measurement period will begin and the capacity share percentages for all previous years will be disregarded for capacity share measurement purposes.

~~5. The provisions of **Section 1 E. 7.** and **5.** **Reserved.** ~~8.~~ will not apply to Company flying performed under the AF/KL/AZ JV.~~

6. If the Company is not in compliance with the minimum EASK capacity allocation under **Section 1 P. 4.** for any measurement period, the Company will cure any such breach by increasing the number of DL EASKs or decreasing the number of AF/KL/AZ EASKs to return the Company's EASK capacity share to compliance with the minimum EASK allocation under **Section 1 P. 4.** for the then current rolling three year measurement period.

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

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

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~~Exception: Consistent with the terms of the AF/KL/AZ JV agreement, the provisions of **Section 1 P. 7.** will not apply to competing operations of Martinair Holland N.V. prior to December 31, 2010.~~

8. Labor Disputes

- a. There will be no increased use of the DL code (i.e., an increase over and above that which was loaded in Deltamatic in the 90-day period prior to the commencement of the cooling off period) by AF, KLM, or AZ during a cooling off period (under Section 5, 6, or 10 of the Railway Labor Act) applicable to Delta pilots. In the event of a lawful primary strike against Delta by the Delta pilots, the DL code will not be used by AF, KLM, or AZ at any time during such strike.
 - b. There will be no payments other than those payments occurring during the ordinary course of business to Delta from AF, KLM, or AZ during a cooling off period (under Section 5, 6, or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful strike by Delta pilots.
 - c. No airman trained by AF, KLM, or AZ in the prior 12 months will be hired to serve as a Delta pilot during a cooling off period (under Section 5, 6 or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful strike by Delta pilots.
 - d. There will be no increased use of the AF, KLM, and/or AZ code (i.e., an increase over and above that which was loaded in Deltamatic in the 90-day period prior to the commencement of the strike) by Delta during a lawful strike by the AF, KLM, and/or AZ airmen.
 - e. Without the consent of the Delta MEC Chairman, there will be no increase of gauge on any Delta route which carries the AF, KLM, and/or AZ code (i.e., an increase over and above that which was loaded in Deltamatic in the 90-day period prior to the commencement of the strike) during a lawful strike by the AF, KLM, and/or AZ airmen.
9. Definitions for the terms EASK, acquisition and competing operations contained in the AF/KL/AZ JV agreement that are incorporated by reference into ~~this LOA~~ **the PWA** shall not be amended without the consent of the Delta MEC. The baseline EASK allocation, the Bundle 1 definition and the competing operations capacity limit may not be changed except as provided in **Section 1 P. 4.** and **Section 1 P. 7.**, respectively.

Q. Permitted Arrangements Pursuant to the Hawaiian Marketing Agreement

1. **Section 1 C.** will not apply to flying performed by Hawaiian under the DL code **under Section 1 Q.**, provided that the DL code may only be placed on Hawaiian flight segments:
 - a. for the sole purpose of passenger service, and
 - b. pursuant to the Hawaiian marketing agreement, and
 - c. within the state of Hawaii, and
 - d. under a prorate agreement, and
 - e. consistent with the terms of **Section 1 Q.**
2. Delta will not purchase or reserve seats on HA on a block space basis (i.e., on the basis of the purchase or reservation by Delta of a block of seats on aircraft operated by HA, at a contractually agreed price, that are then available for resale by Delta to its customers).

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3. The Association will have the right to terminate **Section 1 Q.** upon 60 days written notice to the Company, if Hawaiian, without the prior written approval of the Association, acquires control of Delta, either directly or through another individual, entity or trust, or as part of a group.
4. There will be no direct or indirect transfer to Hawaiian of any aircraft owned, leased, operated or on order or option by or on behalf of Delta or an **Company** affiliate, other than in the normal course of business (e.g., lease returns or sale of aircraft, orders or options on arm's length market terms).
5. Delta will maintain a separate operating and corporate identity from Hawaiian, including, but not limited to, name, trade name, logo, livery, trademarks or service marks, but permitting (in addition to the separate name, trade name, logo, livery, trademarks or service marks) the use of designator codes, frequent flyer program information, and other name, trademarks, trade name, logo, livery or service marks that reflect the alliance relationship. The foregoing will not preclude Delta from acquiring and integrating Hawaiian in accordance with **Section 1 D. 8.**, but will apply until the closing date of any corporate transaction pursuant to which Delta or any **Company** affiliate acquires control of Hawaiian.
6. To the extent that any of the terms of **Section 1 Q.** are inconsistent with any of the terms of the Hawaiian marketing agreement, the terms of **Section 1 Q.** will take precedence and will remain in full force and effect. Delta will not be excused from compliance with any of the terms of **Section 1 Q.** based on its obligations under the Hawaiian marketing agreement.
7. Amendments to the Hawaiian marketing agreement
 - a. No amendment to the Hawaiian marketing agreement (other than a termination) that constitutes a material change will be made without the written consent of the Delta MEC Chairman.
 - b. A copy of each amendment to the Hawaiian marketing agreement will be promptly delivered to the office of the Delta MEC Chairman. A copy of each such amendment that affects a codeshare or prorate term or condition will be delivered to the office of the Delta MEC Chairman, for his review and comment, at least 30 days prior to implementation.
 - 1) If the Delta MEC Chairman believes that the amendment is a material change, he may dispute such amendment by submitting a grievance to the Company for expedited determination under **Section 1 M.** To be valid, such grievance must be so submitted within 30 days of the date of delivery of the amendment to the office of the Delta MEC Chairman.
 - 2) If the System Board of Adjustment determines that the amendment is a material change, then at the written request of the Delta MEC Chairman, Delta will cancel or void the disputed amendment to the Hawaiian marketing agreement and will take all other action necessary to restore the status quo that existed prior to such amendment within 30 days of receipt of such written request by the Company. In addition, the System Board may award such other and further relief as appropriate to provide a make-whole remedy to pilots harmed by such material change.
 - 3) If Delta does not comply with such request within such 30 day period, the Delta MEC Chairman will have the right to terminate **Section 1 Q.** upon 60 days advance written notice to the Company.

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8. Termination

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

9. Rulings of Government Authority

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

10. Labor Disputes

- a. There will be no increased use of the DL code (i.e., an increase over and above that which was loaded in Deltamatic in the 90 day period prior to the commencement of the cooling off period) by Hawaiian during a cooling off period (under Sections 5, 6 or 10 of the Railway Labor Act) applicable to Delta pilots. In the event of a lawful primary strike against Delta by the Delta pilots, the DL code will not be used by Hawaiian at any time during such strike.
- b. There will be no payments other than those payments occurring during the ordinary course of business to Delta from Hawaiian during a cooling off period (under Sections 5, 6 or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful strike by Delta pilots.
- c. No airman trained by Hawaiian in the prior 12 months will be hired to serve as a Delta pilot during a cooling off period (under Sections 5, 6 or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful strike by Delta pilots.
Note: For ease of reading in **Section 1 Q. 9.**, the defined term "pilot" is modified by the word "Delta." Such modification does not change the meaning of the defined term "pilot."

11. The provisions of **Section 1 Q. 6. – 910.** will be effective in all respects without regard to whether the parties are then engaged in collective bargaining pursuant to Section 6 of the Railway Labor Act. Delta expressly waives any and all rights whatsoever to argue that the Association's rights under these provisions or exercise of such rights should be affected in any way by virtue of the status quo provisions of the Railway Labor Act.

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

1 SECTION 2

2
3 DEFINITIONS AND GLOSSARY

4
5 A. Definitions

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

- 9 1. **“13 B. 3. pilot” means a former pilot removed from the seniority list under *Section***
10 ***13 B. 3.*, on or after June 1, 2006, who is receiving disability benefits from the D&S**
11 **Plan. Upon cessation of disability benefits, termination, or retirement, such former**
12 **pilot will cease to be a 13 B. 3. pilot.**
- 13 2. “Accrued vacation” means the vacation time (i.e., the number of weeks or days) a pilot is
14 accumulating in a vacation year for use in the next vacation year. The accrual rate for
15 such vacation is determined by the number of years of continuous employment the pilot
16 completed before April 1st of the vacation year.
17 Example: Assume that on October 1st, (i.e., at the completion of 50% of the vacation
18 year) a pilot has not been on leave or furlough in excess of 30 days since the beginning of
19 the vacation year. Such pilot will have accrued 50% of the vacation time to which he will
20 be entitled on the next April 1st.
- 21 3. “Active payroll status” means the status of a pilot who is not on inactive payroll status.
- 22 4. “Administrative pilot” means a pilot who is removed from a category for the purpose of
23 performing managerial, supervisory and/or administrative duties for the Company (e.g., a
24 pilot in a payroll department other than 030 or 031).
25 Exception: An instructor who does not perform managerial or supervisory duties (i.e., an
26 instructor in payroll department 052) is not an administrative pilot.
- 27 5. **“Advanced Qualification Program” (AQP) means the Company administered and**
28 **FAA approved programs for all indoctrination, qualification, requalification, or**
29 **continuing qualification training at Delta Air Lines.**
- 30 6. “Advance entitlement” (AE) means an award (or, with respect to an entry level pilot, an
31 award or assignment) to a category that is anticipated to become effective on a
32 subsequent conversion date.
- 33 7. “AF” or “Air France” means Société Air France.
- 34 8. “Affiliate” means:
35 a. any subsidiary, parent or division of ~~an entitythe Company,~~
36 b. any other subsidiary, parent or division of either a parent or a subsidiary of **an**
37 **entitythe Company,** or
38 c. any entity that controls ~~another entitythe Company~~ or is controlled by **another**
39 **entity, or is under common control with another entity, in either case,the**
40 **Company** whether directly or indirectly through the control of other entities.
- 41 9. “Aggregate service” means all time starting from a pilot’s date of employment with the
42 Company as a pilot, with the exception of the following:
43 a. periods of furlough, or
44 b. unpaid leave in excess of 60 cumulative days.
- 45 10. “Aircraft model” means an aircraft (e.g., B-737-800, MD-88) within an aircraft type.
- 46 11. “Aircraft type” means one of the following groupings:

a. B-747-400	h. A-320/319B-737-900/800/700/600
b. B-77747-200	i. MD-90/MD-88A-320/319
c. B-7877	j. B-717MD-90/MD-88
d. B-767-400ER87	k. DC-9B-737-300/200
e. A-330-300/200B-767-400ER	l. EMB-190/195DC-9
f. B-767 (all except B-767-400ER)/B-757A-330-300/200	m. CRJ-900EMB-190/195
g. B-737-900/800/700/60067 (all except B-767-400ER)/B-757	n. CRJ-900

12. “Aircrew program designee” (APD) means a pilot who is designated by the FAA to administer type rating evaluations.
10. ~~“Aircrew training instructor” (ATI) means a former NWA instructor who, on the day prior to October 30, 2008, performs training in classrooms and/or in flight training devices and flight simulators, and is:~~
 - ~~a. not on the NWA seniority list, or~~
 - ~~b. is on the NWA seniority list but is not an active pilot (e.g. on layoff, on leave, etc.)~~
13. “Air France/KLM/Alitalia joint venture” or “AF/KL/AZ JV” means the business relationship between Delta, Air France, KLM, and Alitalia in which the costs and revenues of international flights within the AF/KL/AZ JV are shared between or among the air carrier partners, as typified by the business relationship between Air France, KLM, Alitalia, and Delta that is embodied in the AF/KL JV agreement.
14. “Air France/KLM/Alitalia JV agreement” or “AF/KL/AZ JV agreement” means the Transatlantic Joint Venture Agreement between Delta Air Lines, Inc., Societe Air France, Koninklijke Luchtvaart Maatschappij N.V. and Compagnia Aerea Italiana, S.p.A. as in effect on April 1, 2010.
15. “Airman” means a person:
 - a. whose name does not appear on the Delta Pilots’ System Seniority List, and
 - b. who is certified to operate the controls, and/or assist in the operation of the controls of a commercial aircraft at a cockpit position.
16. “Alaska” means Alaska Airlines, Inc.
17. “Alaska hub” means SEA, ANC, LAX and any other airport having a monthly average of at least 100 Alaska scheduled flight departures per day.
18. “Alaska marketing agreement” means the document titled “Marketing Agreement” signed on March 1, 2004 by Delta, Alaska and Horizon Air Industries, Inc., as from time to time amended.
19. **“ALPA Aeromedical Advisor” is a doctor from ALPA’s Aeromedical Office (Aviation Medicine Advisory Service).**
20. “Annual compensation” for purposes of the profit sharing plan, means an employee’s gross earnings during the profit sharing plan year, including any sick and vacation pay (whether paid by the Company or from a disability and survivor trust), but excluding: a) expense reimbursements, b) expense allowances, c) income required to be imputed to the employee for any reason pursuant to federal, state or local law, d) profit sharing awards, e) earnings from any other incentive compensation program, f) Company contributions to a retirement plan, g) disability payments, h) income from the grant, vesting, exercise or

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1 sale of Delta stock or Delta stock options, i) income relating to, or resulting from,
2 bankruptcy claims, notes, or other securities, j) medical plan payments and k) severance
3 payments. In addition, annual compensation for the purposes of the profit sharing plan
4 includes pilot furlough pay.

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

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

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

- 16 22. “AS,” **when not referring to the AS code**, means Alaska Airlines, Inc. and any carrier to
17 the extent of its category B operations using the AS code.

- 18 23. “Asterisk rotation” means a rotation that:

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

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

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

- 31 25. “Average Line Value” (ALV) means a number of hours established by the Company
32 **between 72 and 84 hours (inclusive)** that is the projected average of all regular line
33 values, for a position, for a bid period.

- 34 26. “AZ” or “Alitalia” means Compagnia Aerea Italiana, S.p.A.

- 35 27. “Base” means a location to which a pilot is assigned.

- 36 28. “Base premium” means the premium developed each year separately for each of the
37 options offered under the DPMP ~~and the Delta Health Plan excluding HMOs and fully-~~
38 ~~insured options~~, for retirees and survivors, from the combined experience of a population
39 composed of all retirees and survivors (pilot retirees and survivors and other retirees and
40 survivors) participating in the DPMP and the Delta Health Plan, excluding HMOs and
41 fully insured options. In the case of the premium attributable to children of pilot retirees,
42 such base premium will be based on the combined experience of all dependents
43 participating in the DPMP and the Delta Health Plan excluding HMOs and fully insured
44 options. Such base premium will be developed by the Company’s actuary using
45 reasonable actuarial assumptions and methods that are designed to determine such base
46 premium in the actuary’s best professional judgment. The Company’s calculation of the

DPMP base premium will be subject to review by the Association. The Company will provide to the Association by June 15th of each year, data, assumptions and methodologies used to determine such costs and base premium. The Association may provide comments on such analysis under the DPMP by July 7th, and the Company's actuary will consider such comments in making its final determination of the base premium. The methodology for determining the base premium will be applied separately to develop pre-Medicare **eligibility age** and post-Medicare **eligibility age** premiums.

29. "Bid period" means one of the following time periods:
- a. January 1st through January 30th (the "January bid period")
 - b. January 31st through March 1st (the "February bid period")
 - c. March 2nd through March 31st (the "March bid period")
 - d. April 1st through ~~May 1st~~ April 30th (the "April bid period")
 - e. May ~~2nd~~ 1st through ~~June 1st~~ May 31st (the "May bid period")
 - f. June ~~2nd~~ 1st through ~~July 1st~~ June 30th (the "June bid period")
 - g. July ~~2nd~~ 1st through July 31st (the "July bid period")
 - h. August 1st through August 30th (the "August bid period")
 - i. ~~September 1st~~ August 31st through September 30th (the "September bid period")
 - j. October 1st through October 31st (the "October bid period")
 - k. November 1st through November 30th (the "November bid period")
 - l. December 1st through December 31st (the "December bid period")

Note: The start and/or end dates of a bid period may be altered by mutual agreement between the Director – Crew Resources and the MEC Scheduling Committee Chairman.

30. "Block time" means the time beginning when an aircraft first moves for the purpose of flight or repositioning and ending when the aircraft comes to a stop at the next destination or at the point of departure.
31. "Board" means the Delta Pilots' System Board of Adjustment.
32. "Break-in-duty" means a rest period (measured from release to report) that is sufficient to break a pilot's duty period under *Section 12 G*.
33. "Bundle 1" means flying on all routes (a) between Europe, on the one hand and North America, on the other hand, (b) between French Polynesia, on the one hand, and North America on the other hand, until such time as Air France/KLM/Alitalia ceases operations on any such routes, and (c) between AMS, on the one hand, and India on the other hand, until such time as the Company ceases operations between AMS and Mumbai. Terms in this definition are as defined in the Air France/KLM/Alitalia JV Agreement.
34. "Business day" means each day from Monday through Friday, except for Company holidays.
35. "Captain" means a pilot who is in command and who is responsible for the manipulation of, or who manipulates, the flight controls of an aircraft while under way, including takeoff and landing of such aircraft; who is properly qualified to serve as and holds currently effective airman's certificates authorizing him to serve as such pilot.
36. "Carry-over rate" means the dollar value of a pilot's accumulated credit for a bid period divided by such accumulated credit, expressed in dollars per minute.
37. "Category" means the combination of a pilot's position and base.
38. "Category A operation" means the operation of a flight segment by a Delta Connection Carrier:

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- 1 | a. that is an **Company** affiliate, or
2 | b. using the DL code under an agreement with Delta that is not a prorate agreement.
- 3 | 39. “Category B operation” means the operation of a flight segment by a domestic air carrier:
4 | a. that:
5 | ~~1) controls an affiliate of Alaska, or~~
6 | ~~2) is controlled by Alaska whether directly or indirectly through the control of other~~
7 | ~~entities, or~~
8 | ~~3) is under common control with Alaska, or~~
9 | ~~4) operates such flight segment under any of the AS code(s) under an agreement with~~
10 | Alaska, other than a prorate agreement,
11 | and,
12 | b. that only operates:
13 | 1) aircraft that:
14 | a) are certificated for operation in the United States for 70 or fewer passenger
15 | seats, and
16 | b) have a maximum certificated gross takeoff weight in the United States of
17 | 85,000 or fewer pounds; and/or
18 | 2) Bombardier Q-400 aircraft (under the terms and conditions of the Alaska Pilot
19 | Working Agreement).
- 20 | 40. “Category C operation” means the operation of a flight segment (other than a category B
21 | operation) by a Delta Connection Carrier under the DL code pursuant to a prorate
22 | agreement with Delta.
- 23 | 41. “Category freeze” means a period of time
24 | a. that is determined under **Section 22 G.**,
25 | b. that commences on the date of a pilot’s award of an AE or VD for which qualification
26 | training is required or on an entry level pilot’s date of employment with the Company
27 | as a pilot, and
28 | c. during which the pilot will (unless declared eligible by the Company) be ineligible to
29 | be awarded another AE with an earliest conversion date falling within the freeze
30 | period (other than to a new or reestablished category) for which qualification training
31 | is required.
- 32 | 42. “Circumstance over which the Company does not have control,” for the purposes of
33 | **Section 1**, means a circumstance that includes, but is not limited to, a natural disaster;
34 | labor dispute; grounding of a substantial number of the Company’s aircraft by a
35 | government agency; reduction in flying operations because of a decrease in available fuel
36 | supply or other critical materials due to either governmental action or commercial
37 | suppliers being unable to provide sufficient fuel or other critical materials for the
38 | Company’s operations; revocation of the Company’s operating certificate(s); war
39 | emergency; owner’s delay in delivery of aircraft scheduled for delivery; manufacturer’s
40 | delay in delivery of new aircraft scheduled for delivery. The term “circumstance over
41 | which the Company does not have control” will not include the price of fuel or other
42 | supplies, the price of aircraft, the state of the economy, the financial state of the
43 | Company, or the relative profitability or unprofitability of the Company’s then-current
44 | operations.
- 45 | 43. “Code” means the unique two-character designator code assigned to an airline by the
46 | International Air Transport Association (IATA). If IATA assigns or has assigned more

Section 2 – Definitions and Glossary

- 1 than one designator code for use by Delta, Alaska, or Hawaiian or by a subsidiary of
2 Delta or Alaska then such additional designator code(s) will be included within the DL
3 code, AS code, or HA code, respectively.
- 4 44. “Company” means Delta Air Lines, Inc.
- 5 | 45. **“Company affiliate” means an affiliate of the Company.**
- 6 46. “Company flying” means all flying reserved under *Section 1 C*. for performance by
7 pilots.
- 8 47. “Composite hourly rate” means the basic hourly rate of pay set forth in the pay tables of
9 *Section 3* for each aircraft model, status and longevity step, computed with the traditional
10 factors of speed, mileage and gross weight taken into account.
- 11 48. “Contingent displacement” means a displacement from a pilot’s new category that is
12 caused by his displacement into that category.
- 13 49. “Contingent vacancy” means a vacancy in a pilot’s former category that is caused by his
14 award to a different category pursuant to an advance entitlement.
- 15 50. “Continuing qualification training” (CQ) means training necessary to maintain position
16 qualification under FAR 121.427 and the Company’s advanced qualification program
17 (AQP) standards.
- 18 51. “Continuous training” means the combination of:
19 a. training, and
20 b. associated periods of interruption of training of three consecutive days or less.
- 21 52. “Control” for the purposes of *Section 1*, will exist by entity A over entity B, only if A,
22 whether directly or indirectly through the control of other entities:
23 a. owns securities that constitute and/or are exchangeable into, exercisable for or
24 convertible into more than:
25 1) 30 percent (49 percent with respect to the Company’s interest in a foreign air
26 carrier) of B’s outstanding common stock, or if stock in addition to common stock
27 has voting power, then
28 2) 30 percent (49 percent with respect to the Company’s interest in a foreign air
29 carrier) of the voting power of all outstanding securities of B entitled to vote
30 generally for the election of members of B’s Board of Directors or similar
31 governing body, or
32 b. has the power or right to manage or direct the management of all or substantially all
33 of B’s air carrier operations, or
34 c. has the power or right to designate or provide all or substantially all of B’s officers, or
35 d. has the power or right to provide a majority of the following management services for
36 B: capacity planning, financial planning, strategic planning, market planning,
37 marketing and sales, technical operations, flight operations, and human resources
38 activities, or
39 e. has the power or right to appoint or elect or prevent the appointment or election of a
40 majority of B’s Board of Directors, or other governing body having substantially the
41 powers and duties of a Board of Directors, or
42 f. has the power or right to appoint or elect or to prevent the appointment or election of
43 a minority of B’s Board of Directors or similar governing body, but only if such
44 minority has the power or right to appoint or remove B’s Chief Executive Officer, or
45 President, or Chief Operating Officer, or the majority membership of the Executive

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- 1 Committee or similar committee on B's Board of Directors, or the majority
2 membership of at least one-half of B's Board committees.
- 3 53. "Conversion date" means the date on which the award or assignment of a pilot to a
4 different category becomes effective.
- 5 54. "Co-terminal" means the following airport combinations:
6 a. DCA/IAD
7 b. DFW/DAL
8 c. IAH/HOU
9 d. JFK/EWR/LGA
10 e. LAX/BUR/LGB/ONT/SNA
11 f. MIA/FLL
12 g. ORD/MDW
13 h. SFO/OAK/SJC
- 14 55. "CQ eligibility period" means a series of three consecutive calendar months in which a
15 pilot is eligible for CQ training.
16 a. "CQ early month" means the first calendar month in a pilot's CQ eligibility period.
17 b. "CQ base month" means the second calendar month in a pilot's CQ eligibility period.
18 c. "CQ grace month" means the third calendar month in a pilot's CQ eligibility period.
- 19 56. "CQ golden days" means a block of five consecutive days during which a pilot will not
20 be scheduled for CQ.
- 21 57. "Credit" means the time attributed to a pilot for PWA flight time limitations purposes.
- 22 58. "Credited reserve on-call day" (CROC day) means a day on which a reserve pilot:
23 a. is on a rotation,
24 b. receives pay and credit under *Section 4 H.*,
25 c. is on airport standby duty, or
26 d. is on sick leave on an on-call day.
- 27 59. "D&S Plan" means the Delta Pilots Disability and Survivorship Plan, as Amended and
28 Restated, Effective July 1, 1996, as amended. ~~On and after the merger of the NWA LTD~~
29 ~~Plan into the D&S Plan on October 30, 2008, under *Section 26 Q. 8.*, a~~ reference in the
30 PWA to the D&S Plan will exclude the NWA LTD Plan unless such reference in the
31 PWA states otherwise.
- 32 60. "D&S Plan participant" means a person who is receiving or is entitled to receive benefits
33 under the D&S Plan.
- 34 61. "Date of furlough" means the date on which a pilot's furlough begins.
- 35 62. "Date of recall" means the date a pilot is scheduled to report to duty in conjunction with a
36 recall.
- 37 63. "Day" means calendar day.
- 38 64. "DBMS" means a computerized crew scheduling system operated by Flight Operations.
- 39 65. "DC Plan" means the Delta Pilots Defined Contribution Plan, as Amended and Restated
40 Effective January 1, 2009, as amended.
- 41 66. "DC Plan participant" means a person who is receiving or is entitled to receive benefits
42 under the DC Plan.
- 43 67. "Deadhead" means the surface or air transportation of a pilot between airports at the
44 instruction of the Company.
45 Exception one: Surface transportation to or from an airport for the sole purpose of
46 lodging is not a deadhead.

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- Exception two: Travel to and from training is not a deadhead.
68. “Delta” means the Company.
69. “Delta Connection Carrier” means a domestic air carrier that conducts flying under **Section 1 D.**
70. “Delta Connection flying” means flying conducted by a Delta Connection Carrier for the Company.
71. “Delta Health Plan” means the non-collectively bargained medical and dental plan offered to flight attendants and ground employees and to retirees until age 65 (including HMOs, if applicable, and the no coverage option).
72. “Delta hub” means ATL, CVG, **DTW, JFK, LAX, LGA, MEM, MSP, SLC, MSP,** ~~DTW, MEM~~ and any other airport having a monthly average of at least 100 Delta scheduled flight departures per day.
Exception: SEA is not a Delta hub, regardless of the number of scheduled flight departures.
73. “Delta Pilots’ Medical Plan” (DPMP) means the collectively bargained medical and dental plan available to pilots, **13 B. 3. pilots**, and pilot retirees under **Section 25. The DPMP offers the options enumerated in Section 25 G. 1.**
74. “Delta Pilots’ Retirement Plan” means the Delta Pilots Retirement Plan as Amended and Restated, Effective July 1, 1996, as amended.
75. “Delta Pilots’ Savings Plan” or “DPSP” means the Delta Pilots Savings Plan, effective January 1, 2009~~8~~.
76. ~~“Company Director – Health Services” (DHS)~~, means an Aviation Medical Examiner designated ~~annually~~ by the Company to conduct the medical review of a pilot under **Section 14 G. 3. and Section 15 B.** If the designated DHS becomes unavailable, the Company will promptly designate another Aviation Medical Examiner as the DHS.
77. “Disability status,” “disability,” or “disablement” means being eligible for and receiving disability benefits from the D&S Plan.
Note one: A 13. B. 3. pilot is considered in disability status, disability or disablement until cessation of disability benefits, retirement or termination.
Note two: A pilot (or 13 B. 3. pilot) who has reached the maximum period of disability under the D&S Plan for psychiatric conditions, alcoholism, and/or drug abuse is not on disability status, disability or disablement after the end of that period of disability.
Exception: This definition does not apply to a NWA disabled pilot.
78. “Displacement” means an award (voluntary displacement or VD) or assignment (mandatory displacement or MD) that is anticipated to become effective on a later conversion date to eliminate a surplus from a category.
79. “Distributed training” means training that is accomplished without a classroom, instructor in a classroom, flight training device, flight simulator or airplane. Distributed training includes training material the Company requires a pilot to complete that cannot be completed in conjunction with the normal course of preparing for flight. Examples of informational materials that are not distributed training include, but are not limited to, manuals updates (e.g., updates to FOM, Operations Manual 1 and 2, QRH, FCTM, Airway Manual), flight crew bulletins and flight operations bulletins.
80. “DL” means:
a. Delta,

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- b. its affiliates, and
 - c. any other carrier to the extent of its category A operations of flight segments using the DL code.
81. “Doctor” means a medical professional who holds one of the following degrees:
- a. M.D.,
 - b. D.O.,
 - c. D.D.S., ~~or~~
 - d. D.C.,
 - e. D.M.D., or
 - f. D.P.M.
82. **“Doctor’s certificate” means written verification from a doctor indicating in general terms the nature of a pilot’s sickness.**
83. “Domestic air carrier” means an “air carrier” as defined in 49 U.S.C. Section 40102(a)(2) **holding an air carrier certificate issued by the Administrator of the FAA under 14 C.F.R. Section 119.5.**
84. “Domestic category pilot” means a regular or reserve pilot who is not an international category pilot.
85. “Domestic operation” means a flight segment to and from an airport, or between airports, located inside the contiguous 48 states of the United States, **or a flight segment between an airport located in the Mainland United States and either Alaska or Canada.**
86. “Domestic per diem” means the hourly meal allowance for time away from base that is applicable to a pilot while engaged in domestic operations.
- Note: See *Section 11 I. 3.* (travel to training) and *Section 23 P. 8.* (out-of-base white slips).
87. “DPMA” means Delta Pilots Mutual Aid.
88. “DPMA disability benefit” means the optional supplemental disability benefit payable by DPMA to an eligible DPMA participant.
89. “DPMA dues” means the dollar amount of dues charged by DPMA for membership in DPMA.
90. “DPMA equivalent disability benefit” means the optional supplemental disability benefit ~~payable to a former NWA pilot who is eligible for and elects coverage under~~ **described in Section 26 Q. 43. b.**
- ~~87. “DPMP Option N” means the medical and dental benefit option offered under the DPMP effective January 1, 2010 that is equivalent to the NWA Health Plan as it existed on January 1, 2008 (other than the basis for calculating the total projected costs).–~~
91. “DPSP participant” means a person who is receiving or is entitled to receive benefits under the DPSP.
92. “Duty period” means the elapsed time from report to release (for a break-in-duty).
93. “Earned vacation” means the vacation time (i.e., the number of weeks or days) a pilot is entitled to use in a vacation year.
94. “Earnings” means, for the purposes of a retirement or welfare benefit plan under *Section 26*, the amount of a participant’s remuneration that forms the basis for contributions or benefits under that plan.
95. “EASK” means equivalent available seat kilometers, a measurement of capacity adjusted for an aircraft’s seat density and cargo capacity, as defined and calculated in the AF/KL/AZ JV agreement.

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- 1 96. "Eligible family member," for the purposes of *Section 6*, means:
- 2 a. a relative who:
- 3 1) resides in an eligible pilot's household,
- 4 2) is dependent on the pilot for livelihood, and
- 5 3) is claimed on the pilot's federal tax return as a dependent.
- 6 b. an eligible pilot's spouse (including a person who is a domestic partner under the
- 7 Delta Domestic Partner Program).
- 8 97. "Eligible family member," for the purposes of *Section 25*, means eligible family member
- 9 as defined in the DPMP. **An eligible family member is not eligible for the DPMP or**
- 10 **Delta Health Plan upon reaching Medicare eligibility age.**
- 11 98. "Eligible move" means the actual movement of all of an eligible pilot's household goods
- 12 and personal effects from his former permanent residence to, and the establishment of,
- 13 his new permanent residence at, a location that is:
- 14 a. within the United States, and
- 15 b. more than 50 straight line statute miles from:
- 16 1) his former permanent residence, and
- 17 2) the greater metropolitan area of his former base, as described in the then most
- 18 recently published U.S. Census Bureau Metropolitan Areas Definition (See
- 19 www.census.gov/population/www/estimates/metrodef.html).
- 20 Exception: An eligible move will not include a move by a pilot whose permanent
- 21 residence, on the award date of his related conversion or the date of his recall from
- 22 furlough, is located in, or located within 50 miles of, the greater metropolitan area of his
- 23 new base.
- 24 99. "Eligible pilot" for the purposes of *Section 6*, means a pilot who intends to complete or
- 25 completes an eligible move and:
- 26 a. converts into a position at another base via an MD or VD, or
- 27 b. converts into a position at a new or re-established base within 12 months of the first
- 28 pilot conversion at such base, or
- 29 c. transfers from a closed base within the 12 months preceding the base closing, or
- 30 d. is recalled from furlough to a base other than his furlough base, or
- 31 e. otherwise transfers to a base at Company request,
- 32 f. provided:
- 33 1) he actually moves his household goods and personal effects to a new permanent
- 34 residence that is within a 125 straight-line statute mile radius of the airfield
- 35 reference point at his new base, and
- 36 2) his current permanent residence is not within such radius, and
- 37 3) he actually establishes his home at his new permanent residence, and
- 38 4) his new permanent residence is at least 50 straight-line statute miles closer to the
- 39 airfield reference point at his new base than is the permanent residence address
- 40 from which he is relocating, and
- 41 5) he agrees to repay the Company for such relocation benefits if, within 24 months
- 42 of the conversion that entitled him to receive such relocation benefit, he:
- 43 a) converts into a position at another base as the result of an advance entitlement,
- 44 or
- 45 b) relocates to another permanent residence outside such radius, without
- 46 changing bases.

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- 1 100. “Employment year” means a one-year period beginning on a pilot’s employment
2 anniversary date.
- 3 101. “Entity” means a natural person, corporation, association, partnership, trust or any other
4 form for conducting business, and any combination or concert of any of the foregoing.
- 5 102. “Entry level pilot” means a pilot who has not completed his initial OE at the Company.
- 6 103. “Entry level position” means any position listed in **Section 22 B**.
- 7 104. “Evaluation” means a check of a pilot’s performance and/or proficiency pursuant to an
8 FAR or as part of the Company’s training including its Advanced Qualification Program
9 (AQP).
- 10 105. “FAA” means the Federal Aviation Administration.
- 11 106. “FAA mandatory retirement age” means the latest age under Part 121 of the FARs
12 or other applicable statutes that a pilot can serve as a PIC or SIC.
- 13 107. “FARs” means the Federal Aviation Regulations.
- 14 108. “First Officer” means a pilot who is second in command and who is to assist or relieve
15 the captain in the manipulation of the flight controls of an aircraft while under way,
16 including takeoff and landing of such aircraft; who is properly qualified to serve as and
17 holds currently effective airman’s certificates authorizing him to serve as such First
18 Officer.
- 19 109. “Five Member Board” means the System Board of Adjustment when comprised of two
20 members appointed by the Company, two members appointed by the Association, and a
21 neutral member selected by the parties, to decide a specific dispute.
- 22 110. **“Fleet” means aircraft in service, undergoing maintenance, and operational spares.**
- 23 111. “Flight segment”, for the purposes of **Section 1**, means the operation of an aircraft with
24 one takeoff and one landing.
- 25 112. “Flight time” means:
26 a. actual block time on a functional check flight and a verification flight segment(s), and
27 b. for all other flying, the greater of actual or scheduled block time on a flight
28 segment(s).
- 29 113. “Flying,” “flown,” “flies,” and “fly,” for purposes of **Sections 4, 12, and 23**, means:
30 a. operation of a flight as a cockpit crewmember, and/or
31 b. a deadhead by air.
- 32 114. “FMLA leave” means a leave of absence described in **Section 13 H**.
- 33 115. “Foreign air carrier” means ~~an~~ **“foreign air carrier” as defined in 49 U.S.C. Section**
34 **40102(a)(21) other than a domestic air carrier.**
- 35 116. “Foreign pilot base” means a base located outside the boundaries of the contiguous 48
36 states of the United States.
- 37 117. “Former NWA pilot” means a pilot who was an employee of NWA and whose name
38 appeared on the NWA seniority list on the day preceding October 30, 2008.
- 39 118. “Four Member Board” means the System Board of Adjustment when comprised of two
40 members appointed by the Company and two members appointed by the Association, to
41 decide a specific dispute.
- 42 119. “Fragmentation transaction” means a transaction (other than a successor transaction) in
43 which the Company or ~~an~~ **Company** affiliate (other than ~~an~~ **Company** affiliate
44 performing flying only on permitted aircraft types) disposes of aircraft, route authority or
45 slots (net of aircraft, route authority or slots acquired within the 12 month period
46 preceding such transaction or acquired in a related transaction), which produced 12% or

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- more of the operating revenue, block hours or available seat miles of the Company **or Company affiliates** (excluding revenue, block hours or available seat miles of **Company affiliates** performing flying only on permitted aircraft types) during the 12 months immediately prior to the date of the agreement resulting in the fragmentation transaction.
120. “Full service bank” or bank means an individual account maintained in DBMS for each pilot into which he may deposit and from which he may withdraw or borrow credit on a minute basis.
121. “Functional check flight” (FCF) means flying that involves the planned use of abnormal or “special” checklists and/or determinations of the airworthiness of major system items or troubleshooting.
122. “Furlough base” means the base to which a pilot was assigned on his date of furlough.
123. “Green slip” (GS) means a request by a pilot to be assigned same-day/next-day open time that may generate premium pay:
- a. on his regular line days-off,
 - b. on his reserve line X-day(s),
 - c. on reserve line on-call days, while on long-call, with less than 12 hours notice, or
 - d. on his remaining reserve line on-call days in the current bid period after he has accumulated credit equivalent to the ALV in such bid period.
124. “Green slip with conflict” (GSWC) means a request by a regular pilot to be assigned same-day/next-day open time that may generate premium pay, and:
- a. overlaps a scheduled rotation(s) remaining to be flown, or
 - b. creates an FAR or PWA conflict with a scheduled rotation(s) remaining to be flown.
125. **“Hard non-fly day” means a non-fly day on which a pilot may not be inversely assigned to a rotation (e.g., vacation, APD day, reserve PD day, ALPA, legal duty, MLOA, or golden X-day).**
126. “Hawaiian” or “HA” means Hawaiian Airlines, Inc.
127. “Hawaiian marketing agreement” means the document titled “Marketing Agreement” signed on June 11, 2007 by Delta and Hawaiian as from time to time amended.
128. “Hearing officer” means a Company-designated senior operating official.
129. “HMO above composite premium” means the amount charged by an HMO in excess of the composite amount the Company contributes to the cost of the Delta Health Plan (other than an HMO).
130. “Hub to hub” means a flight segment between a Delta hub and an Alaska hub.
131. “Inactive NWA pilot” means a former NWA pilot who on October 30, 2008 was not in active payroll status, including but not limited to furlough, military leave exceeding 30 consecutive days, personal leave, family leave, medical leave, maternity leave or disciplinary suspension **and has not returned to active payroll status as described in Section 25 V. 4. c.:**
- ~~Note one: A former NWA pilot on union leave is not an inactive NWA pilot.~~
- ~~Note two: A NWA disabled pilot is not an inactive NWA pilot.~~
132. “Inactive payroll status” means the status of a pilot who is furloughed, receiving benefits under the D&S Plan, military leave that exceeds 30 consecutive days, medical leave, personal leave (**other than known personal leave**), FMLA leave, maternity leave, or a pilot on a disciplinary suspension.
133. “Industry standard interline agreement” means an agreement or other arrangement between or among two or more carriers, such as the International Air Transport

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- Association’s “multilateral interline traffic agreements”, or an “interline ticket and baggage agreement”, establishing rights and obligations relating to the acceptance and accommodation of interline passengers and shipments.
134. “Initial training” means training necessary to create an equipment and status qualification.
135. “Interim period” means the period between the closing date of the corporate transaction pursuant to which the Company or any **Company** affiliate acquires control of the acquired airline (the “closing date”) and the later of the effective date of an integrated seniority list or the effective date of a single collective bargaining agreement covering the pilots and airmen involved.
136. “International category pilot” means a regular or reserve pilot holding a position for which qualification for trans-oceanic navigation procedures is required.
137. “International operation” means a flight segment to or from an airport, or between airports, located outside the contiguous 48 states of the United States.
Exception: A flight segment ~~between to or from~~ an airport located in **the Mainland United States and either** Canada or Alaska will not be considered an international operation.
138. “International partner flying” means flying performed by any foreign air carrier (which is not an **Company** affiliate):
- under or utilizing a designator code, trade name, brand, logo, trademarks, service marks, aircraft livery or aircraft paint scheme currently or in the future utilized by the Company or any **Company** affiliate, and/or
 - on aircraft on which the Company or any **Company** affiliate has purchased or reserved blocked space or blocked seats for sale or resale to customers of the Company or any **Company** affiliate.
139. “International pay” means an hourly pay premium paid to a pilot for flight time flown in an international operation.
140. “International per diem” means the hourly meal allowance for time away from base that is applicable to a pilot while engaged in international operations.
Note: An international category pilot assigned to training away from base will receive domestic per diem.
141. “International small-category” means an international category containing fewer than 1500 scheduled credit hours in a bid period.
142. “Intra-theatre flying” means a flight segment(s) flown by international category pilots between airports located outside the contiguous 48 states of the United States.
Exception: An ocean crossing flight segment is not intra-theatre flying.
143. “Inverse assignment” (IA) means the assignment of open time in inverse seniority order under **Section 23 N. or O.**
Exception: An assignment to a reserve pilot who is among a group of reserve pilots **in the same whose RAW values are equal grouping** under **Section 23 A. 35X.** is not an IA.
144. “Inverse assignment with conflict” (IAWC) means an IA that:
- overlaps a scheduled rotation(s) remaining to be flown, or
 - creates an FAR or PWA conflict with a scheduled rotation(s) remaining to be flown.
145. “Irregular operations” (IROPS) means an event(s) in the system (e.g., sickness, fatigue or no-show of another pilot, weather, mechanical, aircraft type substitution, substitution of one aircraft model for another aircraft model on which the pilot is not qualified,

- diversion, cancellation, overflight, misconnect, application of the FARs) that causes a pilot to be removed from his scheduled rotation or portion thereof.
146. “KL” or “KLM” means Koninklijke Luchtvaart Maatschappij N.V.
147. **“Known absence” means a period of unavailability in a subsequent bid period for which a pilot is scheduled prior to initial line awards for such bid period (e.g., training, vacation, sick, MLOA, ALPA duty) during which a pilot may not be awarded a rotation(s) or on-call day(s).**
148. ~~“Scheduled Known~~ accident leave” means accident leave in the subsequent bid period that is known by the pilot ~~and reported to the Company~~ before the date for the close of line bidding for such bid period as specified in *Section 23 B*.
149. **“Known personal leave” means a period of unpaid personal leave that is made available by the Company and awarded to pilots in a category, in seniority order, under Section 13 J. 2., during which a pilot will remain on active payroll status.**
150. ~~“Scheduled Known~~ sick leave” means sick leave in the subsequent bid period that is known by the pilot ~~and reported to the Company~~ before the date for the close of line bidding for such bid period as specified in *Section 23 B*.
151. **“Legal duty” means participation by a pilot in a legal proceeding as:**
- a. a juror, or
 - b. a subpoenaed witness in:
 - 1) criminal litigation, or
 - 2) legal or administrative proceedings arising out of his employment with the Company.
- Exception: Participation in proceedings under Section 1, 16, 18, 19, or 27 is not legal duty.**
152. “Line” means a pilot’s bid period schedule.
- a. “Initial line” means the line awarded/assigned to a pilot via PBS or DBMS.
 - b. “Adjusted line” means a pilot’s initial line as modified by the line adjustment process.
 - c. “Regular line” means a line composed of training, vacation, leaves, rotations and/or days-off.
 - d. “Reserve line” means a line composed of training, vacation, leaves, reserve on-call days and X-days.
 - e. “Blank regular line” means a regular line that is constructed without rotations.
 - f. “Specially created reserve line” means a reserve line that was not awarded/assigned in the initial line awards.
 - g. **“Reduced lower limit line” (RLL) means a regular line with a value that is less than the lower limit of his LCW that is constructed upon request to a pilot who cannot be awarded a regular line within his LCW.**
153. “Line adjustment” means the process by which the Company removes a rotation(s) from a regular pilot’s line for the next bid period, which would otherwise create an FAR and/or PWA conflict(s).
154. “Line check pilot” (LCP) means a pilot who is:
- a. selected by the Company and designated by the FAA, and
 - b. authorized to administer evaluations during line operations.
155. “Line construction window” (LCW) means a range of hours that is seven and one half hours above and below the ALV for each position in each bid period. The LCW will not

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- 1 extend below 65 hours without mutual agreement between the Director - Crew Resources
2 and the MEC Scheduling Committee Chairman.
- 3 156. "Line guarantee" means a line holder's minimum pay and credit entitlement in a bid
4 period.
- 5 157. "Longevity" means all time beginning at date of employment as a pilot, and ending at
6 termination of employment as a pilot, retirement as a pilot, or death.
7 Exception one: For purposes of vacation, sick leave and pass benefits, the longevity of a
8 pilot who transferred from another Company department will begin on his most recent
9 date of employment with the Company.
10 Exception two: Longevity (including vacation and sick leave) does not include periods
11 during which a pilot remains on furlough due to his decision to bypass recall.
12 Exception three: On October 30, 2008, a former NWA pilot will receive longevity credit
13 as it existed at Northwest immediately prior to October 30, 2008 in addition to longevity
14 credit for any periods of furlough that occurred on or after July 31, 1992 (excluding any
15 periods of furlough bypass).
- 16 158. "Low-time pilot" means a:
17 a. Captain or First Officer who has not flown (excluding deadhead) 75 hours of block
18 time as a Captain or First Officer in his aircraft type, or
19 b. Captain or First officer on a MAC who, when the block hours he has flown on his
20 aircraft type are added to the block hours of the other pilot(s), the sum does not
21 satisfy the Department of Defense 250 hour combined total line operating experience
22 requirement.
- 23 159. "Mainland United States", for the purposes of *Section 1*, means the contiguous 48 states
24 of the United States.
- 25 160. **"Malaria endemic destination" (MED) means a destination that Flight Operations,**
26 **in consultation with the International Flying Optimization Team (IFOT), has**
27 **recommended that employees use a malaria chemoprophylaxis regimen when**
28 **visiting as a crew member. Rotations to a MED will be designated in the bid**
29 **package and on the pilot's rotation and a DBMS popup will remind a pilot assigned**
30 **or awarded a rotation to a MED.**
- 31 161. "Material change" means an amendment to the Alaska marketing agreement or the
32 Hawaiian marketing agreement that:
33 a. affects the codeshare or prorate terms or conditions of the Alaska marketing
34 agreement or the Hawaiian marketing agreement and,
35 b. has or would have an adverse material economic impact on:
36 1) the structure or benefits of the Alaska marketing agreement or the Hawaiian
37 marketing agreement to Delta, or
38 2) a substantial number of the Delta pilots.
- 39 162. **"Medicare disabled" means becoming eligible for Medicare benefits for a reason**
40 **other than attainment of Medicare eligibility age.**
- 41 163. **"Medicare eligibility age" means the age at which an individual may apply for**
42 **hospital insurance benefits under part A of Medicare as set forth in 42 U.S.C.**
43 **426(a)(1).**
- 44 ~~148. "Merger agreement" means the agreement between Delta Air Lines, Inc. and Northwest~~
45 ~~Airlines Corporation, described in the Transaction Framework Agreement, dated as of~~
46 ~~April 14, 2008, by Delta Air Lines, Inc and the Air Line Pilots Association, International.~~

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- 1 164. "Military Airlift Charter" (MAC) means all flight operations conducted as a charter under
2 an agreement between the Company and the Department of Defense or any branch of the
3 United States Armed Services, except for Civil Reserve Air Fleet operations. A rotation
4 that includes MAC operations will be identified with a distinct designator for PBS/PCS
5 and cannot be awarded to a pilot who has not completed his OE.
- 6 165. "Month," for the purposes of *Section 1*, means calendar month.
- 7 166. "New or reestablished category" means, for the purposes of *Section 22*, a category that
8 has not been in existence for 60 days since the date of the first opportunity for the first
9 conversion.
- 10 167. **"New small narrowbody aircraft" means a B-717 or an A-319 aircraft that is not in**
11 **the Company's fleet as of [DOS].**
- 12 168. "Non-consolidated pilot" means a pilot who has not completed consolidation
13 requirements as set forth in the FARs (currently Section 121.434(g) or a pilot who has
14 flown (excluding deadhead) less than 100 block hours, including OE, in his aircraft type).
- 15 169. **"Non-fly day" means a day on which a pilot:**
16 **a. does not perform flying for the Company,**
17 **b. is not scheduled to perform flying for the Company,**
18 **c. does not participate in training, other than distributed training (including travel**
19 **days),**
20 **d. does not perform an SLI duty period (including a flex day),**
21 **e. is not on Company business,**
22 **f. is not removed from his scheduled rotation for the convenience of the Company,**
23 **or**
24 **g. is not on long call or short call.**
- 25 170. "Non-scheduled flight" means a publicity flight, contract flight, charter flight not shown
26 on a regular line, scenic flight, attempt, rerouted flight, ferry flight, functional check
27 flight, verification flight, proving run, experimental flight and airway aid test flight.
- 28 171. "Non-seniority list instructor" (NSLI) means an instructor who is:
29 a. not on the seniority list, or
30 b. currently receiving long term disability benefits under the D&S Plan (including the
31 NWA LTD Plan).
- 32 172. "Northwest" means Northwest Airlines, Inc.
- 33 ~~155. "NW" means:~~
34 ~~a. Northwest,~~
35 ~~b. an affiliate of Northwest as of the day preceding October 30, 2008 to the extent it~~
36 ~~remains an affiliate after October 30, 2008, and~~
37 ~~c. any other carrier to the extent of its operations of flight segments for Northwest under~~
38 ~~other than a prorate agreement.~~
- 39 173. "NWA" means Northwest Airlines, Inc.
- 40 174. "NWA CBA" means the terminated NWA pilots' collective bargaining agreement that
41 was in effect on the day preceding October 30, 2008.
- 42 175. "NWA disabled pilot" means a former NWA pilot whose disabling condition
43 arose prior to October 30, 2008 and either (a) is eligible for and receiving
44 disability benefits from either the NWA Pension Plan or the NWA LTD Plan ~~on~~
45 ~~or after October 30, 2008,~~ or (b) **is a pilot who** was eligible for and receiving
46 disability benefits from the NWA Pension Plan until he attained age 60 ~~during the~~

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~~period from on or after December 13, 2007 through October 30, 2008 whether or not he commenced normal retirement benefits at age 60 or older from the NWA Pension Plan or the NWA Excess Plan. A former NWA pilot who is on NWA sick leave on October 30, 2008 is considered a NWA disabled pilot while he remains on NWA sick leave after October 30, 2008.~~

176. "NWA Excess Plan" means the Northwest Airlines Pension Excess Plan for Pilot Employees as **amended** ~~established and maintained the day prior to October 30, 2008 under the governing documentation in effect at that date, including, without limitation, the Plan Statement as amended, and all applicable letters of agreement between NWA and the Association.~~

~~160. "NWA Health Plan" as of any date means the plan providing medical and dental benefits that is in effect under the NWA CBA.~~

177. "NWA LTD Plan" means the Northwest Airlines LTD Plan for Pilot Employees as **incorporated in the D&S plan.** ~~established and maintained the day prior to October 30, 2008 under the governing documentation in effect at that date, including, without limitation, the Plan Statement as amended, the related VEBA (until the time the related VEBA is terminated under *Section 26 Q. 8.*), and all applicable letters of agreement between NWA and the Association.~~

~~Exception: Effective on October 30, 2008, the 18-month rule under Section 22 D. 3. of the NWA CBA will no longer apply.~~

178. "NWA MP3" means the Northwest Airlines Money Purchase Plan for Pilot Employees as **incorporated in the DC Plan.** ~~established and maintained the day prior to October 30, 2008 under the governing documentation in effect at that date, including, without limitation, the Plan Statement as amended, the related trust, Letter of Agreement 2007-11 between NWA and the Association and any other applicable letters of agreement between NWA and the Association, the final term sheets and addenda dated December 7, 2007, but only to the extent such documents relate to the Northwest Airlines Money Purchase Plan for Pilot Employees and subject to the changes and amendments described in *Section 26 R. 3.*~~

179. "NWA Pension Plan" means the Northwest Airlines Pension Plan for Pilot Employees as **amended** ~~established and maintained the day prior to October 30, 2008 under the governing documentation in effect at that date, including, without limitation, the Plan Statement as amended, the related trust, and all applicable letters of agreement between NWA and the Association.~~

~~Exception: Effective on October 30, 2008, the 18-month rule under Section 22 D.3. of the NWA CBA will no longer apply.~~

~~164. "NWA RSP" means the Northwest Airlines Retirement Savings Plan for Pilot Employees as established and maintained the day prior to October 30, 2008 under the governing documentation in effect at that date, including, without limitation, the Plan Statement as amended, the related trust, and all applicable letters of agreement between NWA and the Association and subject to the changes and amendments described in *Section 26 R. 2.*~~

180. "NWA seniority list" means the NWA integrated pilots' system seniority list.

181. "NWA sick leave bank" means the accumulated sick leave hours of a former NWA pilot under the NWA CBA as of the day preceding October 30, 2008 (or, in the case of a NWA disabled pilot or inactive NWA pilot, as of the day preceding the applicable date under *Section 14 D. 1. d. and e. O. 1. Exceptions one through three*).

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- 1 182. “Ocean crossing” means a flight segment:
2 a. across the Atlantic Ocean, or
3 b. across the Pacific Ocean, as follows:
4 1) between the North American continent and the Hawaiian Islands,
5 2) between the Hawaiian Islands and any point west of the 160 degree meridian,
6 3) between the North American continent and a point west of the 160 degree
7 meridian,
8 4) between a Pacific Rim airport and Australia and/or New Zealand,
9 or,
10 c. to or from an airport in South America, as follows:
11 1) between the United States and any point further south of the equator than 3
12 degrees, 30 minutes south latitude on the South American continent, and
13 2) any flight segment scheduled for greater than eight hours to, within or from the
14 South American continent,
15 or,
16 d. to or from an airport in Europe that crosses latitude 36°N. and/or longitude 45°E.,
17 or,
18 e. to or from an airport in Africa, as follows:
19 1) between the United States and any point on the African continent, and
20 2) any flight segment scheduled for greater than eight hours to, within or from the
21 African continent,
22 or,
23 f. to or from an airport in Asia on a flight segment scheduled for greater than eight
24 hours to, within or from the Asian continent,
25 or,
26 g. across the Arctic Ocean, between the North American continent and the Asian
27 continent.
- 28 183. “OE shadow period” means a period of unavailability that is applied to a pilot’s line prior
29 to initial line awards under **Section 11 F. 8.**, during which an award of a rotation(s) or on-
30 call day(s) will be for pay purposes only. Any such rotation(s) **or on-call day(s)** will
31 remain available to be awarded to another pilot in PBS.
- 32 184. “Off-line deadhead” means travel on **a Delta Connection Carrier in category C**
33 **operations (i.e., pursuant to a prorate agreement) or** any carrier other than Delta Air
34 Lines, Inc.
- 35 185. “Off-rotation deadhead” means travel initiated by a pilot, at the beginning or end of a
36 rotation, by means other than the scheduled deadhead segment.
- 37 186. **“On-line transportation” means travel on Delta Air Lines, Inc. and Delta**
38 **Connection Carriers in category A operations (i.e., not a prorate agreement).**
- 39 187. **“OOA” means Out-of-Area.**
- 40 188. “Open time” means a rotation(s) not awarded on a regular line in the initial line awards,
41 or that otherwise becomes available.
- 42 189. “Operating experience” (OE) means performing the duties of Captain or First Officer
43 under the supervision of an LCP under FAR 121.434 (c) and (f).
- 44 190. “Operational crewmember” means a pilot who operates the controls of the aircraft, assists
45 in the operation or control of the aircraft, and/or serves as a relief Captain, **or** relief First
46 Officer ~~or relief Second Officer.~~

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191. “Out-of-base pilot” means a pilot who holds the same position at another base.
192. “Over-age-60 conflict” means the pairing of pilots, on a rotation(s) that contains a scheduled takeoff or landing outside the United States, of:
- a. two over-age-60 pilots on a rotation not requiring an augmented crew.
 - b. three over-age-60 pilots on a rotation(s) containing a common, augmented flight segment requiring a relief pilot.
 - c. four over-age-60 pilots on a rotation(s) containing a common, augmented flight segment requiring a relief crew.
193. “Parent” means any entity that controls another entity.
194. “Permanent residence” means the home where a pilot physically resides on a permanent basis and at which he intends to remain. Evidence of a pilot’s permanent residence includes, but is not limited to, his DBMS residence address and residence address for Company benefits enrollment purposes.
195. “Permitted aircraft type” means:
- a. **an aircraft operated by Delta Private Jets as an affiliate of the Company (or a successor to Delta Private Jets that remains an affiliate of the Company), certificated in the United States for 19 or fewer passenger seats and with a maximum certificated gross takeoff weight in the United States of 65,000 or fewer pounds,**
Exception: Up to five aircraft certificated in the United States for 19 or fewer passenger seats may have a maximum certificated gross takeoff weight in the United States of 99,900 or fewer pounds,
and
 - b. a propeller-driven or turboprop aircraft certificated in the United States for ~~37~~⁷⁰ configured with 70 or fewer passenger seats and with a maximum certificated gross takeoff weight in the United States of ~~70~~³⁷,000 or fewer pounds, and
 - c. **one of up to nine aircraft operated under a prorate agreement with Chautauqua Airlines or Shuttle America Corporation, configured with 44 or fewer passenger seats and certificated in the United States with a maximum gross takeoff weight of 65,000 or fewer pounds, and**
 - ~~bd. an jet aircraft (other than the aircraft in Section 1 B. 40. a. – c.) certificated for operation in the United States for 50 or fewer passenger seats and with a maximum certificated gross takeoff weight in the United States of 65,000 or fewer pounds (“50-seat aircraft”), and~~
 - ~~ee. one of up to 255 jet~~¹⁰² aircraft configured with 51-70 passenger seats and certificated in the United States with a maximum gross takeoff weight of 86,000 pounds or less (“70-seat jets~~aircraft~~”), and
 - ~~df. one of up to 120 jet~~¹⁵³ aircraft configured with 71-76 passenger seats and certificated in the United States with a maximum gross takeoff weight of 86,000 pounds or less (“76-seat ~~aircraft~~^{jets}”). ~~The number of 76-seat jets may be increased above 120 by three 76-seat jets for each aircraft above the number of aircraft in the baseline fleet operated by the Company (in service, undergoing maintenance and operational spares) as of October 30, 2008. The baseline fleet number will be 440+N, in which N is the number of aircraft (in service, undergoing maintenance and operational spares but not including permitted aircraft types) added to the Company’s baseline fleet from NWA. The number and type of all aircraft in the~~

~~Company's fleet on October 30, 2008 will be provided to the Association. The number of 70-seat jets plus 76-seat jets permitted by **Section 1 B. 40.** may not exceed 255.~~

Exception one: If the Company establishes a fleet of new small narrowbody aircraft, the number of permitted 76-seat aircraft may increase on a one 76-seat aircraft for each one and one quarter new small narrowbody aircraft (1:1.25) ratio (rounded to the closest integer) up to a total of 223 76-seat aircraft. In the event more than 153 76-seat aircraft are in category A or C operations, then on January 1, 2014, and each succeeding January 1 thereafter, the Company will implement its plan to reduce the number of 50-seat aircraft in category A or C operations below **Y** (the number of 50-seat aircraft in category A or C operations as of **[DOS]**) rounded to the closest integer, as follows:

- 1) 2.7 50-seat aircraft for each of the first additional ten 76-seat aircraft (above 153),
- 2) 2.7 50-seat aircraft for each of the next additional ten 76-seat aircraft (above 163),
- 3) 2.8 50-seat aircraft for each of the next additional ten 76-seat aircraft (above 173),
- 4) 2.9 50-seat aircraft for each of the next additional ten 76-seat aircraft (above 183),
- 5) 3.0 50-seat aircraft for each of the next additional ten 76-seat aircraft (above 193).
- 6) 3.1 50-seat aircraft for each of the next additional ten 76-seat aircraft (above 203), and
- 7) 4.6 50-seat aircraft for each of the next additional ten 76-seat aircraft (above 213).

Note one: Upon the delivery of a 223rd 76-seat aircraft, the number of permitted 50-seat aircraft will be 125 regardless of the number otherwise provided in *Exception one*.

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

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

eg. once the number of permitted 76-seat jets-aircraft permitted under **Section 1 B. 40. f.** is engaged in category A or C operations, such number of aircraft need established, it will not be reduced, so long as the then-current limit on the total number of 50-seat aircraft specified in **Section 1 B. 40. f.** *Exception one* is satisfied.

Exception one: If a pilot on the seniority list with an employment date prior to September 1, 2001 [DOS] is placed on furlough, the Company will convert all 76-seat jets aircraft for operation as 70-seat jets aircraft. **The number of such aircraft will continue to be limited by Section 1 B. 40. f. as though they were being operated as 76-seat aircraft. The Company may again commence operating such aircraft as 76-seat aircraft effective on the date that the most junior pilot protected by the first sentence of this *Exception one* is recalled from furlough.**

Exception two: In the event the hiring or flow provisions of NWA LOA 2006-10 and or LOA #24 2006-14 cease to be available, either at the feeder carrier affiliate referenced in such LOAs or at another carrier, the number of jet-permitted 76-seat aircraft configured with 71-76 passenger seats specified in *Section 1 B. 40. fd.* will be reduced by 35 revert to 85.

fh. a carrier that operates any of the 70- or 76-seat aircraft jets not being operated as of November 1, 2004, may do so only if that carrier and the Company have agreed **that the carrier will make offers of employment to furloughed pilots before any other candidate for hire (subject to a furloughed pilots completing the hiring carrier's standard new-hire airman paper work, meeting the hiring carrier's standard new-hire airman hiring standards and medical qualifications, satisfying the hiring carrier's standard background checks, and successfully completing an interview). Such offers will be made in pilot seniority order.** to terms for a preferential hiring process for pilots furloughed by the Company (i.e., a pilot furloughed by the Company will be given preferential hiring at a Delta Connection Carrier if he completes all new hire paper work, meets all new hire airman and medical qualifications, satisfies background checks and successfully completes an interview). The Company will offer preferential interviews for employment to airmen employed by a Delta Connection Carrier that offers preferential hiring to such furloughed pilots, subject to the Company's objectives for diversity and experience among newly hired pilots, and subject to the Company's hiring obligations under the NWA CBA LOAs as they appear in LOA #9 (i.e., NWA LOA 2006-10, 2006-14, and 2008-01). A furloughed pilot hired by a Delta Connection Carrier operating any of the 70- or 76- seat jets not being operated as of November 1, 2004 will not be required to resign his Delta seniority number in order to be hired by such carrier. Preferential hiring rights at Delta Connection Carriers for pilots furloughed by the Company provided herein will be in addition to any **rights to be hired or to flow down rights that** such furloughed pilots may have pursuant to the NWA CBA LOAs as they appear in LOA #9 (i.e., NWA LOA 2006-10 and LOA #24, 2006-14, and 2008-01). These provisions of *Section 1 B. 40. h.* will apply to carriers that operate 70- or 76-seat jets aircraft for the Company as a result of a merger transaction no later than one year after the closing date.

i. **the Company will fill a minimum of 35% of the aggregate of all positions in Delta pilot new-hire classes in each trailing twelve-month period (to the extent airmen are available) with ALPA-represented airmen at Delta Connection Carriers, subject to such airmen meeting the Company's competitive hiring standards, and subject to the Company's objectives for diversity and experience**

- among newly hired pilots. Airmen who flow up pursuant to LOA #24 and LOA #25 count toward satisfaction of such minimum percentage.
- gj. The Company will offer preferential interviews for employment to airmen employed by carriers (whose airmen were represented by the Association) at the time those carriers ceased operations, subject to the Company's objectives for diversity and experience among newly hired pilots and subject to *Section 1 B. 40. fi.*
196. "Personal drop sick" (PDS) means a personal drop request by a pilot to engage in a routine health maintenance procedure. PDS requests will be granted at the discretion of the Chief Pilot's Office.
197. "Physical standards" means the standards established by the FAA for the issuance of a First Class Medical Certificate, including the FAA waiver and restriction policy.
198. "Pilot" means an employee of Delta Air Lines, Inc. whose name appears on the Delta Air Lines Pilots' system seniority list.
- ~~Note one: The defined term "pilot" when used with respect to allocations under LOA #14 (Carryover LOA paragraph 4. C., referencing Bankruptcy Protection Covenant, 2006 PWA) on account of the ALPA Claim or the ALPA Notes does not limit the authority of the Delta MEC to determine eligibility for allocation of the ALPA Claim or the ALPA Notes among persons who are pilots, former pilots, or their survivors.~~
- ~~Note two: For ease of reading in Section 1, the defined term "pilot" may be modified by the word "Delta." Such modification does not change the meaning of the defined term "pilot."~~
199. "Pilot change schedule" (PCS) means a process for the submission of requests for:
- a. military leave of absence (see *Section 13 D.*)
 - b. personal drop (PD), qualified personal drop (QPD) and authorized personal drop (APD) (see *Section 23 I.*)
 - c. swap with the pot (see *Section 23 H.*)
 - d. white slip (see *Section 23 P.*)
 - e. yellow slip (see *Section 23 T.*)
 - f. GS and GSWC (see *Section 23 Q.*)
 - g. X-day move (see *Section 12 N. 9.*)
 - h. additional day off (see *Section 23 S. 16.*)
 - i. recovery slip (see *Section 23 J.*)
200. "Pilot retiree" means a pilot (or 13 B. 3. pilot) who retired after January 1, 2006 or a former NWA pilot who retired after October 30, 2008.
Exception: A NWA disabled pilot is not a pilot retiree.
201. "Pilot-to-pilot swap board" means an electronic system through which a pilot offers and/or executes a rotation drop, swap and/or pickup with another pilot under *Section 23 F.*
202. "Pilot Working Agreement" or "PWA" means the basic collective bargaining agreement between Delta Air Lines, Inc. and the air line pilots in the service of Delta Air Lines, Inc. as represented by the Air Line Pilots Association International, together with all effective amendments, supplemental agreements, letters of agreement, and letters of understanding between the Company and the Association.
203. "Position" means the combination of a pilot's aircraft type, status, and classification as domestic or international.
204. "PPO Option B" means the plan providing medical and dental benefits that was in

- 1 | **effect under the NWA CBA, as amended.**
- 2 | 205. “Pre-merger Delta pilot” means a pilot whose name appeared on the Delta seniority list
- 3 | immediately prior to October 30, 2008.
- 4 | 206. “Premium pay” means pay as set forth in *Section 23 U*. applicable to:
- 5 | a. an inversely assigned rotation or flight segment(s).
- 6 | b. a GS rotation.
- 7 | c. a GSWC rotation.
- 8 | d. a domestic category rotation assigned/awarded to an international category pilot or an
- 9 | international category rotation assigned/awarded to a domestic category pilot under
- 10 | ***Section 23 N. 29.* or *Section 23 O. 25.***
- 11 | 207. “Pre-tax income” (PTIX) means, for any calendar year, the Company’s consolidated pre-
- 12 | tax income calculated in accordance with Generally Accepted Accounting Principles in
- 13 | the United States and as reported in the Company’s public securities filings but
- 14 | excluding: a) all asset write downs related to long term assets, b) gains or losses with
- 15 | respect to employee equity securities, c) gains or losses with respect to extraordinary,
- 16 | one-time or non-recurring events (including without limitation one-time transition or
- 17 | integration costs incurred in connection with the merger of the Company and Northwest
- 18 | Airlines Corporation during the two year period following the merger), and d) expense
- 19 | accrued with respect to the profit sharing plan.
- 20 | ~~188. “Prior NWA pilot” means an individual who is not a former NWA pilot but whose name~~
- 21 | ~~appeared on the NWA seniority list at any date prior to the day preceding October 30,~~
- 22 | ~~2008.~~
- 23 | 208. **“Proficiency check” (PC) means any of the following validation or evaluation events**
- 24 | **in the simulator or Flight Training Device administered under the AQP:**
- 25 | **a. Procedures Validation (PV)**
- 26 | **b. Maneuvers Validation (MV)**
- 27 | **c. Line Operational Evaluation (LOE)**
- 28 | **Note: MV and LOE for a pilot obtaining a type rating are not proficiency checks.**
- 29 | 209. “Proficiency check pilot” (PCP) means:
- 30 | a. a pilot who is selected by the Company and designated by the FAA and authorized to
- 31 | administer proficiency checks in other than line operations, and/or
- 32 | b. an NSLI who is selected by the Company and designated by the FAA and authorized
- 33 | to administer proficiency checks in other than line operations under *Section 11 D*.
- 34 | 210. “Profit/loss sharing agreement” means an agreement or arrangement ~~(other than an~~
- 35 | ~~industry standard interline agreement) that provides for the sharing of profits or losses~~
- 36 | ~~between or among~~ **in which the Company or an Company affiliate and another carrier**
- 37 | ~~or shares in the economic performance of one or more other carriers and/or of its or~~
- 38 | ~~their affiliate or affiliates, through incremental revenue sharing or the sharing of~~
- 39 | ~~profits or losses in connection with the Company’s and the other carrier or carriers’~~
- 40 | ~~carriage of passengers. The~~ **An agreement or arrangement that constitutes an**
- 41 | **industry standard interline agreement, a codeshare agreement with a carrier**
- 42 | **engaged in international partner flying in which there is no sharing in the economic**
- 43 | **performance of the carrier’s flying through incremental revenue sharing or the**
- 44 | **sharing of profits or losses, a prorate agreement, a sales/super commission**
- 45 | **agreement, the Hawaiian and Alaska marketing agreements, and an arrangement**

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- 1 | between the Company and any **Company** affiliate **and one or more** Delta Connection
2 | Carriers is not a profit/loss sharing agreement.
- 3 | 211. “Projection” means the sum of a pilot’s accumulated credit and remaining scheduled
4 | credit within the bid period.
- 5 | 212. “Pro rata portion of the ALV” means ~~a share (1/30th in a 30-day bid period or 1/31st in a~~
6 | ~~31-day bid period)~~ of the ALV **for a position divided by the number of days in a bid**
7 | **period.**
- 8 | 213. **“Pro rata portion of the reserve guarantee” means the reserve guarantee for a**
9 | **position divided by the number of days in a bid period.**
- 10 | 214. “Prorate Agreement” means an agreement between the Company **or a Company affiliate**
11 | **and another carrier or its affiliate** for the proration of interline revenue between them,
12 | under a standard interline prorate formula, and in a manner that provides no economic
13 | benefit to the Company other than from the carriage of passengers by the Company. The
14 | term "economic benefit" does not include the reimbursement of distribution costs or
15 | industry standard interline service charges.
- 16 | 215. “Purchased vacation” means the vacation days that a pilot receives as a result of a full
17 | service bank transaction.
- 18 | 216. “Qualification training” means training necessary to create a position qualification (i.e.,
19 | initial, transition, upgrade, requalification, transoceanic ground school).
- 20 | 217. “Qualified SLI” means an SLI who can function as the instructor of record.
- 21 | 218. “RAW value grouping” means a range of RAW values for each category in each bid
22 | period determined by mutual agreement between the Director – Crew Resources and
23 | Scheduling and the MEC Scheduling Committee Chairman, and made available no later
24 | than the last day of the prior bid period.
- 25 | 219. “Recalled-medical hold” means the status of a pilot who is unable to present the
26 | Company with a First Class Medical Certificate within 30 days of receipt of his notice of
27 | recall.
- 28 | 220. “Recency” or “recency of experience” means the requirement of a Captain or First
29 | Officer to make at least three takeoffs and landings within a 90-day period under FAR
30 | ~~121.439. Satisfaction of this requirement is not training.~~
- 31 | 221. “Recovery slip” means a request by a regular pilot to be awarded open time under
32 | **Section 23 J.** in lieu of being assigned recovery flying under **Section 23 K. 1.**
- 33 | 222. “Reestablishment of recency” means the training and checking required under FAR
34 | 121.439 to reestablish qualifications that have lapsed due to lack of recency.
- 35 | 223. “Regular pilot” means a pilot who holds a regular line.
- 36 | 224. “Release” means:
- 37 | a. for purposes of determining a pilot’s break-in-duty, the later of:
- 38 | 1) 30 minutes after the block-in of his last flight segment, or
- 39 | 2) the actual time he is released by the Company (after completion of any additional
40 | duty required by the Company) to begin a rest period sufficient to break his duty
41 | period under **Section 12 G.**
- 42 | b. for purposes of determining a pilot’s duty period credit and rotation credit, the later
43 | of:
- 44 | 1) 30 minutes after the actual block-in of his last flight segment,

Section 2 – Definitions and Glossary

- 1 2) 30 minutes after the adjusted block-in of his last flight segment determined by
2 adding the scheduled block time of such flight segment to the later of the
3 scheduled or actual departure time of such flight segment, or
4 3) the actual time he is released by the Company (after completion of any additional
5 duty required by the Company) to begin a rest period sufficient to break his duty
6 period under **Section 12 G**.
- 7 225. “Relief Captain” means a Captain who is current in his position and augments a crew.
8 226. “Relief crew” means a relief Captain and a relief First Officer, collectively.
9 Note: ~~For the 747-200 operation, a relief crew means a relief Captain and a relief Second~~
10 ~~Officer or a relief First Officer and a relief Second Officer.~~
11 227. “Relief First Officer” means a type rated First Officer who is current in his position and
12 augments a crew.
13 Exception: ~~On the 747-400, 747-200 and the A-330 a Captain may fulfill the~~
14 ~~requirements of a relief First Officer.~~
15 ~~205. “Relief Second Officer” means a Second Officer who is current in his position and~~
16 ~~augments a crew.~~
17 228. “Report” means the later of the actual or scheduled time that a pilot begins duty. Such
18 scheduled time:
19 a. in a domestic category is:
20 1) ~~one hour before the scheduled departure of the first flying (excluding deadhead~~
21 **on on-line transportation or a Delta Connection Carrier)** segment.
22 2) ~~30 minutes before the scheduled departure of the first on-line deadhead segment.~~
23 3) **Exception: Such scheduled time is—** 90 minutes before the scheduled departure
24 of the first off-line deadhead segment **other than a Delta Connection Carrier.**
25 b. in an international category is:
26 1) 90 minutes before the scheduled departure of the first:
27 a) flight segment (excluding an intra-theatre deadhead flight segment) in a duty
28 period containing an ocean crossing, (including an ocean crossing deadhead,
29 that originates outside the continental United States).
30 b) off-line deadhead segment **other than a Delta Connection Carrier.**
31 Exception: Flight segments to/from Hawaii will have a 60-minute report.
32 2) one hour before the scheduled departure of an:
33 a) intra-theatre flight segment, (including **an on-line transportation or a Delta**
34 **Connection Carrier** non-ocean crossing deadhead ~~that originates outside the~~
35 **continental United States).**
36 b) ocean crossing deadhead that originates within the United States.
37 c) international category duty period composed solely of domestic flying.
38 3) ~~30 minutes before the scheduled departure of a deadhead that originates and~~
39 ~~terminates within the continental United States.~~
40 229. “Reroute” means:
41 a. alteration of a pilot’s rotation or portion thereof due to irregular operations to:
42 1) delete a previously scheduled flight segment(s), and/or
43 2) add a flight segment(s) that is not open time (including flying removed from open
44 time),
45 or
46 b. alteration of a pilot’s rotation or portion thereof to:

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- 1) delete a previously scheduled flight segment(s), and/or
2) add a flight segment(s) under **Section 23 N. 210**. or **O. 15.**;
and
c. notification to the pilot, after the airborne departure of his first flight segment, of such alteration.
- Note: An alteration in the departure, enroute or arrival time of a scheduled flight segment does not constitute a reroute.
230. “Reserve assignment weighting” (RAW) means a value assigned to a reserve pilot that is based on his accumulated credit in a bid period, his CROC days in a bid period, and his number of short call credits in a bid period. A reserve pilot’s RAW is used as part of the process of sequencing him for assignment to open time. Such value will be calculated using the following formula, rounded to the nearest integer:
Reserve assignment weighting = $[(A \div C) \times 75] + [(B \div D) \times 100] + (E \times 5)$, where:
A = the reserve pilot’s credit hours accumulated in the bid period plus prorated credit hours associated with his period of unpaid absence and/or vacation and/or training (other than qualification or distributed training), if any. The number of prorated hours associated with his period of unpaid absence and/or vacation and/or training (other than qualification or distributed training) will be determined by multiplying the number of days of his unpaid absence and/or vacation and/or training (other than qualification or distributed training) by the reserve guarantee and then dividing that product by 30 or 31 (days of the bid period).
B = the reserve pilot’s CROC days plus prorated CROC days associated with his period of absence other than sick leave, if any (e.g., vacation, training, MLOA, PLOA). The number of prorated CROC days associated with his period of absence other than sick leave will be determined by multiplying the number of days of his absence by 18 (on-call days per bid period) and then dividing that product by 30 or 31 (days of the bid period).
C = the reserve guarantee.
D = number of on-call days in a full month of reserve.
E = the number of short call periods for which the pilot has been credited in the bid period.
231. “Reserve day” means a day on which a reserve pilot is scheduled to be on either an on-call day or an X-day.
232. “Reserve pilot” means a pilot who holds a reserve line.
233. **“Reserve pro rata share” means the reserve guarantee divided by the associated number of on-call days in a bid period on a reserve line.**
234. “Reserve utilization order” (RUO) means an order of assigning open time to reserve pilots, within days-of-availability groupings, that is based upon a comparison of their RAW value groupings.
235. **“Retired” means the termination of the pilot’s employment of a pilot (or 13 B. 3. pilot) under circumstances that enable him to receive an early, normal, or deferred retirement benefit under the Delta Pilots Retirement Plan or the DC Plan, or an early, normal, late or deferred retirement pension (but not a terminated vested benefit) under the NWA Pension Plan or if his only benefit is in the NWA MP3 and/or the NWA RSP and he is at least age 50 at termination of employment, a distribution under the NWA MP3 and/or the NWA RSP.**

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Note: A NWA disabled pilot is not considered retired.

- ~~213. “Retired pilot” means a pilot retiree and a person who retired from the Company as a pilot on or before January 1, 1997.~~
236. “Retirement date” means the early, normal, late or deferred retirement date (but not terminated vested benefit commencement date), whichever is applicable, as defined in the Delta Pilots Retirement Plan, the DC Plan, or the NWA Pension Plan ~~or in the case of a pilot who has only a benefit in the NWA MP3 and/or the NWA RSP and is at least age 50, his date of termination of employment.~~
237. “Rotation” means a duty period, or series of duty periods, that is identified by number and scheduled to begin and end at a pilot’s base, and all the flight segments contained therein. The release of a regular pilot for a break-in-duty at his base that is within such a series of duty periods (“in base layover”) will not end his rotation.
238. “Rotation guarantee” means the pay guarantee under *Section 4 F*.
239. “Savings Plan” means the Delta Family-Care Savings Plan.
240. “Scheduled block hour” means an hour of scheduled block time.
241. “Scheduled block times” means the greater of the flight times set forth in the:
- Company operating schedules, or
 - bid package.
242. “Scheduled flight” means a flight published in the bid package or shown in the Company’s operating schedules and extra sections thereof.
243. **“Scheduled legal duty leave” means legal duty leave that is reported by the pilot to the Company prior to the close of line bidding for the bid period in which the legal duty leave is scheduled to occur, and that the Company, at its discretion, places on the pilot’s schedule prior to the close of line bidding for such bid period.**
- ~~223. “Second Officer” means a pilot whose duty it is to assist the Captain or the First Officer, as required, and who is properly qualified to serve as and who holds currently effective airman’s certificates authorizing him to serve as such Second Officer and who holds at least a currently effective commercial pilot license and instrument rating.~~
244. “Seniority” means a pilot’s number on the seniority list.
245. “Seniority date” means the date of a pilot’s seniority as shown on the seniority list.
246. “Seniority list” means the Delta Air Lines Pilots’ system seniority list.
247. “Seniority list instructor” (SLI) means an instructor who is a pilot.
Exception: An instructor who is a pilot currently receiving long term disability benefits under the D&S Plan (including the NWA LTD Plan) cannot be an SLI.
248. “Service provider” means any entity, other than the Company, that provides any services for the DPSP including, but not limited to, the record-keeper and trustee.
249. “Sick” means disabled due to sickness, as defined in *Section 14 A. 7*.
250. **“Sick leave shadow period” means a period of unavailability that is applied to a pilot’s line prior to initial line awards under Section 14 H., during which an award of a rotation(s) or on-call day(s) will be for pay purposes only. Any such rotation(s) or on-call days(s) will remain available to be awarded to another pilot in PBS.**
251. “Sick leave year” means the period from June 1 of each year to the subsequent May 31.
252. “Sickness” means any personal medical condition of a pilot, physical or mental, that disables him from performing duties as a flight crewmember.
253. **“Sick occurrence” means the period between the time a pilot calls in sick and the time that he calls in well.**

Note: Regular line days off and reserve X-days within a sick occurrence will not be considered to be sick leave.

254. “Single operating certificate” (SOC) means the date on which the FAA issues the Company an operating certificate that grants the authority to conduct flight operations of the Company and Northwest as a single airline.

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

a. one FTD or simulator period including brief and debrief.

b. one training and/or evaluation event in an aircraft including brief and debrief.

~~c. two complete qualification training or evaluations.~~

~~dc.~~ a VF(s) and/or an FCF(s), not to exceed 10 hours.

~~ed.~~ a day of Company business away from his training center.

~~fe.~~ a duty period of up to 13 scheduled hours and 15 actual hours during which an SLI deadheads to and/or from a training location and performs SLI duties.

~~gf.~~ a period consisting solely of deadheading to or from a training location.

~~hg.~~ service as part of a crew complement for one FTD or simulator period, including brief and debrief.

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

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

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

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

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

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

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

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

259. “Status” means a pilot’s rank as Captain, ~~or First Officer, and Second Officer.~~

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

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

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

263. “Survivor” or “eligible survivor” means ~~an individual who is entitled to receive monthly income survivor benefits under the D&S Plan, but only for so long as such person is eligible for such benefits. After January 1, 2008 “survivor” or “eligible survivor” means the spouse or child of the a deceased pilot, 13 B. 3. pilot, or pilot retiree, who would be eligible for benefits under the D&S Plan in effect on June 1, 2006. In addition, “survivor”~~

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- 1 | or "eligible survivor" means the spouse or child (as those terms are as defined in the D&S
2 | Plan) of a deceased former NWA pilot.
3 | Exception: The spouse or child of a deceased NWA disabled pilot is not a survivor or
4 | eligible survivor as those terms are defined in the D&S Plan.
- 5 | 264. "Targeted line value" (TLV) means a 12 bid period rolling average of the ALV **for a**
6 | **position that will be between 75 and 80 hours (inclusive).**
- 7 | 265. "Theater qualification" means a program for qualification of international category
8 | Captains in a specified area of operations as set forth in the Airway Manual.
9 | Note one: The Company will review with the Association any plans to modify the terms
10 | and provisions of the theater qualification program set forth in the Airway Manual.
11 | Note two: The addition of a new theater that affects 12 or more scheduled round trips per
12 | bid period in a category will be subject to the implementation schedule under **Section 11**
13 | **K. 5.** The Company and the Association will meet and confer to agree upon an
14 | implementation schedule related to a significant modification of an existing theater.
- 15 | ~~242. "Three pilot aircraft" means an aircraft model certificated for a cockpit crew complement~~
16 | ~~of a Captain, First Officer and Second Officer.~~
- 17 | 266. "Time away from base" means the period beginning with report at base and ending upon
18 | release at base.
19 | Exception: The "time away from base" of a pilot who is assigned to training away from
20 | base will end at block-in at his base.
- 21 | 267. "Top-up disability benefit" means the supplemental disability benefit payable to a former
22 | NWA pilot under **Section 26 Q. 45.**
- 23 | 268. "Total projected costs" for the DPMP for each calendar year ~~(including the DPMP-~~
24 | ~~Option N for the calendar year 2010 and later)~~ will be determined by an actuary selected
25 | by the Company and will be developed from the combined experience of a population
26 | composed of all of the Company's active employees participating in medical and dental
27 | plans excluding HMOs and fully insured options. The Company's actuary will use
28 | reasonable actuarial assumptions and methods that are designed to determine such total
29 | projected costs in the actuary's best professional judgment. By June 15th of each year, the
30 | Company will provide to the Association the actuary's detailed preliminary determination
31 | of what the total projected costs will be for the following calendar year. The Association
32 | may provide comments on such analysis by July 7th, and the Company's actuary will
33 | consider such comments in making its final determination of total projected costs.
- 34 | 269. "Training" means a Company-sponsored program of instruction and/or evaluation
35 | required by **an AQP**, the Company, or **the FARs** (e.g., **recency**, qualification training,
36 | CQ, distributed training).
- 37 | 270. "Training day(s)" means a day(s) in which a pilot is scheduled to:
38 | a. attend continuous training.
39 | b. travel between his base and the training location.
- 40 | 271. "Trans-oceanic duty period" means a duty period that contains an ocean crossing
41 | (including deadheading).
- 42 | 272. "Unanticipated accident leave" means accident leave for the current or subsequent bid
43 | period that is reported to the Company by a pilot after the line award for the bid period.
- 44 | 273. "Unanticipated sick leave" means sick leave for the current or subsequent bid period that
45 | is reported to the Company by a pilot after the line award for the bid period.

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- 1 274. “Unassigned pilot” means a pilot in excess of PWA staffing requirements who is
2 assigned to an aircraft type and base but does not currently hold a status.
- 3 275. “United States” means the United States and its possessions and territories including but
4 not limited to the Commonwealth of Puerto Rico.
- 5 276. **“Unscheduled legal duty leave” means legal duty leave that the Company does not**
6 **place on a pilot’s schedule prior to the close of line bidding for the bid period in**
7 **which the legal duty leave is scheduled to occur.**
- 8 277. **“Unverified sick leave” means sick leave not verified under Section 14 F. 2.**
- 9 278. “Vacation bank hours” means the hours in a pilot’s vacation bank. Such vacation bank
10 hours will be equal to 3:~~1500~~ for each day of a pilot’s earned vacation, together with
11 purchased and supplemental vacation for use in the current vacation year.
- 12 279. “Vacation period” means a portion(s) of the combination of a pilot’s earned, purchased
13 and supplemental vacation that is designated by the pilot as:
- 14 a. primary,
15 b. secondary,
16 c. tertiary,~~or~~
17 d. quaternary, **or**
18 **e. quinary.**
- 19 280. “Vacation year” means the period that begins on April 1st each year and ends on the
20 following March 31st.
- 21 281. “Verification flight” (VF) means flying that is performed to determine whether a
22 maintenance repair action has successfully resolved the pertinent problem, provided such
23 flying does not involve:
- 24 a. the planned use of abnormal or special checklists, or
25 b. determinations of the airworthiness of major system items or troubleshooting.
- 26 282. “White slip” means a request by a regular pilot to be awarded open time under
27 **Section 23 P.**
- 28 283. “Window of circadian low” (WOCL) means 0101 to 0459 (pilot’s base time).
- 29 284. “Within days-of-availability groupings” means an order of assigning open time under
30 **Section 23 N. or O.** to reserve pilots based upon a comparison between each pilot’s days-
31 of-availability and the length of the rotation.
- 32 285. “Within least disruption groupings” means an order of assigning open time to reserve
33 pilots for whom such assignment would extend into their regular line and conflict with a
34 rotation(s). Such pilots will be sequenced for assignment by least number of rotation
35 days to be dropped.
- 36 286. “Within least intrusion groupings” means an order of assigning open time to reserve
37 pilots for whom such assignment would extend into their regular line days-off, but would
38 not extend into a rotation(s). Such pilots will be sequenced for assignment by least
39 number of days interrupted.
- 40 287. “X-day” means a 24-hour duty-free period at a pilot’s base, on a reserve line.
- 41 288. “Year” means a calendar year.
- 42 289. “Yellow slip” means a request by a reserve pilot to:
- 43 a. become first in sequence for assignment:
- 44 1) to a specific rotation(s) (in seniority order within RUO among pilots submitting
45 yellow slips for such assignment), or

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- 2) on a specific date(s) (in seniority order within RUO among pilots submitting yellow slips for such assignment),
- b. become first in sequence for conversion to short call at a specific time(s) and/or on a specific date(s) under **Section 23 S. 2. c. Note two**, or
- c. **be awarded up to two additional**~~waive his Non-call day(s) contingent on being awarded a rotation.~~

B. Acronyms

1. “ACARS” – Automated Communication and Reporting System
2. “AE” - Advance Entitlement.
3. “ALPA” – Air Line Pilots Association, International
4. “ALV” - Average Line Value
5. “AME” - Aviation Medical Examiner
6. “AQP” - Advanced Qualification Program.
7. “APD” – Authorized Personal Drop or Aircrew Program Designee
8. “ATP” – Airline Transport Pilot
9. “CME” – Company Medical Examiner
10. “COBRA” - Consolidated Omnibus Budget Reconciliation Act
11. “COMAT” – Company Material
12. “CROC” – Credited Reserve On-Call Day
13. “CQ” - Continuing Qualification Training
14. “CVR” - Cockpit Voice Recorder
15. “D&S Plan” – Delta Pilots Disability and Survivorship Plan
16. “DBMS” – Data Base Management System
17. “DHS” – Director of Health Services
18. “DPA” – Duty Period Average
19. “DPAC” – Delta Pilots Assistance Committee
20. “DPMP” – Delta Pilots Medical Plan
21. “FAA” –Federal Aviation Administration
22. “FAM” – Flight Advisory Message
23. “FAR” - Federal Aviation Regulation
24. “FCF” – Functional Check Flight
25. “FICA” - Federal Insurance Contributions Act
26. “FOQA” - Flight Operations Quality Assurance
27. “FSA” - Flexible Spending Account
28. “FTD” – Flight Training Device
29. “GS” - Green Slip
30. “GSWC” - Green Slip With Conflict
31. “HMO” - Health Maintenance Organization
32. “IA” – Inverse Assignment
33. “IAWC” – Inverse Assignment With Conflict
34. “IOE” - Initial Operating Experience
35. “IROPS” – Irregular Operations
36. “IRS” – Internal Revenue Service
37. “JSA” – Jump Seat Authority

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1	38.	“LCA” – Line Check Airman
2	39.	“LCP” – Line Check Pilot
3	40.	“LCW” – Line Construction Window
4	41.	“LOE” – Line Operational Evaluation
5	42.	“LTD” - Long Term Disability
6	43.	“MD” – Mandatory Displacement
7	44.	“MEC” – Master Executive Council
8	45.	“MLOA” – Military Leave of Absence
9	46.	“MPPP” - Delta Pilots Money Purchase Pension Plan
10	47.	“MRO” - Medical Review Officer
11	48.	“NME” - Neutral Medical Examiner
12	49.	“NSLI” – Non-Seniority List Instructor
13	50.	“NTSB” – National Transportation Safety Board
14	51.	“OE” - Operating Experience
15	52.	“OSS” – Operations Support System
16	53.	“PBS” - Preferential Bidding System
17	54.	“PCP” – Proficiency Check Pilot
18	55.	“PCS” – Pilot Change Schedule
19	56.	“PD” – Personal Drop
20	57.	“PDS” – Personal Drop Sick
21	58.	“PME” – Pilot Medical Examiner
22	59.	“PMX” - Plan Medical Examiner
23	60.	“PS” – Positive Space
24	61.	“PTIX” – Pre-Tax Income
25	62.	“PWA” – Pilot Working Agreement
26	63.	“QPD” – Qualified Personal Drop
27	64.	“RAW” – Reserve Assignment Weighting
28	65.	“RUO” – Reserve Utilization Order
29	66.	“SAQ” - Special Airport Qualification
30	67.	“SLI” – Seniority List Instructor
31	68.	“SPC” – Strategic Planning Committee
32	69.	“SVP” – Senior Vice President
33	70.	“TLV” - Targeted Line Value
34	71.	“VD” – Voluntary Displacement
35	72.	“VF” – Verification Flight
36	73.	“VPN” – Virtual Private Network
37	74.	“VRU” – Voice Response Unit
38	75.	“WOCL” – Window of Circadian Low
39	76.	“XCM” – Extra Crew Member

1 SECTION 3

2
3 COMPENSATION

4
5 A. Definitions

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

Section 3 - Compensation

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

Section 3 - Compensation

B. Pay Tables

1. A pilot will be paid for flight time in accordance with the composite hourly rates set forth in the pay tables of *Section 3 B. 2.*

2. a. Effective ~~October 30, 2012~~ **July 1, 2012**, composite hourly pay rates will be as follows:

Capt	12	11	10	9	8	7	6	5	4	3	2	1
B747-400	234.78	233.01	231.25	229.51	227.74	225.99	224.23	222.48	220.71	218.95	217.17	215.43
B-777	234.78	233.01	231.25	229.51	227.74	225.99	224.23	222.48	220.71	218.95	217.17	215.43
B787	224.92	223.23	221.51	219.82	218.13	216.41	214.72	213.01	211.31	209.61	207.91	206.21
B-767-400ER	221.77	220.12	218.45	216.78	215.13	213.45	211.79	210.12	208.47	206.80	205.13	203.49
A330-200/300	221.77	220.12	218.45	216.78	215.13	213.45	211.79	210.12	208.47	206.80	205.13	203.49
B-767-300ER	196.52	194.51	192.44	190.40	189.05	187.50	186.12	184.68	183.12	181.66	180.18	178.67
B767-300/200	196.52	194.51	192.44	190.40	189.05	187.50	186.12	184.68	183.12	181.66	180.18	178.67
B757	196.52	194.51	192.44	190.40	189.05	187.50	186.12	184.68	183.12	181.66	180.18	178.67
B737-900	189.43	187.97	186.52	185.12	183.66	182.25	180.82	179.38	177.94	176.50	175.13	173.76
B737-800/700	188.45	187.05	185.62	184.22	182.80	181.39	179.99	178.58	177.15	175.72	174.35	173.00
A320/319	181.83	180.46	179.08	177.70	176.33	174.96	173.60	172.21	170.83	169.47	168.10	166.72
MD-88/90	178.58	176.61	174.65	172.69	171.38	169.94	168.55	167.20	165.69	164.29	162.86	161.38
B-717	169.57	168.34	167.03	165.74	164.49	163.20	161.95	160.64	159.41	158.13	156.84	155.69
DC9	169.57	168.34	167.03	165.74	164.49	163.20	161.95	160.64	159.41	158.13	156.84	155.69
EMB-195	142.38	141.33	140.23	139.15	138.09	137.01	135.96	134.88	133.84	132.76	131.67	130.70
EMB-190/CRJ-900	121.12	120.23	119.30	118.38	117.48	116.55	115.66	114.73	113.85	112.94	112.02	111.19

Section 3 - Compensation

a. ~~October 30, 2012~~ **July 1, 2012** composite hourly pay rates (continued)

First Officer	12	11	10	9	8	7	6	5	4	3	2	1
B747-400	160.36	158.91	157.49	155.38	153.72	150.28	146.20	142.60	139.27	135.97	116.19	60.92
B-777	160.36	158.91	157.49	155.38	153.72	150.28	146.20	142.60	139.27	135.97	116.19	60.92
B787	153.62	152.24	150.85	148.82	147.23	143.92	139.99	136.54	133.34	130.17	111.23	60.92
B-767-400ER	151.47	150.12	148.76	146.75	145.22	141.94	138.08	134.69	131.54	128.43	109.74	60.92
A330-200/300	151.47	150.12	148.76	146.75	145.22	141.94	138.08	134.69	131.54	128.43	109.74	60.92
B-767-300ER	134.22	132.65	131.05	128.91	127.61	124.69	121.35	118.38	115.55	112.81	96.40	60.92
B767-300/200	134.22	132.65	131.05	128.91	127.61	124.69	121.35	118.38	115.55	112.81	96.40	60.92
B757	134.22	132.65	131.05	128.91	127.61	124.69	121.35	118.38	115.55	112.81	96.40	60.92
B737-900	129.38	128.19	127.03	125.33	123.98	121.19	117.89	114.98	112.28	109.61	93.69	60.92
B737-800/700	128.71	127.57	126.40	124.72	123.39	120.62	117.35	114.47	111.78	109.12	93.28	60.92
A320/319	124.20	123.07	121.95	120.31	119.03	116.34	113.18	110.39	107.80	105.24	89.93	60.92
MD-88/90	121.97	120.45	118.93	116.92	115.68	113.01	109.90	107.17	104.55	102.02	87.13	60.92
B-717	115.81	114.82	113.76	112.21	111.03	108.52	105.59	102.97	100.59	98.20	83.91	60.92
DC9	115.81	114.82	113.76	112.21	111.03	108.52	105.59	102.97	100.59	98.20	83.91	60.92
EMB-195	97.24	96.39	95.50	94.20	93.22	91.11	88.65	86.46	84.45	82.44	70.45	60.92
EMB-190/CRJ-900	82.72	82.00	81.24	80.14	79.30	77.51	75.41	73.55	71.84	70.14	60.92	60.92

Section 3 - Compensation

b. Effective January 1, 2013~~09~~, composite hourly pay rates will be as follows:

Capt	12	11	10	9	8	7	6	5	4	3	2	1
B747-400	254.74	252.82	250.91	249.02	247.10	245.20	243.29	241.39	239.47	237.56	235.63	233.74
B-777	254.74	252.82	250.91	249.02	247.10	245.20	243.29	241.39	239.47	237.56	235.63	233.74
B787	244.04	242.20	240.34	238.50	236.67	234.80	232.97	231.12	229.27	227.43	225.58	223.74
B-767-400ER	240.62	238.83	237.02	235.21	233.42	231.59	229.79	227.98	226.19	224.38	222.57	220.79
A330-200/300	240.62	238.83	237.02	235.21	233.42	231.59	229.79	227.98	226.19	224.38	222.57	220.79
B-767-300ER	213.22	211.04	208.80	206.58	205.12	203.44	201.94	200.38	198.69	197.10	195.50	193.86
B767-300/200	213.22	211.04	208.80	206.58	205.12	203.44	201.94	200.38	198.69	197.10	195.50	193.86
B757	213.22	211.04	208.80	206.58	205.12	203.44	201.94	200.38	198.69	197.10	195.50	193.86
B737-900	205.53	203.95	202.37	200.86	199.27	197.74	196.19	194.63	193.06	191.50	190.02	188.53
B737-800/700	204.47	202.95	201.40	199.88	198.34	196.81	195.29	193.76	192.21	190.66	189.17	187.71
A320/319	197.29	195.80	194.30	192.80	191.32	189.83	188.36	186.85	185.35	183.87	182.39	180.89
MD-88/90	193.76	191.62	189.50	187.37	185.95	184.38	182.88	181.41	179.77	178.25	176.70	175.10
B-717	183.98	182.65	181.23	179.83	178.47	177.07	175.72	174.29	172.96	171.57	170.17	168.92
DC9	183.98	182.65	181.23	179.83	178.47	177.07	175.72	174.29	172.96	171.57	170.17	168.92
EMB-195	154.48	153.34	152.15	150.98	149.83	148.66	147.52	146.34	145.22	144.04	142.86	141.81
EMB-190/CRJ-900	131.42	130.45	129.44	128.44	127.47	126.46	125.49	124.48	123.53	122.54	121.54	120.64

Section 3 - Compensation

b. January 1, 2013~~09~~ composite hourly pay rates (continued)

First Officer	12	11	10	9	8	7	6	5	4	3	2	1
B747-400	173.99	172.42	170.88	168.59	166.79	163.05	158.63	154.72	151.11	147.53	126.07	66.10
B-777	173.99	172.42	170.88	168.59	166.79	163.05	158.63	154.72	151.11	147.53	126.07	66.10
B787	166.68	165.18	163.67	161.47	159.74	156.15	151.89	148.15	144.67	141.23	120.68	66.10
B-767-400ER	164.34	162.88	161.40	159.22	157.56	154.00	149.82	146.14	142.72	139.35	119.07	66.10
A330-200/300	164.34	162.88	161.40	159.22	157.56	154.00	149.82	146.14	142.72	139.35	119.07	66.10
B-767-300ER	145.63	143.93	142.19	139.87	138.46	135.29	131.66	128.44	125.37	122.40	104.59	66.10
B767-300/200	145.63	143.93	142.19	139.87	138.46	135.29	131.66	128.44	125.37	122.40	104.59	66.10
B757	145.63	143.93	142.19	139.87	138.46	135.29	131.66	128.44	125.37	122.40	104.59	66.10
B737-900	140.38	139.09	137.83	135.98	134.52	131.49	127.91	124.75	121.82	118.93	101.65	66.10
B737-800/700	139.65	138.41	137.14	135.32	133.88	130.87	127.32	124.20	121.28	118.40	101.21	66.10
A320/319	134.76	133.53	132.32	130.54	129.15	126.23	122.80	119.77	116.96	114.19	97.57	66.10
MD-88/90	132.34	130.69	129.04	126.86	125.51	122.62	119.24	116.28	113.44	110.69	94.54	66.10
B-717	125.65	124.58	123.43	121.75	120.47	117.74	114.57	111.72	109.14	106.55	91.04	66.10
DC9	125.65	124.58	123.43	121.75	120.47	117.74	114.57	111.72	109.14	106.55	91.04	66.10
EMB-195	105.51	104.58	103.62	102.21	101.14	98.85	96.19	93.81	91.63	89.45	76.44	66.10
EMB-190/CRJ-900	89.75	88.97	88.15	86.95	86.04	84.10	81.82	79.80	77.95	76.10	66.10	66.10

Section 3 - Compensation

c. Effective January 1, 2014, composite hourly pay rates will be as follows:

Capt	12	11	10	9	8	7	6	5	4	3	2	1
B747-400	262.38	260.40	258.44	256.49	254.51	252.56	250.59	248.63	246.65	244.69	242.70	240.75
B-777	262.38	260.40	258.44	256.49	254.51	252.56	250.59	248.63	246.65	244.69	242.70	240.75
B787	251.36	249.47	247.55	245.66	243.77	241.84	239.96	238.05	236.15	234.25	232.35	230.45
B-767-400ER	247.84	245.99	244.13	242.27	240.42	238.54	236.68	234.82	232.98	231.11	229.25	227.41
A330-200/300	247.84	245.99	244.13	242.27	240.42	238.54	236.68	234.82	232.98	231.11	229.25	227.41
B-767-300ER	219.62	217.37	215.06	212.78	211.27	209.54	208.00	206.39	204.65	203.01	201.37	199.68
B767-300/200	219.62	217.37	215.06	212.78	211.27	209.54	208.00	206.39	204.65	203.01	201.37	199.68
B757	219.62	217.37	215.06	212.78	211.27	209.54	208.00	206.39	204.65	203.01	201.37	199.68
B737-900	211.70	210.07	208.44	206.89	205.25	203.67	202.08	200.47	198.85	197.25	195.72	194.19
B737-800/700	210.60	209.04	207.44	205.88	204.29	202.71	201.15	199.57	197.98	196.38	194.85	193.34
A320/319	203.21	201.67	200.13	198.58	197.06	195.52	194.01	192.46	190.91	189.39	187.86	186.32
MD-88/90	199.57	197.37	195.19	192.99	191.53	189.91	188.37	186.85	185.16	183.60	182.00	180.35
B-717	189.50	188.13	186.67	185.22	183.82	182.38	180.99	179.52	178.15	176.72	175.28	173.99
DC9	189.50	188.13	186.67	185.22	183.82	182.38	180.99	179.52	178.15	176.72	175.28	173.99
EMB-195	159.11	157.94	156.71	155.51	154.32	153.12	151.95	150.73	149.58	148.36	147.15	146.06
EMB-190/CRJ-900	135.36	134.36	133.32	132.29	131.29	130.25	129.25	128.21	127.24	126.22	125.19	124.26

Section 3 - Compensation

c. January 1, 2014, composite hourly pay rates (continued)

First Officer	12	11	10	9	8	7	6	5	4	3	2	1
B747-400	179.21	177.59	176.01	173.65	171.79	167.94	163.39	159.36	155.64	151.96	129.85	68.08
B-777	179.21	177.59	176.01	173.65	171.79	167.94	163.39	159.36	155.64	151.96	129.85	68.08
B787	171.68	170.14	168.58	166.31	164.53	160.83	156.45	152.59	149.01	145.47	124.30	68.08
B-767-400ER	169.27	167.77	166.24	164.00	162.29	158.62	154.31	150.52	147.00	143.53	122.64	68.08
A330-200/300	169.27	167.77	166.24	164.00	162.29	158.62	154.31	150.52	147.00	143.53	122.64	68.08
B-767-300ER	150.00	148.25	146.46	144.07	142.61	139.35	135.61	132.29	129.13	126.07	107.73	68.08
B767-300/200	150.00	148.25	146.46	144.07	142.61	139.35	135.61	132.29	129.13	126.07	107.73	68.08
B757	150.00	148.25	146.46	144.07	142.61	139.35	135.61	132.29	129.13	126.07	107.73	68.08
B737-900	144.59	143.26	141.96	140.06	138.56	135.43	131.75	128.49	125.47	122.50	104.70	68.08
B737-800/700	143.84	142.56	141.25	139.38	137.90	134.80	131.14	127.93	124.92	121.95	104.25	68.08
A320/319	138.80	137.54	136.29	134.46	133.02	130.02	126.48	123.36	120.47	117.62	100.50	68.08
MD-88/90	136.31	134.61	132.91	130.67	129.28	126.30	122.82	119.77	116.84	114.01	97.38	68.08
B-717	129.42	128.32	127.13	125.40	124.08	121.27	118.01	115.07	112.41	109.75	93.77	68.08
DC9	129.42	128.32	127.13	125.40	124.08	121.27	118.01	115.07	112.41	109.75	93.77	68.08
EMB-195	108.68	107.72	106.73	105.28	104.17	101.82	99.08	96.62	94.38	92.13	78.73	68.08
EMB-190/CRJ-900	92.44	91.64	90.79	89.56	88.62	86.62	84.27	82.19	80.29	78.38	68.08	68.08

Section 3 - Compensation

d. Effective on January 1, 2015~~4~~, composite hourly pay rates will be as follows:

Capt	12	11	10	9	8	7	6	5	4	3	2	1
B747-400	270.25	268.21	266.19	264.18	262.15	260.14	258.11	256.09	254.05	252.03	249.98	247.97
B-777	270.25	268.21	266.19	264.18	262.15	260.14	258.11	256.09	254.05	252.03	249.98	247.97
B787	258.90	256.95	254.98	253.03	251.08	249.10	247.16	245.19	243.23	241.28	239.32	237.36
B-767-400ER	255.28	253.37	251.45	249.54	247.63	245.70	243.78	241.86	239.97	238.04	236.13	234.23
A330-200/300	255.28	253.37	251.45	249.54	247.63	245.70	243.78	241.86	239.97	238.04	236.13	234.23
B-767-300ER	226.21	223.89	221.51	219.16	217.61	215.83	214.24	212.58	210.79	209.10	207.41	205.67
B767-300/200	226.21	223.89	221.51	219.16	217.61	215.83	214.24	212.58	210.79	209.10	207.41	205.67
B757	226.21	223.89	221.51	219.16	217.61	215.83	214.24	212.58	210.79	209.10	207.41	205.67
B737-900	218.05	216.37	214.69	213.10	211.41	209.78	208.14	206.48	204.82	203.17	201.59	200.02
B737-800/700	216.92	215.31	213.66	212.06	210.42	208.79	207.18	205.56	203.92	202.27	200.70	199.14
A320/319	209.31	207.72	206.13	204.54	202.97	201.39	199.83	198.23	196.64	195.07	193.50	191.91
MD-88/90	205.56	203.29	201.05	198.78	197.28	195.61	194.02	192.46	190.71	189.11	187.46	185.76
B-717	195.19	193.77	192.27	190.78	189.33	187.85	186.42	184.91	183.49	182.02	180.54	179.21
DC9	195.19	193.77	192.27	190.78	189.33	187.85	186.42	184.91	183.49	182.02	180.54	179.21
EMB-195	163.88	162.68	161.41	160.18	158.95	157.71	156.51	155.25	154.07	152.81	151.56	150.44
EMB-190/CRJ-900	139.42	138.39	137.32	136.26	135.23	134.16	133.13	132.06	131.06	130.01	128.95	127.99

Section 3 - Compensation

d. January 1, 2015, composite hourly pay rates (continued)

First Officer	12	11	10	9	8	7	6	5	4	3	2	1
B747-400	184.59	182.92	181.29	178.86	176.94	172.98	168.29	164.14	160.31	156.52	133.75	70.12
B-777	184.59	182.92	181.29	178.86	176.94	172.98	168.29	164.14	160.31	156.52	133.75	70.12
B787	176.83	175.24	173.64	171.30	169.47	165.65	161.14	157.17	153.48	149.83	128.03	70.12
B-767-400ER	174.35	172.80	171.23	168.92	167.16	163.38	158.94	155.04	151.41	147.84	126.32	70.12
A330-200/300	174.35	172.80	171.23	168.92	167.16	163.38	158.94	155.04	151.41	147.84	126.32	70.12
B-767-300ER	154.50	152.70	150.85	148.39	146.89	143.53	139.68	136.26	133.00	129.85	110.96	70.12
B767-300/200	154.50	152.70	150.85	148.39	146.89	143.53	139.68	136.26	133.00	129.85	110.96	70.12
B757	154.50	152.70	150.85	148.39	146.89	143.53	139.68	136.26	133.00	129.85	110.96	70.12
B737-900	148.93	147.56	146.22	144.26	142.72	139.49	135.70	132.34	129.23	126.18	107.84	70.12
B737-800/700	148.16	146.84	145.49	143.56	142.04	138.84	135.07	131.77	128.67	125.61	107.38	70.12
A320/319	142.96	141.67	140.38	138.49	137.01	133.92	130.27	127.06	124.08	121.15	103.52	70.12
MD-88/90	140.40	138.65	136.90	134.59	133.16	130.09	126.50	123.36	120.35	117.43	100.30	70.12
B-717	133.30	132.17	130.94	129.16	127.80	124.91	121.55	118.52	115.78	113.04	96.58	70.12
DC9	133.30	132.17	130.94	129.16	127.80	124.91	121.55	118.52	115.78	113.04	96.58	70.12
EMB-195	111.94	110.95	109.93	108.44	107.30	104.87	102.05	99.52	97.21	94.89	81.09	70.12
EMB-190/CRJ-900	95.21	94.39	93.51	92.25	91.28	89.22	86.80	84.66	82.70	80.73	70.12	70.12

Section 3 - Compensation

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

17 Note: Base pay rates for non-pilot U.S.-based workgroups will only be considered to
18 have increased to the extent they exceed the rates in effect on ~~January~~ **July** 1, 2006.
19 Should an increase for non-pilot U.S.-based workgroups exceed the base pay rates in
20 effect on ~~January~~ **July** 1, 2006, then only the percentage by which such an increase
21 exceeds the applicable ~~January~~ **July** 1, 2006, base pay rates will be considered in the
22 calculation of the percentage increase that may be applied to pilot composite hourly rates.

- 23 5. If, in any calendar year, the Company awards a bonus or lump sum payment other than a
24 base pay rate increase (and other than a payment pursuant to the Company profit-sharing
25 plan and/or the performance incentive plan, and/or an equity grant or issuance or other
26 consideration specified in the Plan of Reorganization) to U.S.-based non-pilot
27 workgroups covering 30% or more of its non-pilot U.S.-based workforce, then the pilots
28 will receive a bonus or lump sum payment equal to the highest across the board bonus or
29 lump sum payment granted to any major non-pilot work group (i.e., reservation agents,
30 flight attendants, AMTs, ACS agents). For example, if AMTs receive a \$500 bonus and
31 Customer Service Agents receive a \$300 bonus, then the pilots would receive the \$500
32 bonus.

33 Note: This provision will ~~be effective on November 11, 2004, and will terminate on~~
34 December 31, 2012.

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

41 ~~Exception two: Payments, and/or equity grant or issuance or other consideration made~~
42 ~~with respect to the Delta and Northwest merger will not cause a bonus or lump sum~~
43 ~~payment to the pilots.~~
44

Section 3 - Compensation

C. International Pay

International pay is:

Captain	\$6.50-20
First Officer	\$4.503-90
Second Officer	\$2.60

Effective 1/1/2010:

Captain	\$6.00
First Officer	\$4.00
Second Officer	\$3.00

D. Entry Level Pilot Pay

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

- 1. \$3,377.96 effective July 1, 2012.**
- 2. \$3,665.09 effective January 1, 2013.**
- 3. \$3,775.04 effective January 1, 2014.**
- 4. \$3,888.29 effective January 1, 2015.** ~~\$2,750.00 per month. Effective December 31, 2008, the entry level pilot pay will increase at the same percentages as the pay tables are increased.~~

E. New Aircraft Models

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

Section 3 - Compensation

1 pilots training for and flying such aircraft, that in its judgment are consistent with the
2 criteria of **Section 3 E. 4.**

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

11 F. Date of Rotation

12 For pay and credit purposes, the date on which a pilot is scheduled to depart (block-out) on
13 the first flight segment of a rotation will be considered the date on which the rotation was
14 flown.
15

16 G. Monthly Pay

17
18 ~~Beginning with the pay period ending June 30, 2011, or earlier if possible, A~~ a pilot will
19 receive his earnings for a bid period in the form of two semi-monthly payroll checks:

- 20 1. An end-of-month (EOM) partial payment on the last business day of the corresponding
21 calendar month in the amount of one-half of the reserve guarantee at his composite
22 hourly pay rate as of the date of the payment, and
23 2. A consolidation payment on the last business day prior to the 16th of the following
24 calendar month for the difference between his total earnings for the bid period and the
25 amount of his EOM partial payment, if applicable.
26
27
28

29 H. Monthly Incentive Program

30 Pilot participation in the Monthly Incentive Program in accordance with the following:
31
32

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

Section 3 - Compensation

Pensionable	Yes
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I. Profit Sharing Plan

Provide Profit Sharing in accordance with the following:

Profit Sharing Plan		
Eligibility	Pilot and non-pilot employees of the Company generally, except for management employees covered by incentive compensation plans.	
Payout Calculation	PTIX Levels	% of PTIX Paid under Program
	\$0 to \$2.5 billion	15.0% in 2012 10.0% in 2013 and each year thereafter
	Over \$2.5 billion	20.0%
Program Year	The calendar year or, for the initial year of the program, the period June 1, 2006 through December 31, 2006.	
Basis of Individual Award	Individual employee's annual compensation in the year in which the PTIX was earned as a percentage of total annual compensation for that year for all eligible employees. The Association will have the right to review the methodology and calculation of awards prior to such awards.	
Timing of Accrual and Payment	Accrue annually; award to be paid within 30 calendar days after the date on which the Company's annual audited consolidated financial statements are released (i.e., typically March February 14 th).	
Pensionable	Yes	
Type of Payment	Cash	
Impact of Termination of Employment	A former pilot whose employment has been severed for any reason, including retirement, resignation, or termination for any reason, will receive, at the same time as pilots, an award based on his annual compensation for the period in which he earned such compensation, as will the estate or designated beneficiary of a deceased pilot who earned such compensation.	

1 SECTION 4

2
3 MINIMUM PAY AND CREDIT GUARANTEES

4
5 A. Definitions

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

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

- 10
11 3. **"Flying," "flown," "flies," and "fly," for purposes of Sections 4, 12, and 23, means:**
12 **a. operation of a flight as a cockpit crewmember, and/or**
13 **b. a deadhead by air.**
14 4. "International small-category" means an international category containing fewer than
15 1500 scheduled credit hours in a bid period.
16 5. **"Known absence" means a period of unavailability in a subsequent bid period for**
17 **which a pilot is scheduled prior to the close of initial line awards for such bid period**
18 **(e.g., training, vacation, sick, MLOA, ALPA duty) during which a pilot may not be**
19 **awarded a rotation(s) or on-call day(s).**
20 6. "Line" means a pilot's bid period schedule.
21 a. "Initial line" means the line awarded/assigned to a pilot via PBS or DBMS.
22 b. "Adjusted line" means a pilot's initial line as modified by the line adjustment process.
23 c. "Regular line" means a line composed of training, vacation, leaves, rotations and/or
24 days-off.
25 d. "Reserve line" means a line composed of training, vacation, leaves, reserve on-call
26 days and X-days.
27 e. "Blank regular line" means a regular line that is constructed without rotations.
28 f. "Specially created reserve line" means a reserve line that was not awarded/assigned in
29 the initial line awards.
30 g. **"Reduced lower limit line" (RLL) means a regular line with a value that is less**
31 **than the lower limit of a pilot's LCW and that is awarded upon request under**
32 **Section 23 D. 10. Exception to a pilot who cannot be awarded a regular line**
33 **within his LCW.**
34 7. "Line adjustment" means the process by which the Company removes a rotation(s) from
35 a regular pilot's line for the next bid period, which would otherwise create an FAR and/or
36 PWA conflict(s).

Section 4 – Minimum Pay And Credit Guarantees

8. “Line guarantee” means a line holder’s minimum pay and credit entitlement in a bid period.
9. **“Pro rata portion of the reserve guarantee” means the reserve guarantee for a position divided by the number of days in a bid period.**
10. “Reserve day” means a day on which a reserve pilot is scheduled to be on either an on-call day or an X-day.
11. **“Reserve pro rata share” means the reserve guarantee divided by the associated number of on-call days in a full bid period on a reserve line.**

B. Regular Line Guarantee

1. The line guarantee of a regular pilot will be the lesser of:
 - a. the scheduled credit of his adjusted line,
 - b. 65 credit hours, or
 - c. his block hour limitation.
- ~~Exception~~**Exception one: A pilot holding an RLL will, at his option, be guaranteed the lower limit of his LCW (see Section 23 D. 19.).**
- Exception two:** A pilot holding a blank regular line is not entitled to a line guarantee.
2. A regular line guarantee will be computed at the pay rate(s) of the aircraft model(s) shown on the pilot’s adjusted line. If multiple aircraft models are shown on such line, the pilot’s line guarantee will be prorated. Such prorate will be based upon the amount of scheduled credit for each aircraft model shown on such line.
 3. A regular line guarantee will be reduced by:
 - a. pay and credit for a rotation(s) (or a portion thereof) dropped due to an unpaid leave(s) of absence (including a personal drop(s)) or furlough, or
 - b. the net reduction in pay and credit resulting from a swap(s).
 4. An international small-category pilot who is assigned (i.e., not awarded as the result of a bid) a regular line with scheduled credit less than 65 hours will receive a reserve line guarantee in lieu of a regular line guarantee.

C. Reserve Line Guarantee

1. The line guarantee of a reserve pilot for credit purposes will be ~~70~~**his ALV minus two hours, but no less than 72 hours and no more than 80** hours, and for pay purposes, will be the total dollar value determined as follows:
 - ~~a) 70 hours~~**a) his ALV minus two hours, but no less than 72 hours and no more than 80 hours**
 - minus*
 - b) his accumulated credit in the bid period, the result of which will be *multiplied by*
 - c) the hourly rate of the highest paying aircraft model that all pilots in his category may be required to fly in the bid period, the result of which will be *added to*
 - d) the dollar value of his accumulated credit in the bid period.

Section 4 – Minimum Pay And Credit Guarantees

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

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

Exception one: A reserve line guarantee will be reduced ~~1/30th or 1/31st~~ **by a pro rata portion of the reserve guarantee** for each vacation day (as provided under **Section 7 G. 2)**) and for each CQ training day (as provided under **Section 11 B. 2.)**.

Exception two: A reserve line guarantee will be reduced by ~~1/18th~~ **a reserve pro rata share** for each on-call day(s) removed from a pilot's line **after initial line awards** due to an unpaid leave(s) of absence (including a personal drop(s)) or furlough).

Exception three: The reserve line guarantee of a pilot who is ~~unavailable for a reserve assignment due to fatigue while awarded an additional~~ on-call **day(s) under Section 23 T. 5.** will be ~~reduced~~ **increased** by ~~1/18th of a reserve pro rata share~~ **for each on-call day awarded.**

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

2. A pilot who is assigned a specially created reserve line will receive a pro rata portion of the reserve guarantee for each such day of unavailability (i.e., not the duration of the reserve assignment he was unable to accept).on-call day and X-day on his schedule.

~~2. A pilot who is on a reserve line for a portion of a bid period will receive a reserve line guarantee that is prorated based on 1/18th of the reserve guarantee for each on-call day on his schedule.~~

D. Line Guarantee-Unassigned Pilots

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

E. Company-Removal Guarantee

1. If the Company removes a regular pilot from a rotation or portion thereof after completion of the line adjustment process for the convenience of the Company, the pilot will receive pay and credit for the scheduled credit of the removed rotation or portion thereof, plus his accumulated credit for any portion of such removed rotation flown. If such rotation included an international operation(s), the pilot will also receive international pay for the scheduled block time or deadhead time of the international operation(s). The phrase "convenience of the Company" does not include:

- a pilot-initiated removal (e.g., absence under **Section 13**, sick or accident leave, vacation, personal drop, Association business, failure to report as scheduled, swap, participation in a grievance or a System Board), or a removal due to,
- IROPS (for pay and credit treatment, see **Section 4 F.**)
- his training (for pay and credit treatment, see **Section 11 B.**)

Section 4 – Minimum Pay And Credit Guarantees

- d. his OE - or another pilot's OE (for pay and credit treatment, see **Section 11 B.** and **Section 23 G. 5.**)
- e. the removal of a rotation(s) in one bid period caused by an FAR/PWA conflict resulting from a white slip or yellow slip awarded to him in the prior bid period (see **Section 23 P. 7. f. Exception two**, and **Section 23 T. 3. a. 1) Exception two**)
- f. change or removal of an asterisk rotation (for pay and credit treatment, see **Section 4 F. 6.**)
- g. low-time pilot pairing (for pay and credit treatment, see **Section 4 F.**)
- h. a conflict with his reserve assignment (for pay and credit treatment, see **Section 4 E. 2.**)
- i. a removal from recovery or reroute flying (for pay and credit treatment, see **Section 4 F.**)
- j. disciplinary suspension
- k. the removal of a rotation under **Section 23 P. 10. a.** (proffered white slip), **Section 23 P. 13.** (white slip errors and omissions) and **Section 23 Q. 14.** (green slip errors and omissions)
- l. witness/representative appearance (for pay and credit treatment, see **Section 17 B.**)
- m. failure to complete training (for pay and credit treatment, see **Section 11 B. 6.** and **7.**)
- n. failure to meet physical standards (for pay and credit treatment, see **Section 15 C.**)
- o. failure to be in possession of required FAA and travel documents at report for the first duty period of a rotation (e.g., FAA Medical Certificate, FAA Airman Certificate, passport, visas)
- p. retirement, death, furlough, or termination.
- q. over-age-60 conflict pairing (for pay and credit treatment, see **Section 4 F.**).
2. A regular pilot who is removed from a rotation due to a conflict with a reserve assignment will receive pay and credit for the greater of the scheduled credit of the rotation removed or the credit accumulated on the regular portion of his line from such reserve assignment.

F. Rotation Guarantee

1. After completion of line adjustment, a regular pilot who is unable to fly a rotation or portion thereof that originates on his regular line, due to IROPS or an FAR or PWA conflict, will receive pay and credit for the greater of:
 - a. the scheduled credit of such rotation, or
 - b. his accumulated credit for:
 - 1) recovery flying under **Section 23 K.**, or
 - 2) the rerouted rotation flown under **Section 23 L.**

Exception: A pilot who is removed from a rotation due to an FAR and/or PWA conflict created by a white slip or yellow slip award from the prior bid period will not be entitled to a rotation guarantee for such removed rotation (see **Section 23 P. 7. f. Exception two** and **Section 23 T. 3. a. 1) Exception two**).
2. A pilot who is eligible for a rotation guarantee may be assigned flying or deadheading under **Section 23 K.** or **Section 23 L.**
3. A pilot who is eligible for a rotation guarantee and is assigned flying under **Section 23 K.** or **Section 23 L.** may be entitled to lodging. (see

Section 4 – Minimum Pay And Credit Guarantees

Section 5 E. 1.)

4. The pay and credit of a pilot who is eligible for a rotation guarantee and who has performed recovery or reroute flying will be computed and applied as of the completion date of the rotation flown.
 5. The pay and credit of a pilot who is eligible for a rotation guarantee for a transition rotation and who has performed:
 - a. reroute flying, will be computed and applied as of the completion date of the rotation flown. If the pilot is on reserve on such completion date, the rotation guarantee will be offset against his reserve guarantee.
 - b. recovery flying will be computed and applied:
 - 1) as of the scheduled dates of his original rotation, if the pay and credit of his recovery flying is less than that of the original rotation, and
 - 2) as of the completion date of the recovery flying, if the pay and credit of his recovery flying is more than that of the original rotation.
- Note: Such pilot may request that Crew Scheduling apply credit hours from the subsequent bid period to the prior bid period in order to recoup an amount equal to the credit hours that were scheduled to occur in the transition rotation within the prior bid period (not to exceed the applicable white slip pickup limit). The subsequent bid period will have a corresponding number of credit hours reduced from the total credit hours for that bid period.
6. Asterisk Rotations – The rotation guarantee of an asterisk rotation will be based on the portion of the rotation (as originally published in the bid package) that is contained within the bid period.
 7. For purposes of a rotation guarantee, a rotation(s) added to a regular pilot's line as the result of **Section 4 F. 7. a. - e.**, will be part of his regular line:
 - a. inverse assignment with or without conflict under **Section 23 N.** or **O.**,
 - b. swap with the pot under **Section 23 H.**,
 - c. white slips under **Section 23 P.**,
 - d. green slips or green slips with conflict under **Section 23 Q.**,
 - e. a rotation swap between regular pilots.

G. Mixed Aircraft Model Guarantee

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

EXAMPLE:

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

(8) 777s divided by [(8) 777s + (21) 767-400s] = .2759

(21) 767-400s divided by [(8) 777s + (21) 767-400s] = .7241

.2759 multiplied by 777 rate of \$215.73 = \$59.52

.7241 multiplied by 767-400 rate of \$203.77 = \$147.55

Section 4 – Minimum Pay And Credit Guarantees

\$59.52 + \$147.55 = \$207.07

Composite hourly rate for a 12 year Captain on 777 and 767-400 models is \$207.07.

H. Suit-Up Pay and Credit

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

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

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

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

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

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

I. Miscellaneous Guarantee

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

1 SECTION 5

2
3 LODGING AND EXPENSES

4
5 A. Definitions

- 6
7 1. "Domestic per diem" means the hourly meal allowance for time away from base that is
8 applicable to a pilot while engaged in domestic operations.
9 2. "International per diem" means the hourly meal allowance for time away from base that
10 is applicable to a pilot while engaged in international operations.
11 Note: An international category pilot assigned to training away from base will receive
12 domestic per diem.
13 3. "Time away from base" means the period beginning with report at base and ending upon
14 release at base.
15 Exception: The "time away from base" of a pilot who is assigned to training away from
16 base will end at block-in at his base.
17 Note: See *Section 11 I. 3.* (travel to training) and *Section 23 P. 8.* (out-of-base white
18 slips).
19

20 B. Per Diem

- 21
22 1. Domestic per diem:
23 a. \$2.00
24 b. **\$2.10 effective January 1, 2013**
25 c. **\$2.20 effective January 1, 2014-**
26 2. International per diem:
27 a. \$2.50
28 b. **\$2.60 effective January 1, 2013**
29 c. **\$2.70 effective January 1, 2014-**
30 3. A pilot who is assigned to training away from his base that includes a break in training of
31 at least 48 hours will receive per diem for the time of such break if he notifies the
32 Company of his intention to remain at the training location during the break.
33

34 C. Crew Meals

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

- 38 1. an international operation involving an ocean crossing,
39 Note: All flights involving an ocean crossing scheduled for over five hours and thirty
40 minutes block-to-block require at least one main course meal and such flights that exceed
41 12 hours block-to-block require not less than two main course meals.
42 2. an operation scheduled for over five hours and thirty minutes block-to-block, and
43 3. an operation comprising a roundtrip to or from an airport, or between airports, outside the
44 contiguous 48 states of the United States in a single duty period.
45 Note: A pilot will only be provided such meal on one of the two flight segments.
46

Section 5 – Lodging & Expenses

D. Other Expenses

1. The Company will reimburse a pilot for the following, if they are required by the Company:
 - a. Passport application, renewal and expedited renewal fees charged by the U.S. Department of State.
 - b. Passport photograph fees.
 - c. Visa application fees charged by a foreign country.
 - d. Vaccination fees charged by a medical facility.
2. A vaccination recommended by a pilot's personal physician will be a covered expense under the pilot's medical plan (Delta Health Plan, DPMP or HMO).
3. The Company will reimburse a pilot for additional reasonable expenses related to an extraordinary condition.

E. Lodging

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

Section 5 – Lodging & Expenses

- 3) the replacement flying is scheduled to ~~be conducted within~~**depart in** the same ~~duty period for the original rotation~~**following day**.
- d. ~~at his base, provided:~~
 - 1) ~~the pilot reports for duty and is assigned recovery flying under *Section 23 K. 1.*,~~
 - 2) ~~he is released without having flown,~~
 - 3) ~~he receives a break in duty,~~
 - 4) ~~he is assigned a new report in the same day, and~~
 - 5) ~~the new release is later than the release of his original duty period.~~
- d. at a station (at or away from base) at which the pilot is scheduled for block-in to block-out time of more than five hours (upon the pilot's request).
Exception: If travel time to a co-terminal is part of the scheduled block-in to block-out time, the pilot will be provided lodging (upon his request) if the total ground time is more than the sum of five hours plus the ground travel time under *Section 8 B. 3*.
- e. at his base upon request, provided:
 - 1) the pilot is scheduled to operate a MAC rotation, and
 - 2) the report of the MAC rotation has been delayed more than five hours pursuant to *Section 23 G. 4. Note*.
2. A pilot will check in and out of hotels, thereby informing hotel personnel of the identity of pilots then occupying hotel rooms.
3. A pilot will pay for his incidental lodging expenses (e.g., telephone charges, room service, movies, etc.) at the time of check-out. The Company will not reimburse a pilot for such incidental expenses.
4. If Company arranged lodging at a layover station is not available, a pilot may arrange other lodging. The Company will reimburse a pilot for the actual reasonable expenses of such lodging.
5. The Company will provide transportation between a lodging facility and the airport or other work location. If transportation is not provided, or is delayed more than 20 minutes, a pilot may arrange his own transportation and the Company will reimburse him for his actual necessary transportation expenses.
6. The MEC Hotel Committee will have the right to meet with the Senior Vice President-Flight Operations or his designee concerning lodging accommodations.
7. No changes will be made to existing accommodations without 30 days prior notice to the MEC Hotel Committee or MEC Chairman, unless existing lodging or transportation arrangements become unavailable.
8. Crew Accommodations will provide the MEC Hotel Committee a minimum of 120 days advance written notice of scheduled expiration dates of hotel contracts and, under normal circumstances, a list of potential replacement hotels. The MEC Hotel Committee may, within 30 days thereafter, submit **its** desired list **of** deletions and/or additions to Crew Accommodations. Crew Accommodations will give due consideration to such input and will meet and confer with the committee to resolve any disputes. This process is intended to result in the selection of mutually acceptable lodging accommodations.
9. ~~In all domestic markets, the~~**The** preference for a layover hotel will be a branded hotel that is affiliated with a national **or international** chain.
 - a. The MEC Hotel Committee may, at its discretion, conduct quarterly reviews of ~~each domestic hotel~~**each hotel** that is not affiliated with a ~~national~~ chain (non-brand hotel). If as a result of such review, the MEC Hotel Committee determines that a non-brand

Section 5 – Lodging & Expenses

hotel is not able to provide acceptable accommodations, the Company will conduct a new analysis of that market within 45 days and present its findings to the MEC Hotel Committee in order to receive their input. This process is intended to result in the selection of mutually acceptable lodging accommodations.

- b. In all contracts for ~~domestic~~ hotels entered into on or after ~~July 1, 2006~~ **DOS**, the Company will include a clause in the hotel contract that provides the right to terminate the contract in the event the hotel ends its affiliation with a national **or international** chain.

10. A pilot scheduled for a layover of more than 12 hours (block-to-block) will receive lodging at a downtown hotel.

Exception one: Such lodging may be provided at a hotel in the vicinity of the airport if the MEC Hotel Committee has approved the use of such hotel in connection with the layover.

Exception two: During irregular operations, the Company will attempt to provide lodging at a Company-approved downtown hotel.

11. In all contracts for hotels entered into on or after ~~October 30, 2008~~ **DOS**, the Company will use its best efforts to negotiate free internet access for pilots while on layover.

12. If there is no Company-approved hotel in a layover location on a MAC rotation, Crew Accommodations will coordinate with the MEC Hotel Committee Chairman to discuss a list of acceptable alternate facilities with priority given to a property affiliated with a national or international chain. Such discussion may be accomplished before the actual need arises to expedite the needed reservation process for a short-notice MAC request by the DOD.

13. Pilots with a layover period in NRT may be lodged at the Radisson Hotel Narita, provided that said hotel facility, or any successor at that location, will at all times:

- a. **meet or exceed the requirements of *Section 5 E.*,**
- b. **have a modern health club, including well-maintained exercise and weight training equipment and swimming pool available for use by crewmembers,**
- c. **provide free, scheduled bus service (with seating for at least 11 passengers) to downtown Narita, with a minimum of three daily departures from the hotel and a minimum of three daily departures from downtown Narita at mutually agreed upon times,**
- d. **provide laundry services at the hotel, direct-billed to the Company,**
- e. **provide rental lockers at the current Narita flight kitchen location for use on a monthly basis, with the fee paid by payroll deduction. These lockers will be available for use by Company crewmembers (pilots and flight attendants) on a first come, first served basis, with a waiting list maintained, if necessary. This provision is not intended to require an increase in the number of lockers currently provided, which is 1,090 lockers,**
- f. **have a full service restaurant on premises, and**
- g. **diligently comply with a maximum room wait limit of 30-minutes, with any deviations from this standard to be promptly investigated by the Company to determine the cause, and then promptly fixed.**

14. Pilots with a layover period in AMS may be lodged primarily at the NH Galaxy Amsterdam, provided that said hotel facility, or any successor at that location, will at all times:

- a. meet or exceed the requirements of *Section 5 E.*,
- b. have a modern health club, including well-maintained exercise and weight training equipment available for use at no cost to pilots, and shall provide at least 20 well-maintained bicycles for use at no cost to pilots (which may also be used by other Company employees),
- c. provide scheduled van service to and from downtown Amsterdam with such service scheduled to operate every 15 minutes from each location between the hours of 4 PM and 11 PM local time and on demand at all other times. At least three vans (seating at least seven passengers) will be maintained by the hotel for the use of Northwest personnel for transportation to and from downtown Amsterdam,
- d. provide Monday through Saturday laundry services at the hotel, direct-billed to the Company,
- e. provide rental lockers for pilot usage on a 3-months-at-a-time basis, with the fee paid to the hotel by the pilot,
- f. have a full service restaurant on premises, and
- g. diligently comply with a maximum room wait limit of 30-minutes, with any deviations from this standard to be promptly investigated by the Company to determine the cause, and then promptly fixed.

F. Laundry Expenses

Laundry expenses for a pilot will be reimbursed as follows:

1. A domestic category pilot is not entitled to laundry expense reimbursement.
2. An international category pilot who is engaged in international operations is eligible for reimbursement for laundry expenses incurred at a layover city if his rotation contains an ocean crossing and has a time away from base (TAFB) of 96 hours or more **as follows:**

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

Note: A receipt is required, which must be submitted through the electronic expense form, and

~~b. the maximum reimbursement is \$50.00.~~

Exception: An international pilot is not eligible for reimbursement of laundry expenses under *Section 5 F.* if he utilizes the direct-billing laundry service at NRT or AMS (as described in ~~LOA #10~~). ***Section 5 E. 13 d. and 14 d.***

1 SECTION 6

2
3 RELOCATION

4
5 A. Definitions

- 6
7 1. "Eligible family member," for the purposes of *Section 6*, means:
- 8 a. a relative who:
 - 9 1) resides in an eligible pilot's household,
 - 10 2) is dependent on the pilot for livelihood, and
 - 11 3) is claimed on the pilot's federal tax return as a dependent.
 - 12 b. an eligible pilot's spouse (including a person who is a domestic partner under the
 - 13 Delta Domestic Partner Program).

- 14 2. "Eligible move" means the actual movement of all of an eligible pilot's household goods
- 15 and personal effects from his former permanent residence to, and the establishment of,
- 16 his new permanent residence at, a location that is:
- 17 a. within the United States, and
 - 18 b. more than 50 straight line statute miles from:
 - 19 1) his former permanent residence, and
 - 20 2) the greater metropolitan area of his former base, as described in the then most
 - 21 recently published U.S. Census Bureau Metropolitan Areas Definition (See
 - 22 www.census.gov/population/www/estimates/metrodef.html).

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

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

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

26 new base.

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

Section 6 - Relocation

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

B. Relocation Benefits

1. Subject to the limitations in **Section 6 B. 2.**, an eligible pilot will be provided the following relocation benefits:
 - a. Household Goods and Personal Effects

The cost of packing, crating, ~~and~~ transporting, **and storage of** up to 24,000 pounds of the pilot's household goods and personal effects, when arranged by the Company with a recognized public moving and storage company, from his former permanent residence to his new permanent residence ~~or, at his option, from his former permanent residence to a storage facility in the vicinity of his former or new permanent residence~~ **and subsequently to his new permanent residence.**

Note: Company paid expenses under **Section 6 B. 1. a.** will not exceed the expense of moving the straight line statute mile distance between the airfield reference points at the former base and the new base **plus up to one month of storage expense.**
 - b. Motor Vehicle(s)
 - 1) The cost of transporting up to two motor vehicle(s), from the pilot's former permanent residence to his new permanent residence, provided:
 - a) there are at least 600 straight line statute miles between:
 - i) the airfield reference points at his former base and his new base, and
 - ii) his former permanent residence and his new permanent residence, and,
 - b) such vehicle(s) is:
 - i) no more than 10 model years old,
 - ii) in driving condition,
 - iii) licensed to operate on public highways,
 - iv) registered in the name of the pilot or spouse,
 - v) insured, and
 - vi) not classified for insurance purposes as classic or collector.
 - 2) If such vehicle(s) is driven during the move:
 - a) enroute tolls and parking charges, and
 - b) mileage expenses at the rate of ~~20~~**55** cents per mile, not to exceed the lesser of the straight-line statute mile distance between:
 - i) the airfield reference point at his former base and his new base, or
 - ii) his former permanent residence and his new permanent residence.

Section 6 - Relocation

c. Passes

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

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

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

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

d. Lease Cancellation

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

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

e. Insurance

The Company will provide insurance coverage for the:

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

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

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

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

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

Section 6 - Relocation

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

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

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

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

f. COMAT

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

- 1) The following may not be shipped COMAT:

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

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

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

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

g. Miscellaneous Expense Allowance

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

~~h. Real Estate Commission Upon Sale of Permanent Residence~~

~~The real estate commission incurred by him upon the sale of his permanent residence as the result of being converted from a displacement (that occurs after October 30, 2008) from a base that is closed within 24 months after October 30, 2008, will be reimbursed in an amount not to exceed \$35,000, upon submission of reasonable documentation.~~

2. Limitations

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

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

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

- 2) include the cost of moving planes, motor homes, campers, boats, golf carts, jet skis, trailers, garden tractors and accessories, model trains, doll houses, children's playhouses, hot tubs, whirlpool baths, pools and associated equipment, foods, plants, flowers, dry flower arrangements, large artificial plants or trees that require crating to transport, perishable items, pet kennels, fencing, fish, aquariums over 20 gallons, paint, beer, wine, liquor,

Section 6 - Relocation

- 1 flammable articles, explosive articles, dangerous goods, property liable to
- 2 damage other property, art works, furs, sculptures, paintings, passports,
- 3 money, notes, securities, bullion, precious stones, jewelry, stamps or coins,
- 4 salesman's samples, merchandise for sale or exhibit, wood burning stoves,
- 5 stove pipes, firewood, building materials, decorative rock, farm tractors,
- 6 farm equipment, grain, storage buildings, excess tools or shop equipment,
- 7 cement yard furnishings or other items too large or heavy to be handled
- 8 safely by the movers, firearms, ammunition.
- 9 3) include the cost of moving more than two, in any combination, of the
- 10 following:
- 11 a) motorcycles.
- 12 b) motor bikes.
- 13 c) snowmobiles.
- 14 d) all-terrain vehicles.
- 15 b. An eligible pilot will not be reimbursed for expenses that are:
- 16 1) incurred:
- 17 a) prior to the awarding of the VD or MD that created his eligibility for
- 18 relocation benefits or the issuance of a recall from furlough letter, or
- 19 b) while the pilot is on medical leave, personal leave, military leave, disciplinary
- 20 suspension, furlough or receiving benefits under the D&S Plan,
- 21 or
- 22 2) submitted to Relocation Services more than ~~60 days~~ **60 days** from the date the
- 23 expense was incurred.
- 24 c. If both the pilot and spouse are eligible pilots, relocation benefits will be reimbursed
- 25 for the family as a unit, unless the pilot and spouse are maintaining separate
- 26 permanent residences.
- 27 d. A pilot who has not signed and submitted a Standard Repayment Agreement will not
- 28 receive relocation benefits (including the Company-arranged movement of household
- 29 goods or vehicles).
- 30

C. Forfeiture

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

Section 6 - Relocation

- 2) does not actually complete an eligible move within the 24 month period specified in **Section 6 C. 1. a.**,
- b. he elects to move prior to his projected date of conversion and such conversion does not occur, or
- c. he does not actually complete an eligible move within the 24 month period specified in **Section 6 C. 1. a.**

D. Travel Time

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

E. General

1. Upon completion of his OE, a probationary pilot will be permitted to ship to his first base up to 1000 pounds of boxed household goods and personal effects via COMAT in accordance with standard Company COMAT shipping regulations.
2. An eligible pilot will **contact Relocation Services to be provided the required forms to complete and submit the following forms, which are. Contact information for Relocation Services is available on DeltaNet or by contacting the Flight Operations website: CPSC.**
 - ~~a. Form 2506C Approval for Pilot Relocation Benefits~~
 - ~~b. Moving Company Authorization Form~~
 - ~~c. Pilot Relocation Reimbursement Request~~
 - ~~d. Standard Repayment Agreement~~
 - ~~e. Affidavit of Permanent Residence.~~
3. Reimbursement will be added to a subsequent paycheck following approval by the Relocation Services Department and processing through Accounts Payable.
4. ~~Relocation reimbursement requests are to be submitted to Relocation Services via the fax number of 404-715-3340 using the Pilot Relocation Reimbursement Request form. Expense statements and receipts must be submitted within 60 days from the date the expense was incurred.~~
 - ~~a. Copies of receipts via fax will be accepted.~~
 - ~~b. A pilot must print his name, payroll identification number, new base and department number on all expense statements and direct billing documents.~~

Section 6 - Relocation

5. Relocation Services Contacts:

Company Mail Address:	U.S. Mail Address:	Overnight / FedEx Address:
Relocation Services Department 951-S ATL (404-715-4460) (Inter-city ext. 625-4460) (FAX Inter-city ext. 625-3340)	Relocation Services Delta Air Lines, Inc. Department 951-S 1000 Toffee Terrace Atlanta, GA 30354	Relocation Services Delta Air Lines, Inc. Department 951-S 1000 Toffee Terrace Atlanta, GA 30354 (404-715-4460) (FAX 404-715-3340)

1 SECTION 7

2
3 VACATIONS

4
5 A. Definitions

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

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

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

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

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

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

- 24 6. "Vacation bank hours" means the hours in a pilot's vacation bank. Such vacation bank
25 hours will be equal to 3:1500 for each day of a pilot's earned vacation, together with
26 purchased and supplemental vacation for use in the current vacation year.

- 27 7. "Vacation period" means a portion(s) of the combination of a pilot's earned, purchased
28 and supplemental vacation that is designated by the pilot as:

- 29 a. primary,
30 b. secondary,
31 c. tertiary, ~~or~~
32 d. quaternary, **or**
33 **e. quinary.**

- 34 8. "Vacation year" means the period that begins on April 1st each year and ends on the
35 following March 31st.
36

Section 7 - Vacations

B. Earned Vacation and Vacation Bank Hours

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

Years of Continuous Employment Completed before April 1 st of Vacation Year	Earned Vacation	Vacation Bank Hours
1 - 5	2 weeks	452:300
6 - 11	3 weeks	683:1500
12 - 18	4 weeks	9184:00
19 or more	5 weeks	11305:4500

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

Date of Employment From:	Earned Vacation	Vacation Bank Hours
March 16 th to March 31 st	None	None
February 16 th to March 15 th	1 day	3:1500
January 16 th to February 15 th	2 days	6:300
December 16 th to January 15 th	3 days	9:4500
November 16 th to December 15 th	5 days	165:2500
October 16 th to November 15 th	6 days	198:300
September 16 th to October 15 th	7 days	224:4500
August 16 th to September 15 th	8 days	264:00
July 16 th to August 15 th	9 days	297:1500
June 16 th to July 15 th	11 days	353:4500
May 16 th to June 15 th	12 days	396:00
April 16 th to May 15 th	13 days	4239:1500
April 1 st to April 15 th	14 days	452:300

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

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

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

Section 7 - Vacations

C. Vacation Period Selection

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

Period	Posting Deadline	Bid Closing	Bids Awarded
Primary	January 1 st	January 8 th	January 15 th 12th
Secondary	January 15 th 12th	January 22 nd 19th	January 29 th 23rd
Tertiary	January 23rd	January 30th	February 3rd
Quaternary Tertiary	January 29th February 3rd		•
Quaternary Quaternary	February 12 th 14th	February 19 th 21st	February 26 th 25th

3. A pilot will bid his vacation based on the category he:
 - a. holds on January 31st, or
 - b. is scheduled to be converted to, on or before January 31st.
4. Pilots will be awarded vacation periods in seniority order in each category.
5. The Company will assign a vacation period(s) to a pilot who is not awarded a vacation period(s) through the vacation bidding process.
6. Every week of a vacation year will:
 - a. begin on Sunday, commencing with the first Sunday of the vacation year.
 - b. be available for a ~~primary~~**at least one percent of the total number of** vacation **periods to be awarded** in ~~every~~**a** category- **(reduced to the closest integer, but no lower than one).**

Section 7 - Vacations

7. A pilot who:

a. converts into another category pursuant to:

1) ~~an advance entitlement or voluntary displacement:~~

~~a) will be notified via DBMS to re-bid his unused vacation period(s) through the vacation move-up process.~~

~~b) will change any previously awarded and unused vacation period(s) through the vacation move-up process.~~

~~c) may be assigned an available vacation period, in inverse seniority order, if he does not change his previously awarded and unused vacation period(s) through the vacation move-up process.~~

2) ~~a mandatory displacement~~, may retain his previously awarded unused vacation period(s).

b. is awarded an AE or VD that requires qualification training that conflicts with a scheduled vacation period may:

1) re-bid the vacation period through the vacation move-up process,

Note: A pilot who will re-bid such vacation period must so notify Crew

Resources within ten days of the date of issuance to him of notice of such conflict.

In the absence of such notification to Crew Resources:

a) the pilot's earned vacation will be reduced by the number of days in such vacation period, and

b) he will receive pay, under **Section 7 G. 3. b.**, in lieu of such vacation period not taken.

or

2) retain such vacation period as follows:

a) The vacation retention requests of pilots awarded the same position with same award date, who entered such requests as part of their standing bids for such AE or VD, will be granted in seniority order to the extent that the Company is able to assign another pilot(s) to the available training period(s) by a date certain, which is seven days prior to the award of lines for the bid period in which the training is scheduled to commence.

b) The vacation retention requests of pilots that are made after such award date, may, at the discretion of the Company, be granted.

Note: In either case, if such request is granted, the pilot will not receive pay protection if he is converted out of seniority order (see **Section 22 E. 9. c. 1**) delay of training at pilot request).

D. Vacation Move-Up

1. After the awarding of quaternary vacations, a pilot may request, via DBMS, to change an awarded vacation period(s) to another vacation period that is determined by the Company to be available.

2. Vacation move-ups will be awarded to pilots each month (by category, in seniority order) as follows:

a. Vacation move-up:

1) bidding will close on the date and time specified in **Section 23 B.**

2) awards will be posted on the date specified in **Section 23 B.**

Section 7 - Vacations

b. Vacation move-ups will be awarded in seniority order with the following priority:

- 1) Pilots requesting to change a primary vacation.
- 2) Pilots requesting to change a secondary vacation.
- 3) Pilots requesting to change a tertiary vacation.
- 4) Pilots requesting to change a quaternary vacation.

5) Pilots requesting to change a quinary vacation.

3. A pilot will not be awarded a vacation move-up:

- a. for a newly available vacation period that begins in the current or subsequent bid period.

Note: A pilot who is awarded a vacation move-up in the subsequent bid period that conflicts with an asterisk rotation will be removed from such rotation. He may:

- 1) **be guaranteed the scheduled value of the portion of the rotation in the current bid period, in which case he will have a recovery obligation under Section 23 K. for such portion, or**
- 2) **with the concurrence of Crew Resources, postpone the start date of his vacation to the day after release of such conflicting rotation.**

- b. if his previously awarded vacation period is longer than the newly available vacation period.

Note: Purchased and/or supplemental vacation days will not be considered as part of his previously awarded vacation.

- c. if the move-up would result in the pilot receiving more than ~~four~~**five** vacation periods in a vacation year.

Exception: A pilot may be awarded more than ~~four~~**five** vacation periods in a vacation year as a result of a move-up if the pilot's additional vacation period(s) was carried over from the previous vacation year (see **Section 7 F. 6. a.**).

E. Adjustments and Postponements

1. The starting date of an awarded vacation period may be adjusted upon mutual agreement between the pilot and the Company.

2. An awarded vacation may not be postponed unless such postponement is:

- a. due to unusual circumstances or Company requirements, or
- b. by mutual agreement between the pilot and the Company.

3. A postponed vacation period will be considered vacated and the affected pilot will be assigned an available vacation period.

Note: Such pilot may re-bid through the move-up process.

4. Purchased and supplemental vacation days will be placed, at pilot option, at the beginning or end of a vacation period for the subsequent vacation year.

Exception one: The Company may limit the number of purchased vacation days in a position in the April and/or May bid period(s) such that the total number of vacation hours in such position for such bid period will not cause the Company to be out of compliance with the staffing requirements under **Section 22 C.**

Exception two: A vacation period may only be expanded by a block of seven consecutive purchased or supplemental vacation days in:

- a. the December bid period, or

Section 7 - Vacations

b. the first ten days of January.

Note: Such expansion will constitute the bidding and awarding of a posted vacation week.

5. Upon mutual agreement between the pilot and the Company, a pilot may purchase vacation days (see *Section 12 O. 4. c.*) to be placed at the beginning or end of a vacation period for the current vacation year.
6. Supplemental days for the current vacation year may be placed at the beginning or end of a vacation period, by mutual agreement between the pilot and the Company.

F. Cancellation of Vacation

1. The Company will:

- a. not cancel an awarded vacation unless due to operational necessity, and
- b. make:
 - 1) every effort to avoid canceling an awarded vacation, and
 - 2) every reasonable effort to recall a furloughed pilot in order to avoid cancellation of an awarded vacation.

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

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

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

3. The Company:

- a. may reinstate a cancelled vacation with 30 days advance written notice.
- b. will not reinstate a previously canceled vacation period with less than 30 days notice without the pilot's consent.

4. A pilot whose vacation is canceled may:

- a. not displace another pilot from an awarded vacation period.
- b. be awarded a new vacation through the vacation move-up process.

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

- a. the pilots in the affected category(ies) will be afforded the option, in order of seniority, to voluntarily cancel their awarded vacation period(s).
- b. the remaining cancellation of vacation periods will be conducted (if necessary) in inverse seniority order.

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

- a. carry the vacation time over into the succeeding vacation year, or
- b. accept pay, under *Section 7 G. 3. b.*, in lieu of such vacation not taken.

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

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

Section 7 - Vacations

- b. accept pay, under **Section 7 G. 3. b.**, in lieu of such vacation not taken.
8. A pilot who ~~is rerouted~~ **flies** into his vacation period **due to a reroute or late operations** may, at his option, place the lost vacation day(s) at the end of the affected vacation period (without a reduction from his vacation bank hours for any rotation removed to accommodate such placement of lost vacation days), or add the lost vacation day(s) to the beginning or end of a subsequent vacation period.
9. A pilot who is rerouted into a scheduled vacation period, **or whose vacation is cancelled**, will be reimbursed for nonrefundable deposits and fees (e.g., accommodations, transportation, guides, instructors, rental vehicles or equipment) up to a maximum of ~~\$1,000~~ **\$500**, provided the pilot makes every reasonable effort to obtain a refund and submits proof satisfactory to his Chief Pilot that refund of such deposit/fee is not possible.
Exception: No reimbursement will be due in the event the reroute is caused by a circumstance over which the Company does not have control (e.g., pilot's origin or destination airport closed, weather on pilot's routing, mechanical on pilot's assigned aircraft).
10. Based on operational necessity as reasonably determined by the Company, the Company may proffer to liquidate a vacation period(s) in a category following notification to the MEC Scheduling Committee Chairman. This proffer may be made no earlier than sixty days prior to the affected bid period.

G. Vacation Pay

1. To the extent of his available vacation bank hours, a regular pilot will be paid 3:~~1500~~ for each day of his vacation.
2. To the extent of his available vacation bank hours, a reserve pilot will be paid 3:~~1500~~ and his reserve guarantee will be reduced by ~~1/30th~~ **or 1/31st a pro rata portion of the reserve guarantee** for each day of his vacation.
3. A pilot will:
 - a. not receive pay for a vacation day(s) in excess of his vacation bank hours.
 - b. receive pay for the balance of his vacation bank hours on each March 31st, at the composite hourly rate for the category held by the pilot in such March bid period.
 - c. receive pay for the value of the hours remaining in his vacation bank and any accrued vacation at the rate of the category for the last bid period in which he performed service as a pilot if he:
 - 1) retires.
 - 2) has commenced medical leave of absence and makes a request for such pay.
 - 3) dies.
 - d. receive pay for the value of the hours remaining in his vacation bank (but will be ineligible for any accrued vacation) at the rate of the category for the last bid period in which he performed service as a pilot if he voluntarily resigns with notice.

H. Vacation Swap Board

A pilot may swap vacations with another pilot in the same category. A pilot must submit his request to swap a vacation via email to pilotvacation.dal@delta.com. The

request must include the pilot's name, employee number, vacation period he is swapping, the name and employee number of pilot with whom he is swapping, and the dates of the vacation period of the pilot with whom he is swapping. Additionally, the following conditions apply:

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

Example:

Pilot A holds a vacation in June.

Pilot B holds a vacation in August.

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

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

1 SECTION 8

2
3 DEADHEADING

4
5 A. Definitions

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

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

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

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

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

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

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

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

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

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

35
36 B. Pay and Credit

- 37
38 1. A pilot who deadheads by air transportation on a flight segment(s) designated by the
39 Company will receive pay and credit at the applicable rate for the flight time of the
40 deadhead segment(s).
41 2. A pilot who utilizes an off-rotation deadhead will receive pay and credit at the applicable
42 rate for the scheduled time of the scheduled deadhead segment(s).
43

Section 8 - Deadheading

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

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

4. A pilot who deadheads by surface transportation between airport pairings not listed in **Section 8 B. 3.** will be paid \$12.50 per hour of travel time, on a minute by minute basis. Exception: A pilot who deadheads by surface transportation between airports separated by more than 30 road miles either immediately before or immediately after a military charter operation (whether or not an intervening layover occurred) will be paid one hour of pay.
5. If the Company utilizes two or more airports in other areas, either the Company or the Association may initiate conferences for the purpose of establishing ground travel time(s). If a travel time is not agreed upon within 30 days of the initiation of such conferences, the issue of the travel time will be submitted to the Delta Pilots' System Board of Adjustment, sitting with a neutral arbitrator, for determination. Pending a decision of the Board, the travel time will be the American Automobile Association published travel times.

C. Effect on Duty Rigs

1. When a domestic category pilot deadheads by air transportation at the beginning of a duty period, his report for calculation of rotation credit and duty period credit, will be the later of his actual report or 630 minutes (90 minutes for an off-line deadhead(s) **other than a Delta Connection Carrier**) before the scheduled departure time.
2. When an international category pilot deadheads by air transportation at the beginning of a duty period, his report, for calculation of rotation credit and duty period credit, will be the report under **Section 12 A. 19. b.**
3. When a pilot deadheads by surface transportation at the beginning of a duty period, his report for calculation of rotation credit and duty period credit, will be the scheduled departure time of the surface transportation.

Section 8 - Deadheading

4. When a pilot deadheads by surface transportation at the end of a rotation, his release, for calculation of rotation credit and duty period credit, will be extended by the travel times in **Section 8 B. 3.** and **5.**, regardless of the actual travel time.
5. DPA pay and credit does not apply to a duty period consisting solely of a deadhead.
6. Reserve duty period average does not apply to a duty period consisting solely of a deadhead.

D. Modes of Transportation

1. A pilot will not be required to deadhead on an air carrier experiencing a labor dispute (strike) by pilots.
2. A pilot will not be required to deadhead on an air carrier experiencing a labor dispute (strike) by employees other than pilots, except in emergency situations. This does not preclude such deadheading as may be required to prevent disruption of the Company flight schedules.
3. A pilot who is scheduled to deadhead at the end of a rotation will be booked on the flight(s) scheduled to return him to his base as soon as possible.
4. A pilot who is scheduled to deadhead to a layover at the end of a duty period in which he has performed flying, will be booked on the flight(s) scheduled to place him at his layover as soon as possible.
5. Provisions concerning deadheading on an aircraft configured as a freighter are contained in LOA #11.

E. Off-Rotation Deadheads

1. A regular pilot may utilize an off-rotation deadhead at the beginning or end of a rotation.
2. A regular pilot is required to notify Crew Scheduling of an off-rotation deadhead at the beginning of a rotation within the 24 hours preceding the report of the scheduled deadhead segment.
3. A reserve pilot may utilize an off-rotation deadhead at the end of a rotation. He may utilize an off-rotation deadhead at the beginning of a rotation only with permission from Crew Scheduling.
4. A pilot who utilizes an off-rotation deadhead at the end of a rotation is required to give prior notification to Crew Scheduling. Such notice must be given as soon as possible after the arrival of the pilot's last flying segment prior to his scheduled deadhead. Such notice will be given via a voice response unit (VRU) or, at pilot option, via a call to Crew Scheduling.
5. A pilot who utilizes an off-rotation deadhead at the beginning of a rotation is required to report for duty at the departure airport of the first non-deadhead segment as follows:
 - a. one hour before the scheduled departure time of the first non-deadhead segment, or,
 - b. one hour and 30 minutes before the scheduled departure time of the first non-deadhead segment if that segment includes an ocean crossing.
6. The maximum on-duty time of a pilot who utilizes an off-rotation deadhead at the beginning of his rotation will be determined using the report in **Section 8 E. 5.**, or, if the pilot is given prior notice, the adjusted time.

Section 8 - Deadheading

- 1 7. The in-base break-in-duty under **Section 12 G.** for a pilot who utilizes an off-rotation
2 deadhead at the end of a rotation will be determined using the scheduled release of such
3 rotation.
- 4 8. A pilot who utilizes an off-rotation deadhead to travel from his base, or from a domestic
5 airport or an airport in the Hawaiian Islands (other than his base), in the vicinity of his
6 permanent residence at the beginning of a rotation will be provided positive space on-line
7 transportation if:
8 a. Company Business travel can be booked in TravelNet without overbooking,
9 b. the routing does not pass through the pilot's base,
10 c. the routing does not exceed the number of deadhead segments originally scheduled,
11 d. the routing is scheduled to arrive at a reasonable time before his required report under
12 **Section 8 E. 5.**, and
13 e. the routing provides for a subsequent flight that is scheduled to arrive at a reasonable
14 time before his required report under **Section 8 E. 5.** if the pilot's originally scheduled
15 routing provided for such a subsequent flight.

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

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

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

- 24 9. A pilot who utilizes an off-rotation deadhead at the end of a rotation to travel to:
25 a. his base prior to his scheduled deadhead will be provided positive space on-line
26 transportation if sales are authorized at the time of his attempted booking.
27 b. a domestic airport or an airport in the Hawaiian Islands (other than his base) in the
28 vicinity of his permanent residence will be provided positive space on-line
29 transportation if:
30 1) sales are authorized at the time of the attempted booking,
31 2) the routing does not pass through the pilot's base,
32 3) the routing does not exceed the number of deadhead segments scheduled, and
33 4) the flight segment(s) departs:
34 a) prior to the originally scheduled deadhead, or
35 b) on the same day as the originally scheduled deadhead.

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

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

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

- 43 10. Effect on per diem
44 a. When a pilot utilizes an off-rotation deadhead at the beginning of a rotation, his time
45 away from base begins at the later of his actual report or the scheduled report under
46 **Section 8 E. 5.**

Section 8 - Deadheading

- b. When a pilot utilizes an off-rotation deadhead at the end of a rotation, his time away from base ends upon his release from his last non-deadhead segment.
11. A pilot who utilizes an off-rotation deadhead will be provided lodging as shown on his rotation.
12. Upon his request, a pilot awarded a MAC rotation will be provided positive space on-line transportation (including DCI) between a domestic airport in the vicinity of his permanent residence and:
 - a. the location (other than his base and subject to maximum scheduled duty time limits) where he joins his rotation, and/or
 - b. the location from where he is scheduled to deadhead back to his base.

F. General

1. No deadhead will be booked on the jumpseat.
2. The Company and Association will meet at the Association's request to review the selection of air carriers for pilot deadheading. The recommendations of the MEC Chairman will be given due consideration by the Company in the selection of such air carriers. An air carrier that is being rejected for safety related reasons for transportation by the United States Department of Defense will not be utilized for pilot deadheading.
3. A pilot who is scheduled to deadhead on a non-ocean crossing flight segment, as scheduled or rerouted, whose duty period:
 - a. is greater than ten hours, and
 - b. includes a deadhead of at least 3:45 hours block-to-block will be assigned an ~~aisle seat in an exit row in the coach cabin if available~~ **seat in the following priority order**, at the time the rotation is constructed or the applicable deadhead leg is added to the rotation. ~~If an:~~
 - 1) ~~An aisle seat in an exit row is not available at such time.~~
 - 2) **A window seat in an exit row.**
 - 3) **An aisle seat elsewhere in the coach cabin.**
 - 4) **A window seat elsewhere** in the coach cabin ~~will be assigned. If.~~
 - 5) **A middle seat in an aisle exit row.**
 - 6) **Any seat in the coach cabin is not available, any coach seat may be assigned.**
4. A pilot scheduled to deadhead on an ocean crossing flight segment will be provided business class accommodations under **Section 16 D.**

1 SECTION 9

2
3 MISCELLANEOUS FLYING

4
5 A. Definitions

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

15
16 B. Pay and Credit

- 17
18 1. A pilot will be paid his composite hourly rate on all scheduled and all non-scheduled
19 flights.
20 2. An administrative pilot may fly a rotation or portion of a rotation that is removed from
21 open time. The pilot(s) who would otherwise have performed such flying will not
22 receive pay protection if such rotation:
23 a. was removed from open time within 96 hours of report, and
24 b. was available for at least one PCS run.
25 Exception: If such rotation is in same day or next day open time, then a PCS run is not
26 required.
27

28 C. Professional and Personal Flying

- 29
30 1. A pilot will devote his entire professional flying service to the Company.
31 2. A pilot may affiliate with the United States Armed Services.
32

33 D. Certificate Requirements

- 34
35 1. A pilot will have all required pilot and medical certificates in his possession when
36 reporting for flight duty.
37 2. A pilot will **submit FAX fax or mail** a copy of his most current medical certificate **in**
38 **accordance with the Flight Operations Manual, with his employee number, to 6, 404-**
39 **715-1760.** The certificate must be received on or before the 25th of the month during
40 which his medical certificate expires.
41 3. A pilot will not be paid or credited for any rotation or guarantee unless his certificates are
42 valid and correctly documented in DBMS.
43 Exception **one:** A Chief Pilot, the ~~System Manager~~ **Director - Line Operations—Flight**
44 **Operations**, or the **Managing** Director - ~~Flying~~ **Flight** Operations may waive these
45 requirements due to extraordinary circumstances.

Exception two: A pilot who has fully complied with the application procedure provided by the Company for a passport or visa and who has not received such passport or visa in the time allotted for such procedure will be paid and credited as shown on his line for a rotation(s) or on-call day(s) dropped due to such delay.

E. VF & FCF

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

1 SECTION 10

2
3 ADMINISTRATIVE PILOTS

4
5 A. Definitions

6
7 “Administrative pilot” means a pilot who is removed from a category for the purpose of
8 performing managerial, supervisory and/or administrative duties for the Company (e.g., a
9 pilot in a payroll department other than 030 or 031).

10 Exception: An instructor who does not perform managerial or supervisory duties (i.e., an
11 instructor in payroll department 052) is not an administrative pilot.
12

13 B. Return to the Line

14
15 An administrative pilot who returns to the line will:

- 16 1. transfer to any category that his seniority allows him to hold, and
17 2. convert into such category on the first day of the bid period.
18

19 C. Physical Examinations

20
21 An administrative pilot is covered by the medical review provisions under *Section 15*.

1 SECTION 11

2
3 TRAINING

4
5 A. Definitions

- 6
7 **1. “Advanced Qualification Program” (AQP) means the Company-administered and**
8 **FAA approved programs for all indoctrination, qualification, requalification, or**
9 **continuing qualification training at Delta Air Lines.**
10
11 2. “Aircrew program designee” (APD) means a pilot who is designated by the FAA to
12 administer type rating evaluations.
13
14 3. “Continuing qualification training” (CQ) means training necessary to maintain position
15 qualification under FAR 121.427 and the Company’s advanced qualification program
16 (AQP) standards.
17
18 4. “Continuous training” means the combination of:
19 a. training, and
20 b. associated periods of interruption of training of three consecutive days or less.
21
22 5. “CQ eligibility period” means a series of three consecutive calendar months in which a
23 pilot is eligible for CQ training.
24 a. “CQ early month” means the first calendar month in a pilot’s CQ eligibility period.
25 b. “CQ base month” means the second calendar month in a pilot’s CQ eligibility period.
26 c. “CQ grace month” means the third calendar month in a pilot’s CQ eligibility period.
27
28 6. “CQ golden days” means a block of five consecutive days during which a pilot will not
29 be scheduled for CQ.
30
31 7. “Distributed training” means training that is accomplished without a classroom, instructor
32 in a classroom, flight training device, flight simulator, or airplane. Distributed training
33 includes training material the Company requires a pilot to complete that cannot be
34 completed in conjunction with the normal course of preparing for flight. Examples of
35 informational materials that are not distributed training include, but are not limited to,
36 manuals updates (e.g., updates to FOM, Operations Manual 1 and 2, QRH, FCTM,
37 Airway Manual), flight crew bulletins, and flight operations bulletins.
38
39 8. “Entry level pilot” means a pilot who has not completed his initial OE at the Company.
40
41 9. “Evaluation” means a check of a pilot’s performance and/or proficiency pursuant to an
42 FAR or as part of the Company’s training including its Advanced Qualification Program
43 (AQP).
44
45 10. “FAA” means the Federal Aviation Administration.
11. “FARs” means the Federal Aviation Regulations.
12. “Functional check flight” (FCF) means flying that involves the planned use of abnormal
or “special” checklists and/or determinations of the airworthiness of major system items
or troubleshooting.
13. “Line check pilot” (LCP) means a pilot who is:
a. selected by the Company and designated by the FAA, and
b. authorized to administer evaluations during line operations.
14. “Non-seniority list instructor” (NSLI) means an instructor who is:
a. not on the seniority list, or

- b. currently receiving long term disability benefits under the D&S Plan (including the NWA LTD Plan).
15. "OE shadow period" means a period of unavailability that is applied to a pilot's line prior to initial line awards under **Section 11 F. 8.**, during which an award of a rotation(s) or on-call day(s) will be for pay purposes only. Any such rotation(s) will remain available to be awarded to another pilot in PBS.
16. "Operating experience" (OE) means performing the duties of Captain or First Officer under the supervision of an LCP under FAR 121.434 (c) and (f).
17. **"Proficiency check" (PC) means any of the following validation or evaluation events in the simulator or Flight Training Device administered under the AQP:**
- a. **Procedures Validation (PV)**
 - b. **Maneuvers Validation (MV)**
 - c. **Line Operational Evaluation (LOE)**
- Note: MV and LOE for a pilot obtaining a type rating are not proficiency checks.**
18. "Proficiency check pilot" (PCP) means:
- a. a pilot who is selected by the Company and designated by the FAA and authorized to administer proficiency checks in other than line operations, and/or
 - b. an NSLI who is selected by the Company and designated by the FAA and authorized to administer proficiency checks in other than line operations under **Section 11 D.**
19. "Pro rata portion of the ALV" means ~~the ALV for a share (1/30th position divided by the number of days in a 30-day bid period or 1/31st in a 31-day bid period) of the ALV.~~ **the ALV for a share (1/30th position divided by the number of days in a 30-day bid period or 1/31st in a 31-day bid period) of the ALV.**
20. **"Pro rata portion of the reserve guarantee" means the reserve guarantee for a position divided by the number of days in a bid period.**
21. "Qualification training" means training necessary to create a position qualification (i.e., initial, transition, upgrade, requalification, transoceanic ground school).
22. "Qualified SLI" means an SLI who can function as the instructor of record.
23. "Recency" or "recency of experience" means the requirement of a Captain or First Officer to make at least three takeoffs and landings within a 90-day period under FAR 121.439. ~~Satisfaction of this requirement is not training.~~
24. "Reestablishment of recency" means the training and checking required under FAR 121.439 to reestablish qualifications that have lapsed due to lack of recency.
25. "Rotation guarantee" means the pay guarantee under **Section 4 F.**
26. "Seniority list instructor" (SLI) means an instructor who is a pilot.
Exception: An instructor who is a pilot currently receiving long term disability benefits under the D&S Plan (including the NWA LTD Plan) cannot be an SLI.
27. "SLI duty period" means one of the following when performed by an SLI:
- a. one FTD or simulator period including brief and debrief.
 - b. one training and/or evaluation event in an aircraft including brief and debrief.
 - c. ~~two complete qualification training or evaluations.~~
 - d. a VF(s) and/or an FCF(s), not to exceed 10 hours.
 - e. a day of Company business away from his training center.
 - f. a duty period of up to 13 scheduled hours and 15 actual hours during which an SLI deadheads to and/or from a training location and performs SLI duties.
 - g. a period consisting solely of deadheading to or from a training location.
 - h. service as part of a crew complement for one FTD or simulator period, including brief and debrief.

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

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

28. “Theater qualification” means a program for qualification of international category Captains in a specified area of operation as set forth in the Airway Manual.

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

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

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

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

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

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

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

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

- ~~28. “Aircrew training instructor” (ATI) means a former NWA instructor who, on the day prior to October 30, 2008, performs training in classrooms and/or in flight training devices and flight simulators, and is:~~

- ~~a. not on the NWA seniority list, or~~

- ~~b. is on the NWA seniority list but is not an active pilot (e.g. on layoff, on leave, etc.)~~

B. Pay and Credit

1. Qualification Training

- a. A regular pilot, while assigned to qualification training:

- 1) will be paid and credited the greater of (or at his option, on a bid period to bid period basis, either of):

- a) rotations removed during periods of continuous training to:

- i. accommodate travel between his base and his training location when such training is conducted away from his base, and/or
- ii. accommodate such training, and/or
- iii. eliminate an FAR or PWA conflict that arises because of such training,

or

- b) the greater of:**

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- i. pro rata portion of the ALV at the rate of the highest paying aircraft model shown on his line for each training day-, **including training days on which his schedule shows “OFF” (not scheduled to attend training),**
 - ii. **X:XX at the rate of the highest paying aircraft model shown on his line for each training day, excluding training days on which his schedule shows “OFF” (not scheduled to attend training).**
 - 2) may (if not converted to his new category) be awarded/assigned a white slip, GS, or IA that is scheduled to release prior to commencement of such training. Such pilot will receive, in addition to pay and credit under *Section 11 B. 1. a. 1*):
 - a) pay and credit for the white slip, or
 - b) pay and credit/no credit (*Section 23 U. 1. a.*) for the GS, or
 - c) pay, no credit for the IA.
- b. A reserve pilot or an unassigned pilot, while assigned to qualification training, will be paid and credited **the greater of:**
 - 1) a pro rata portion of the ALV for each training day, including training days on which his schedule shows “OFF” (not scheduled to attend training), at the rate of the highest paying aircraft model shown on his line or if he has not flown during the bid period, the rate used to establish his reserve guarantee or unassigned pilot guarantee (see *Section 4*), or
 - 2) **X:XX for each training day, excluding training days on which his schedule shows “OFF” (not scheduled to attend training), at the rate of the highest paying aircraft model shown on his line or if he has not flown during the bid period, the rate used to establish his reserve guarantee or unassigned pilot guarantee (see *Section 4*).**
- c. A pilot, while assigned to qualification training:
 - 1) that extends into two or more bid periods, will be paid and credited in each bid period based on the type of line he holds (regular, reserve, or unassigned) in such bid period.
 - 2) who completes a rotation on the day in which he commenced training or originates a rotation on a day in which he completes training, will be paid and credited for such rotation in addition to pay and credit under *Section 11 B. 1. a. 1*.
- d. A pilot whose qualification training is canceled after the date of his line award will be treated as follows:
 - 1) A reserve pilot will be assigned to a specially created reserve line.
 - 2) A regular pilot will be assigned, at pilot option, to a:
 - a) specially created reserve line covering the period of his scheduled training, or
 - b) blank regular line covering the period of his scheduled training.
 - 3) a pilot who is assigned to a:
 - a) blank regular line under *Section 11 B. 1. d. 2) b)* will:
 - i. be permitted to construct a line from open time available at the time of assignment, without regard to *Section 23 P. 4*.
 - ii. not be guaranteed pay and credit for the value of his originally shown period of his scheduled training.

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

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

- 2) on a rotation, will receive pay, no credit of 3:15 **X:XX** regardless of the number of duty periods involved.
- b. The reserve guarantee of a pilot who is designated to satisfy his recency of experience requirement on an on-call day will be reduced **by a pro rata portion of the reserve guarantee** for each on-call day for which he receives recency of experience pay.
- c. A regular pilot who is designated to satisfy his recency of experience requirement on a rotation that conflicts with a rotation on his line will be removed from such conflicting rotation:
 - 1) will be subject to **Section 4 F.** (Rotation Guarantee), and
 - 2) may be required to fly the balance of such removed rotation.
- ~~d. While away from base, a pilot who is designated by the Company to satisfy his recency of experience requirement in a simulator will receive:~~
 - ~~1) per diem (based on a 30 minute report and block in at base),~~
 - ~~2) lodging, only if the simulator period and travel are not both scheduled to occur within the maximum scheduled duty time under **Section 12 D. 1.**, and~~
 - ~~3) positive space transportation to and from the simulator facility and any Company station.~~
4. Reestablishment of Recency
 - a. A pilot who has lost his recency due to his illness, or facility or equipment unavailability, and who is designated by the Company for training to reestablish his recency will receive:
 - 1) if he is a reserve pilot, pay, no credit of 3:15 **X:XX** for each day of such training, and will have his reserve guarantee reduced **by a pro rata portion of the reserve guarantee** for each day of such training on his on-call day(s),
 - 2) if he is a regular pilot who is returning from illness or has elected to receive such training on his day(s)-off, pay, no credit of 3:15 **X:XX** for each day of such training on his day(s)-off, or
 - 3) if he is a regular pilot, a rotation guarantee under **Section 4 F.** for any rotation (or portion thereof) removed from his line due to his loss of recency or that conflicts with such training. Such pilot may be required to fly the balance of such conflicting removed rotation.
 - b. A pilot who has lost his recency due to his unavailability for any reason other than his illness, and who is designated by the Company for training to reestablish his recency, will receive pay, no credit of 3:15 **X:XX** for each day of such training, and:
 - 1) if he is a reserve pilot, will have his reserve guarantee reduced **by a pro rata portion of the reserve guarantee** for each on-call day(s) during the period beginning on the day he lost his recency and ending on the day it was reestablished, or
 - 2) if he is a regular pilot, will not receive a rotation guarantee under **Section 4 F.** for any rotation removed from his line that originates during the period of time beginning on the day he lost his recency and ending at the time it was reestablished.
5. Operating Experience

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- 1 a. A pilot who is assigned to OE will, at his election, be paid and credited the value of:
- 2 1) his OE rotation(s) flown at the rate applicable to the aircraft model(s) flown, or
- 3 2) the rotation(s) removed to accommodate his OE, at the rate applicable to the
- 4 aircraft model(s) flown.
- 5 Note: Such pilot will be paid and credited the greater of *Section 11 B. 5. a. 1)* or 2) if
- 6 he does not make an election.
- 7 b. The reserve guarantee of a pilot assigned to OE who has not yet converted to his new
- 8 category will be based upon the category he held at the time of his OE.
- 9 c. A pilot who has been converted into his new category, completed simulator training,
- 10 but has not completed OE, will:
- 11 1) not be eligible to ~~submit or be awarded a white slip, GS, GSWC or assigned~~
- 12 **flying, other than his initial line of time or yellow slip his OE/TOE rotation(s).**
- 13 **Such pilot may not fly a rotation other than his OE/TOE rotation(s).**
- 14 **Exception: A pilot who is converting to a 7ER category, who is converting**
- 15 **from the same status in a 767 category or who has completed the domestic**
- 16 **portion of his OE, but who has not completed TOE will be eligible to be**
- 17 **awarded/assigned and fly a rotation(s) that does not contain an ocean**
- 18 **crossing and that does not conflict with his OE shadow period or his**
- 19 **scheduled TOE as follows:**
- 20 a) **If he holds a regular line, he will be obligated to fly such rotation(s) or**
- 21 **portion thereof on his initial line of time that are scheduled to operate**
- 22 **entirely within the ten-day period following the end of his OE shadow**
- 23 **period.**
- 24 b) **If he holds a reserve line, he may be assigned such rotation(s) under**
- 25 **Section 23 S., if they are scheduled to operate entirely within the ten-day**
- 26 **period following the end of his OE shadow period.**
- 27 c) **He may be inversely assigned such rotation(s) under Section 23 R., if**
- 28 **they are scheduled to operate entirely within the ten-day period**
- 29 **following the end of his OE shadow period.**
- 30 d) **He may be awarded such rotation(s) under Section 23 F., H., J., N., O.,**
- 31 **P., Q., or T.**
- 32 2) receive an OE look-back guarantee that is equivalent to a pro rata portion of the
- 33 ALV under *Section 11 B. 5. d.*, during:
- 34 a) the regular line portion of his line in the bid period in which he completes
- 35 simulator training, and
- 36 b) each subsequent bid period in which he holds a regular line until the end of
- 37 the bid period in which he completes OE.
- 38 d. The OE look-back guarantee under *Section 11 B. 5. c. 2)* will be applied as follows:
- 39 1) At the end of the bid period, for each day prior to the completion of his OE, a
- 40 pilot will receive the greater of:
- 41 a) pay and credit equivalent to a pro rata portion of the ALV, as adjusted in
- 42 *Section 11 B. 5. d. 2)*, or
- 43 b) his accumulated pay and credit.
- 44 2) Such pilot will not receive a pro rata portion of the ALV for a day that is a
- 45 personal drop(s), vacation day(s), or unpaid leave(s) of absence.

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- 1 3) The OE look-back guarantee will not cause a pilot's total pay and credit for the
2 bid period to exceed the ALV, as adjusted.
- 3 e. Example 1.
- 4 1) Assumptions:
- 5 a) The pilot is an MD-88A who undergoes qualification training for B-767A
6 (International).
- 7 b) The pilot was not converted into the B-767A (International) before June 1st.
- 8 c) The pilot begins B-767A (International) training on May 16th.
- 9 d) The pilot is scheduled to complete simulator training on June 10th.
- 10 e) The pilot undergoes and completes OE June 15th – 22nd.
- 11 f) The pilot has previously flown in an international category.
- 12 2) Results:
- 13 a) Because the pilot remains MD-88A for the May bid period, he bids an MD-
14 88A line; he is awarded a line with qualification training for the period May
15 16th – May 31st. For the period May 1st – May 15th the pilot is paid for rotations
16 flown (if awarded a regular line), or the greater of 1/31 of the reserve guarantee
17 for each day of the period or rotations flown (if awarded a reserve line). For
18 the period May 16th – May 31st the pilot is paid a pro rata portion of the ALV.
- 19 b) Because the pilot is scheduled to complete simulator training before June 16th,
20 he converts to B-767A (International) on June 1st, under **Section 22 E. 6. a. 1)**.
- 21 c) Because the pilot is B-767A (International) for the June bid period, he bids a
22 B-767A (International) line; he is awarded a line with qualification training for
23 the period June 1st – June 10th and an OE shadow period June 11th – June 21st,
24 under **Section 22 C. 4**. Rotation(s) (if awarded a regular line) that his seniority
25 permits him to hold and that conflict with his OE shadow period will be paid
26 and credited as shown in **Section 11 B. 12**.
- 27 d) The pilot is paid and credited a pro rata portion of the ALV for the period June
28 1st – June 10th, under **Section 11 B. 1**.
- 29 e) If the pilot was awarded a:
- 30 i) regular line, he is paid and credited for the greater of each rotation flown
31 during OE or rotation(s) removed to accommodate such OE rotation under
32 **Section 11 B. 5. a**.
- 33 ii) reserve line, he is paid and credited the greater of 1/30 of the reserve
34 guarantee for each day of the period June 11th – June 30th or rotations
35 flown.
- 36 f. Example 2.
- 37 1) Assumptions:
- 38 a) The pilot is an MD-88A who undergoes qualification training for B-767A
39 (International).
- 40 b) The pilot was not converted into the B-767A (International) before June 1st.
- 41 c) The pilot is scheduled to complete simulator training on June 18th.
- 42 d) The pilot is awarded a regular B-767A (International) line in July.
- 43 e) The pilot undergoes and completes OE July 14-18.
- 44 f) The pilot has previously flown in an international category.
- 45 2) Results:

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- a) Because the pilot is scheduled to complete simulator training after June 16th, he remains MD-88A in the June bid period and converts to B-767A (International) on July 1st under **Section 22 E. 6. a. 1).**
 - b) Because he held MD-88A for the June bid period, he bid a June MD-88A line; he was awarded a line with qualification training for the period June 1st – June 18th and an OE shadow period June 19th – June 29th, under **Section 22 C. 4.**
 - c) During the period from June 1st through June 18th, he is paid and credited a pro rata portion of the ALV under **Section 11 B. 1.**
 - d) During the period from June 19th through June 30th, he is paid and credited the value of the MD-88A rotations removed under **Section 11 B. 12.** (if awarded a regular line) or 1/30 of the reserve guarantee for each day of the period (if awarded a reserve line).
Note: If the pilot was awarded a reserve line, he would have no reserve obligation.
 - e) Because he is B-767A (International) for the July bid period, he bid a July B-767A (International) line.
 - f) If he is awarded a regular line for July:
 - i) From July 1st through July 18th, the B-767A (International) rotations on his line are removed.
 - ii) The pilot is paid and credited as shown in **Section 11 B. 12.**
 - iii) At the end of the July bid period, the OE look-back guarantee will be applied for the period from July 1st through July 18th under **Section 11 B. 5. d. 3).**
 - g) If he is awarded a reserve line for July, he is paid and credited the greater of the reserve guarantee or rotations flown.
Note: He would have no reserve obligation until the completion of his OE.
 - h) Because the pilot did not convert to B-767A (International) until July 1st, the OE look-back guarantee does not apply to the June bid period.
6. A pilot who fails to satisfactorily complete a proficiency check/OE will be paid and credited his line guarantee (excluding sick leave) until the completion of the proficiency check/OE or 30 days, whichever occurs first.
Note: The 30-day period will be extended to the date of disposition of the pilot's case by the Company, if such disposition occurs more than 30 days after the failure to complete the proficiency check/OE.
7. A pilot who needs additional training to achieve proficiency following a maneuvers validation and/or LOE will be paid and credited his line guarantee (excluding sick leave) until the completion of such training/evaluation.
8. A volunteer line pilot who serves as a part of a crew complement in a flight simulator and/or level five or higher FTD training/evaluations will receive:
- a. ~~3:15~~ **X:XX** pay, no credit, for each simulator and/or FTD period on a regular line day-off or reserve X-day, and
 - b. 5:00 pay and credit for each simulator and/or FTD period on a reserve on-call day.
9. A pilot will receive **one minute of pay for every three minutes** (as determined by run time) of distributed training. In the event run time cannot be determined by starting the program and running it to completion, the run time will be established by a panel of five pilots who are mutually acceptable to the Company and the MEC Training Committee

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Chairman. The panel will be timed as they complete the distributed training material and after discarding the high and the low completion time, the remaining three completion times will be averaged to determine the run time.

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

10. A pilot who is scheduled for and attends an In-Command Seminar or ~~LCP-Symposium~~ **run time trial for the determination of distributed training run time** will be paid ~~3:15~~ **X:XX** pay, no credit for each day of attendance and related travel.
11. A pilot (excluding an LCP, PCP, or administrative pilot) who attends any scheduled training that does not have a corresponding pay treatment under **Section 11 B.** (e.g., ~~mountain flying training that is not part of CQ or qualification training~~) will be paid and credited in the same manner as CQ.
12. Conversion after training/OE pay and credit examples

a. Example 1

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

Notes:

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

b. Example 2

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

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

c. Example 3

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

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3-25	3202D	
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Notes:

- 1) The pilot converts to his new category on April 1st.
- 2) The pilot would not have been “legal to fly” rotation 3202 due to an FAR 24-in-7 conflict.
- 3) The pilot will be paid and credited the greater of:
 - a) a pro rata portion of the ALV for the period 3-1 through 3-21 or,
 - b) the rotations removed during the period 3-1 through 3-25.

C. Seniority List Instructors and Line Check Pilots

1. An SLI will:

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

*Proration Schedule:

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

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

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- 1 Exception: The Company will not pay and credit the pilot(s) who would otherwise
2 have performed such flying, if it was a rotation described under **Section 23 I. 12.**
3 b. while the SLI is assigned to the Training Department, such utilization may be to buy
4 a Captain rotation for a First Officer SLI or to buy a First Officer rotation for a
5 Captain SLI.
- 6 Note: The provisions of **Section 11 C. 6.** do not apply to an SLI who is awarded a GS
7 under **Section 11 C. 1. c. 2).**
- 8 7. An SLI must give the Company at least 60 days advance written notice before the first
9 day of the bid period in which he desires to return to the line on a permanent basis (i.e.,
10 other than to comply with **Section 11 C. 2).** The Company may return an SLI to the line
11 on a permanent basis at any time, without prior notice. In either case, the SLI will be
12 afforded the following options to return to the line:
- 13 a. An SLI may enter a category in which a junior pilot has either been converted or
14 received an advance entitlement while the SLI was assigned to the Training
15 Department and incur a category freeze under **Section 22 G.** If the SLI returns to a
16 category in which a junior pilot:
- 17 1) was converted, the SLI will immediately be converted into that category.
18 2) holds an advance entitlement, the SLI will:
- 19 a) return to the category he held immediately prior to entering the Training
20 Department, and
21 b) be converted in seniority order among other pilots being converted under the
22 bid award.
- 23 b. An SLI who is senior to at least one pilot in the category he held immediately prior to
24 entering the Training Department may return to such category without incurring a
25 category freeze.
- 26 c. An SLI who is unable to exercise the options in **Section 11 C. 7. a. or b.,** may enter a
27 category in which there is a junior pilot without incurring a category freeze.
- 28 8. An SLI will not train Captains or First Officers unless he has a minimum of 1000 hours
29 of FAR 121 PIC or SIC experience, of which 750 hours is PIC or SIC experience at the
30 Company.
- 31 Exception: The above requirements will not apply to a pilot who was an SLI on June 21,
32 2001 or a former NWA pilot who was considered a qualified NWA Seniority List
33 Instructor (SLI) on the day prior to October 30, 2008.
- 34 9. A minimum of 30% of SLIs who train Captains or First Officers will have at least 500
35 hours of PIC experience at the Company.
- 36 10. The Company will replace an aircraft or simulator instructor upon a pilot's verbal
37 request. The pilot will, as soon as possible thereafter, submit a written confirmation of
38 the request that explains the basis of the request.
- 39 11. The Company will grant a pilot's request to replace an LCP conducting his OE, if the
40 request is made after his OE begins.
- 41 12. Line check pilot and proficiency check pilot.
- 42 a. An LCP will not conduct a PIC line check and/or proficiency check unless he has a
43 minimum of:
- 44 1) 1000 hours of flight experience as PIC for the Company, or
45 2) 1000 hours of flight experience as PIC and/or SIC on the aircraft type.

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- 1 Exception one: LCP minimum requirements may be waived or modified in specific
2 instances by mutual agreement between the Company and the MEC Chairman.
3 Exception two: The above requirements will not apply to a former NWA pilot who
4 was considered a qualified NWA Line Check Pilot (LCP) on the day prior to October
5 30, 2008.
- 6 b. An LCP:
- 7 1) will be paid at 115% of the rate applicable to the position he holds for the greater
8 of the actual or scheduled block time of flight segment(s) when he performs LCP
9 duties on such segment(s) in a rotation:
10 a) on which he was scheduled to be an operating crewmember, or
11 b) which occurred during a reserve on-call day.
- 12 2) who is removed from a rotation(s) on which he was scheduled to be an operating
13 crewmember to perform LCP duties will be paid the greater of the dollar value of
14 the:
15 a) scheduled credit of the rotation(s) removed, or
16 b) actual credit of the rotation(s) flown, with the block time of the flight
17 segment(s) on which he performs LCP duties computed at 115% of the rate
18 applicable to the position he holds.
- 19 Note: An LCP removed from his line to perform line checks will be paid under
20 **Section 11 C. 12. b. 2) a) or b).**
- 21 3) who on a voluntary basis, by mutual agreement between the pilot and the
22 Company, performs LCP duties on his day(s)-off (as indicated on his line) will be
23 paid for his duty period no less than the dollar value of the greater of the actual or
24 scheduled block time of the flight segment(s) on which he performs LCP duties,
25 computed at 115% of the rate applicable to the position he holds.
- 26 4) may perform LCP duties in a position other than the position he holds. At the
27 Company's discretion, a pilot who has volunteered and was an LCP in his
28 previous position, may serve as an LCP in his previous position. Such LCP will
29 not be considered when determining the Company's compliance with
30 **Section 22 C.** for the previous position in which he is performing LCP duties. In
31 such a circumstance, the LCP will be paid under **Section 11 C. 12. b. 1), 2) or 3)**
32 (whichever is applicable) based on the greater of the rate applicable to the
33 position he holds, or the rate applicable to the position in which he performs LCP
34 duties.
- 35 c. A pilot will not serve as a PCP for Captains or First Officers unless he has a
36 minimum of 1000 total hours of FAR 121 PIC and/or SIC experience, of which 750
37 hours are PIC and/or SIC experience at the Company (500 hours for a pilot who was a
38 PCP on June 21, 2001).
- 39 Exception: The above requirements will not apply to a former NWA pilot who was
40 considered a qualified NWA Proficiency Check Pilot (PCP) on the day prior to
41 October 30, 2008.
- 42 13. While assigned to active duty in the Training Department:
- 43 a. a Captain SLI will be paid at the applicable composite hourly rate in the highest
44 paying position he can hold.
- 45 b. a First Officer or Second Officer SLI will be paid at the applicable composite hourly
46 rate in the highest paying First Officer or Second Officer position he can hold.

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c. an SLI will:

- 1) receive ~~a 75~~-an 85-hour pay guarantee.
- 2) not be required to perform more than 22 SLI duty periods in a bid period.
- 3) be afforded the opportunity to designate his preference for up to four consecutive golden days in each bid period, which will be granted if the needs of the Training Department permit.
- 4) not be required to work on his golden day(s).
- 5) receive 5:00 pay in addition to his guarantee for each SLI duty period in excess of ~~45~~17 in a bid period.

D. Non-Seniority List Instructors

1. An NSLI:

- a. will not participate in the training of a pilot, unless he has:
 - 1) at least 2000 hours of experience as an airman (for NSLIs hired after June 21, 2001, at least 2000 hours of experience as an airman in Part 121 operations or equivalent commercial air carrier experience).
 - 2) an ATP Certificate.
 - 3) FAA qualifications to provide simulator instruction on the pertinent aircraft.
Exception: The above requirements will not apply to a furloughed pilot or to a former NWA employee who was a qualified NWA Aircrew Training Instructor (ATI) on the day prior to October 30, 2008.
- b. may serve as part of a crew complement in a flight simulator and/or level five or higher FTD training, including service as part of the crew complement in an AQP quality assurance module (or equivalent non-jeopardy module).
Exception: An NSLI may not serve as part of a crew complement during an evaluation.
- c. who has at least 500 hours as a Captain for the Company, or who was formerly a PCP for the Company, may:
 - 1) perform pilot evaluations.
 - 2) serve as PCP for a pilot.
- d. will not:
 - 1) perform flight duty as a crewmember.
 - 2) serve as part of a crew complement during an evaluation.
 - 3) perform APD duties.

E. Training Committee

1. The MEC Training Committee will have the right to meet with the Senior Vice President-Flight Operations, or his designee, for the purpose of advice or consultation concerning any matter relative to training and checking.
2. If recurring difficulties with a particular SLI or LCP are identified, the Senior Vice President - Flight Operations, the MEC Chairman and the MEC Training Committee Chairman will meet for the purpose of identifying the nature of the recurring difficulties, the number of such occurrences and suggested corrective action. Corrective action may range from counseling to removal from SLI or LCP duties. The choice of corrective

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action taken, if any, will be at the sole discretion of the Senior Vice President - Flight Operations, or his designee.

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

3. Distributed training, including examinations, will be developed with the input of the MEC Training Committee ~~who~~. **The MEC Training Committee** will be invited to attend **meetings on a regular basis in** the first meeting concerning course development for the following CQ cycle. ~~The process of any new course curriculum or distributed training product.~~ All course materials will be provided to the MEC Training Committee Chairman allowing sufficient time for review prior to Company initial submission to the FAA for approval.
4. ~~Upon request, the~~ **The MEC Training Committee Chairman will be given access to** provided training critiques submitted under **Section 11 I. 12.** (with the name of the pilot submitting the critique redacted) **at mutually agreeable intervals.**

F. Scheduling Rules

1. A pilot will be removed from scheduled flying and reserve obligations on each day of his continuous training.
2. **Qualification Training**
 - a. The minimum time between the posting of qualification training in DBMS and commencement of such training will be:
 - ~~a.1)~~ 15 days if the training is a result of an AE or VD award.
 - ~~b.2)~~ 25 days if the training is a result of an MD award.

Note: The following types of training are not subject to such pre-posting requirement. Training:

 - 1) to **maintain or** reestablish recency or aircraft model currency.
 - 2) that is required by the FAA for a pilot who has not completed consolidation requirements.
 - 3) recommended or required by the Company or the FAA, on a case by case basis, to enable a pilot to demonstrate or attain proficiency.
 - 4) for a pilot who accepted a proffer of a training slot.
 - 5) for a pilot who is returning from a leave of absence under **Section 13**, sick leave under **Section 14** or furlough under **Section 21**.
 - 6) that is:
 - a) distributed training.
 - b) CQ.
 - c) an In-Command Seminar.
 - ~~d) an LCP Symposium.~~

ed) without a corresponding pay treatment under *Section 11 B.* ~~(e.g., mountain flying training that is not part of CQ or~~

b. A pilot to be scheduled for qualification training may request any desired days free of duty prior to or during his training, provided he makes such request prior to the 5th day of the month that is two months prior to the bid period in which the training will be scheduled. Such request will be honored in seniority order among pilots undergoing qualification training in the same position to the extent that the Company is able. If such request is granted, the pilot will not receive pay protection if he is converted out of seniority order (see *Section 22 E. 9. c. 1)* delay of training at pilot request).

3. Prior to a bid period in which a pilot may be scheduled for CQ training, the pilot may, via DBMS, designate CQ golden day(s) by the date and time specified in *Section 23 B.* A pilot will not be scheduled for CQ on a CQ golden day(s).

4. A CQ training assignment will be placed on a pilot's line by the date and time specified in *Section 23 B.* for the bid period in which the training is scheduled to occur.

5. A training slot that is vacated after the posting of awards in DBMS will be proffered to available AE holders in order of seniority.

6. Normally, pilots who are awarded:

a. VDs will be scheduled for training in seniority order prior to pilots awarded MDs.

b. MDs will be trained in inverse seniority order.

7. CQ Training

a. A pilot will be notified via DBMS at least 60 days before the commencement of the first bid period in which he is eligible for CQ training.

b. Under *Section 23 B.*, a pilot will advise Crew Scheduling of any leave of absence or other known period in which he will be unavailable for training.

c. A pilot will not take any steps within his control that restrict his availability for CQ training during a period beginning 30 days before he is eligible for CQ training and ending with the posting of his CQ training schedule.

d. Upon being scheduled for CQ training, and absent a personal emergency, a pilot will not engage in activity within his control that interferes with the training schedule.

e. A pilot will not be assigned to ground or flight simulator training, including briefing and debriefing, between 0100 and 0500 (pilot's base time).

f. The Company may extend CQ training due to facility or equipment unavailability. Exception: The Company will not extend CQ training into a pilot's CQ golden day(s) without his consent. If the pilot does not agree to such an extension, he will be released from training and may be reassigned to another CQ training day(s) at the discretion of the Company in order to avoid a lapse of qualifications. If reassigned, the pilot will receive pay and credit under *Section 11 B. 1.*

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

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

a) his CQ grace month if he is not projected to have completed CQ training in his CQ early or base months, or

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- b) his CQ base month if he is not projected to have completed CQ training in his CQ early month and will be unavailable for training on 14 or more days (other than CQ golden days) in the bid period of his CQ grace month.
Exception: The Company may, at its discretion, refrain from scheduling a pilot to complete CQ training as specified in **Section 11 F. 7. g. 1) a) or b)**.
 - 2) When operationally necessary, the Company may determine a minimum percentage of pilots in a category who will train in their CQ base month.
 - 3) A scheduled CQ training event(s) in a category that is not awarded via a pilot's CQ training bid will be assigned in inverse seniority order among pilots in such category for whom the training will occur in their CQ early or CQ base months.
 - 4) A pilot's CQ training bid may stipulate a specific training event(s) and/or a specific date(s) on which the pilot wishes to train or to avoid training.
8. OE Training
 - a. A pilot to be scheduled for OE training:-
 - 1) will normally have an OE shadow period applied to his line, beginning on the day following scheduled completion of his qualification training and equal in length to the applicable number of projected OE days shown in **Section 22 C. 4. e.**, provided his qualification training was posted no later than 0800E on the 5th day of the bid period prior to the OE shadow period.
 - 2) **may request any desired days free of duty during his OE training, provided he makes such request prior to the 20th day of the month prior to the bid period in which the OE training will be scheduled. Such request will be honored in seniority order among pilots undergoing OE training in the same category to the extent that the Company is able.**
 - b. From 0800E on the 5th day of a bid period to 0800E on the 12th day of such bid period, a pilot may only be scheduled for OE training involving a rotation that contains any duty period, or portion thereof, that is within the last six days of such bid period or that is within the following bid period if he is notified of and acknowledges the assignment.
9. Aircraft flight training will be wholly conducted during daylight hours.
Exception one: Briefing and debriefing may be conducted during non-daylight hours.
Exception two: Aircraft flight training may be conducted during non-daylight hours if the pilot has received simulator training in the same aircraft type.
10. A pilot will receive:
 - a. a duty-free period of at least ten hours before commencement of training at his base.
 - b. a duty-free period of at least ten hours between each training period.
 - c. at least ~~one day~~ **two days** free of duty in each consecutive seven-day period during ground, simulator, or flight training.
Exception one: A pilot may be scheduled for one day free of duty in a consecutive seven-day period once during a qualification training program.
Exception two: A pilot whose scheduled training days are extended due to his failure to successfully complete a portion of his training may receive no less than one day free of duty in a consecutive seven-day period due to such extension.
 - d. a duty-free period of at least nine hours after his completion of training.
11. A regular pilot will not be inversely assigned to a rotation that reports before he has received a duty-free period of at least 11 hours after his completion of training.

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12. A reserve pilot will not be required to be contactable before he has received a duty-free period of at least nine hours after his completion of training.
13. A pilot will not be:
- a. assigned to:
 - 1) a training period that exceeds the maximum scheduled duty times under **Section 12 D. 1.**
 - 2) ground or flight simulator training, including briefing and debriefing, between 0100 and 0500 (local time) during qualification training.
Exception: An entry level pilot may be so assigned during such 0100 - 0500 period.
 - b. required to:
 - 1) report for training away from his base less than ten hours after block-in at the airport of the training location.
Exception: A pilot may be scheduled to travel to and attend ground training within the same duty period provided all of the following conditions are met:
 - a) The training is conducted in no more than five consecutive hours.
 - b) Duty time, including travel and training, does not exceed ten hours.
 - c) The pilot:
 - i. is not required to depart his base earlier than 0800 (pilot's base time).
 - ii. is not required to remain in training that day beyond 1800 (pilot's base time).
 - iii. does not undergo flight simulator training, aircraft training or a proficiency check within the duty period.
 - 2) advance to a simulator period that is more than one simulator period earlier (e.g., C to B) in a 24-hour period
 - c. scheduled for:
 - 1) more than eight hours of training in a day.
 - 2) a flight simulator period or level five or higher FTD period that exceeds four hours (exclusive of brief, debrief and break) in a day.
14. Flight simulator training is:
- a. duty time under **Section 12 D. 1.** (Maximum Scheduled Duty Time) and **Section 12 G.** (Break-in-Duty).
 - b. not considered flight time.
15. Ground School
- a. The classroom schedule for ~~qualification~~ training will not exceed:
 - 1) eight hours (excluding lunch break) per day.
 - 2) five days during any consecutive seven-day period.
 - b. ~~The classroom schedule for CQ will not exceed:~~
 - ~~1) eight hours (excluding lunch break) per day.~~
 - ~~2) five days during any consecutive seven day period.~~
 - c. ~~Ground~~ All training curriculum will be designed to be presented within the classroom schedule.
 - d. ~~CQ training curriculum~~ **curricula, including that accomplished via Distributed Training, will be designed to adequately cover aircraft systems the learning objectives without the need for after hours voluntary aircraft systems reference to additional training materials.**

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- 1 | ec. Upon request, a pilot will be afforded an opportunity to review aircraft systems,
2 | **international operations pertaining to theater qualifications**, and operation
3 | specifications with an instructor.
- 4 | 16. A pilot who has completed training but has not been converted into his new category will
5 | be granted additional OE, upon request to his base Chief Pilot, provided 30 days have
6 | elapsed since the completion of his most recent OE. The additional OE will be scheduled
7 | to be conducted as soon as practical and within 30 days of the request.
- 8 | 17. A pilot who is undergoing training as a result of a MD will not be scheduled for OE on
9 | his golden X-day(s) without his consent.
- 10 | 18. Recency and Reestablishment of Recency
- 11 | a. A pilot will be provided at least ~~45 days~~**days'** notice via DBMS of the pending
12 | expiration of his recency. The notice will advise the pilot to contact his Chief Pilot to
13 | schedule recency of experience.
- 14 | b. A pilot who has been notified of the pending expiration of recency will ~~contact his~~
15 | ~~Chief Pilot at least 21 days before such expiration and designate 14 days in which he~~
16 | ~~may be scheduled for recency of experience~~**training in a simulator or indicate how**
17 | **he will satisfy recency prior to expiration (e.g., fly a rotation, participate in a**
18 | **training event) at least 21 days before such expiration.**
- 19 | c. Recency of experience **training** will consist of at least three takeoffs and three
20 | landings in an aircraft or simulator.
- 21 | ~~d. A pilot undergoing~~ **Simulator profiles to maintain** ~~recency of experience in a~~
22 | ~~simulator away from his base may be scheduled to travel to~~**will also normally**
23 | **include additional maneuvers training beyond takeoff** ~~and from the simulator~~
24 | ~~location and conduct the landings and takeoffs within a single duty period~~**landing.**
- 25 | ~~e. A pilot undergoing recency of experience will not be required to exceed the~~
26 | ~~maximum scheduled duty time under~~ **Section 12 D. 1.** ~~(based on a 30 minute report~~
27 | ~~and a 30 minute release).~~
- 28 | e. If the pilot becomes unavailable during his designated 14 days of availability, the
29 | Company may reschedule the pilot as soon as possible upon return to availability,
30 | prior to expiration of recency.
- 31 | f. If as a result of facility or equipment unavailability the pilot does not complete his
32 | recency of experience within his designated 14 days of availability, then with mutual
33 | consent, he may be rescheduled on an off-day or X-day after the 14 days of
34 | availability. The Company may reschedule recency of experience during the
35 | timeframe of the pilot's next rotation or reserve on-call day.
- 36 | g. Recency of experience will not be posted in DBMS.
- 37 | 19. A pilot who is scheduled for qualification training days in excess of 19 in a 30-day bid
38 | period, or 20 in a 31-day bid period ("an excess training day"), may elect to receive:
- 39 | a. ~~3:00~~**X:XX** pay, no credit (in addition to other pay for the bid period) for each excess
40 | training day, or
- 41 | b. a compensatory day off for each excess training day.
- 42 | Note: A pilot who has more than one excess training day must select the same option for
43 | all such excess training days.
- 44 | Exception: **Section 11 F. 19.** does not apply to entry level pilots.
- 45 | 20. A pilot who is eligible for a compensatory day(s) off under **Section 11 F. 19.** will:

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- a. take such day(s) off in the current or a future bid period, by mutual agreement with Crew Scheduling,
- b. have such day(s) added to a current year vacation period(s), by mutual agreement with Vacation Planning, or
- c. have such day(s) added to his earned vacation for the next vacation year if not used in the current vacation year.

G. Training Opportunities

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

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

2. A pilot who fails to successfully complete CQ training or a line evaluation will remain in his current category, provided he successfully completes the normal requalification curriculum for that position. Such pilot will be unqualified to fly in any category if he does not successfully requalify in his current position.
3. A pilot who requalified or completed training under **Section 11 G. 1.**, or who requalified under **Section 11 G. 2.**, who later fails to successfully complete a second training curriculum (initial, transition, upgrade, requalification, CQ) or line evaluation, will receive another training opportunity, as applicable, under **Section 11 G. 1.** or **2.** However, such pilot will be ineligible to be awarded any other position for the duration of his career.

Exception: If the pilot is involuntarily displaced to another position he will be permitted an additional training opportunity (initial, transition, upgrade or requalification). If he fails to successfully complete such training opportunity, he will be unqualified to fly in any category.
4. A pilot who requalified under **Section 11 G. 3.**, who later fails to successfully complete a third training curriculum (initial, transition, upgrade, requalification, CQ) or line evaluation, will be unqualified to fly in any category.

H. Requalification

~~A pilot who has remained unqualified in an aircraft model for six months or longer will, at pilot option, be assigned to a full initial ground school.~~

~~Exception: A pilot who requalifies in an AQP program will be trained to proficiency in accordance with Special FAR 58 governing AQP.~~

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

I. General

1. A pilot will:

~~a. receive positive space coach on-line transportation on Company aircraft or on wholly-owned DCI carriers, and Pinnacle, Compass, and Mesaba (so long as they remain DCI carriers); to travel between the training location and any Company station before and after training and during each duty-free period of 48 hours or more, if sales are authorized at the time of his attempted booking, and.~~

~~b. receive the highest space available priority among Delta non-revenue travelers on non-wholly owned DCI carriers (other than Pinnacle, Compass, and Mesaba) to travel between the training location and any Company station before and after training.~~

2. A pilot may book travel as Company Business under *Section 11. I. 1. a.* in TravelNet at any time after his notification of training, if overbooking is not required.

Note one: If overbooking is required at the time of his attempted booking, a pilot may coordinate with Flight Training Planning to book positive space travel on the pilot's desired flight, if sales are authorized at the time of booking. If sales are not authorized, Flight Training Planning will book positive space travel between the pilot's base and the training location, upon the pilot's request.

Note two: A pilot will cancel any travel to/from training booked as Company Business in TravelNet if the pilot no longer requires or intends to use the reservation.

3. A pilot who travels to training away from base will be considered to have traveled between his base and the training location for purposes of determining PWA and FAR compliance, training pay, and expenses.

4. During an evaluation (e.g., proficiency check, rating ride, LOE), the Company will not simultaneously train another pilot in the simulator.

5. During aircraft flight training, no person will be onboard other than the pilot trainees and the instructors and evaluators then engaged in instruction.

Exception: This restriction does not apply to:

- a. the ferry of an aircraft to or from the airport at which training is conducted.
- b. aircraft training out of an airport where deplaning facilities are not available.
- c. a pilot who remains onboard at his request.

6. A pilot will be advised and, upon request, provided a copy of any unsatisfactory written report prepared during any phase of a training program.

7. The Company will grant the request of a pilot undergoing proficiency training or evaluation to allow another pilot to be present as an observer. The observer will be:

- a. selected by the pilot undergoing training, and
- b. a Captain on the aircraft type.

8. A pilot will not be required to pay for training or checking.

9. A pilot who serves as a volunteer to complete a crew complement during simulator training, level five or higher FTD training and/or evaluations will not be evaluated during such events. No formal record of the volunteer's performance will be produced or maintained by Flight Training.

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10. A First Officer may be required to complete an FAR 121 or AQP type rating during qualification training.
11. The Company is not required to maintain a pilot's qualifications on an aircraft model or in a status outside his position.
12. The Company will provide an electronic training feedback form for voluntary completion by a pilot at the end of his training.

J. Withdrawal from Training ~~following SOC~~

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

K. Theater Qualification

1. Each Captain converting into an international category that is scheduled to operate to at least one theater in the bid period following his projected completion of any required OE/TOE, will receive at least one initial theater qualification, unless such qualification is reasonably deemed unnecessary under the circumstances. If more than one OE/TOE is required, the Company will normally schedule a Captain, whose category is scheduled to operate to multiple theaters, to receive an additional theater qualification(s).

Section 11 - Training

2. If following completion of OE/TOE, an international category Captain did not receive a theater qualification, or a qualified Captain's theater qualification will expire within 120 days, to a theater in which his category operates, the Captain may submit a request to be qualified in such theater(s) as follows:
 - a. absent the Captain obtaining the requested theater qualification through normal monthly bidding and scheduling, the Company will schedule the Captain to receive the requested theater qualification no later than the end of the sixth full bid period following the request so long as his category still operates in the theater.
Exception: For a qualification to a theater in which the Captain's category operates fewer than 12 scheduled round trips per bid period (for the first three bid periods following the request), the Company will schedule the Captain to receive the requested theater qualification during the next six full bid periods following the request or as soon thereafter as operations permit, but the provisions of **Section 11 K. 2. d.** and **2. e.** will not apply.
 - b. the Company may schedule a Captain on a rotation to receive a requested theater qualification in accordance with normal OE scheduling practices.
 - c. any rotation scheduled by the Company to satisfy a Captain's requested theater qualification will be paid in accordance with **Section 11 B. 5.**
 - d. if a Captain removes himself or is removed from a rotation (for any reason other than the convenience of the Company) that has been scheduled by the Company to satisfy a requested theater qualification within the final two months of the six month (or extended) period, the six month (or extended) period to complete the theater qualification will be extended by two full bid periods.
 - e. if a Captain has not received a requested theater qualification by the end of the six month (or extended) period following a theater qualification request, he may be awarded rotations irrespective of **Sections 23 F. 7. d.; H. 5. d.; P. 4. e.; P. 8. c.; Q. 8. d.;** and **Q. 15. d.** and will be paid under **Section 4 F. 1.**
3. A pilot removed from a rotation by the Company to schedule a Captain's request for theater qualification will not be subject to recovery flying under **Section 23 K.**
4. At least 120 days prior to a Captain's theater qualification expiring, he will be notified through DBMS and may subsequently submit a request to the Company to maintain his currency, or to be requalified in the theater. Upon receipt of the request, the Company may schedule the Captain to maintain his qualification, or to be requalified, under **Section 11 K. 2.**

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

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1 Example 2: A Captain's theater qualification to Africa expires January 1, 2011. On
2 September 2, 2010 the Company notifies the Captain through DBMS that his Africa
3 theater qualification will expire on January 1, 2011. On November 10, 2010 the Captain
4 requests to be scheduled for a rotation to maintain this Africa theater qualification. If
5 during the next six full bid periods (if not extended) the pilot does not bid and fly a
6 rotation, and the Company does not schedule him for a rotation to obtain the theater
7 qualification, then subsequent to June 1, 2011 the Captain may be awarded rotations to
8 the Africa theater irrespective of *Sections 23 F. 7. d.; H. 5. d.; P. 4. e.; P. 8. c.; Q. 8. d.;*
9 and *Q. 15. d.* and will be paid under *Section 4 F. 1.*

- 10
11 5. The addition of a new theater that affects 12 or more scheduled round trips per bid period
12 (for the first three bid periods of such new theater flying) in a category will be subject to
13 the following implementation schedule.
- 14 a. No later than the 5th day of the bid period prior to addition of a new theater, the
15 Company will notify through DBMS all Captains that are:
 - 16 1) Projected to be in such international category, and
 - 17 2) Not projected to be qualified in the new theater as of the date of addition of a new
18 theater.
 - 19 b. A Captain in an international category referenced in *Section 11 K. 5. a.* who is not
20 projected to possess a qualification in a new theater as of the date of implementation
21 may submit a request to receive such qualification no later than the last day of the bid
22 period prior to addition of a new theater. For the purposes of *Section 11 K. 2. a.*, the
23 Company will schedule the Captain to receive the requested theater qualification no
24 later than the end of the 4th bid period following addition of a new theater.
 - 25 c. A request for qualification in a new theater submitted after the last day of the bid
26 period prior to addition of a new theater will commence a six full bid period (or
27 extended) timeline for the Captain to bid and fly a rotation or the Company to
28 schedule him for a qualification or requalification rotation under *Section 11 K. 2.*
 - 29 d. A Captain who has submitted a request under *Section 11 K. 2.* for a qualification to a
30 new theater will not be denied a rotation that includes a flight to such theater as a
31 result of the addition or modification until the 5th bid period following
32 implementation.

1 SECTION 12

2
3 HOURS OF SERVICE

4
5 A. Definitions

- 6
7 1. "Average Line Value" (ALV) means a number of hours established by the Company
8 **between 72 and 84 hours (inclusive)** that is the projected average of all regular line
9 values, for a position, for a bid period.
- 10 2. "Attrition" means the number of pilots who leave the active service of the Company due
11 to retirement, medical leave, any leave in excess of 30 days, disability, death, or
12 termination.
- 13 3. "Break-in-duty" means a rest period (measured from release to report) that is sufficient to
14 break a pilot's duty period under *Section 12 G*.
- 15 4. "Carry-over rate" means the dollar value of a pilot's accumulated credit for a bid period
16 divided by such accumulated credit, expressed in dollars per minute.
- 17 5. "Co-terminal" means the following airport combinations:
18 a. DCA/IAD
19 b. DFW/DAL
20 c. IAH/HOU
21 d. JFK/EWR/LGA
22 e. LAX/BUR/LGB/ONT/SNA
23 f. MIA/FLL
24 g. ORD/MDW
25 h. SFO/OAK/SJC
- 26 6. "Domestic category pilot" means a regular or reserve pilot who is not an international
27 category pilot.
- 28 7. "Duty period" means the elapsed time from report to release (for a break-in-duty).
- 29 8. **"Flying," "flown," "flies," and "fly," for purposes of Sections 4, 12, and 23, means:**
30 **a. operation of a flight as a cockpit crewmember, and/or**
31 **b. a deadhead by air.**
- 32 9. "Full service bank" or bank means an individual account maintained in DBMS for each
33 pilot into which he may deposit and from which he may withdraw or borrow credit on a
34 minute basis.
- 35 10. "International category pilot" means a regular or reserve pilot holding a position for
36 which qualification for trans-oceanic navigation procedures is required.
- 37 11. "International operation" means a flight segment to or from an airport, or between
38 airports, located outside the contiguous 48 states of the United States.
39 Exception: A flight segment ~~to or from~~ **between** an airport located in **the Mainland**
40 **United States and either** Canada or Alaska will not be considered an international
41 operation.
- 42 12. "Intra-theatre flying" means a flight segment(s) flown by international category pilots
43 between airports located outside the contiguous 48 states of the United States.
44 Exception: An ocean crossing flight segment is not intra-theatre flying.
- 45 13. "Military Airlift Charter" (MAC) means all flight operations conducted as a charter under
46 an agreement between the Company and the Department of Defense or any branch of the

Section 12 – Hours of Service

- 1 United States Armed Services, except for Civil Reserve Air Fleet operations. A rotation
2 that includes MAC operations will be identified with a distinct designator for PBS/PCS
3 and cannot be awarded to a pilot who has not completed his OE.
- 4 14. “Ocean crossing” means a flight segment:
- 5 a. across the Atlantic Ocean, or
 - 6 b. across the Pacific Ocean, as follows:
 - 7 1) between the North American continent and the Hawaiian Islands,
 - 8 2) between the Hawaiian Islands and any point west of the 160 degree meridian,
 - 9 3) between the North American continent and a point west of the 160 degree
10 meridian,
 - 11 4) between a Pacific Rim airport and Australia and/or New Zealand,
 - 12 or,
 - 13 c. to or from an airport in South America, as follows:
 - 14 1) between the United States and any point further south of the equator than 3
15 degrees, 30 minutes south latitude on the South American continent, and
 - 16 2) any flight segment scheduled for greater than eight hours to, within or from the
17 South American continent,
 - 18 or,
 - 19 d. to or from an airport in Europe that crosses latitude 36°N. and/or longitude 45°E.,
 - 20 or,
 - 21 e. to or from an airport in Africa, as follows:
 - 22 1) between the United States and any point on the African continent, and
 - 23 2) any flight segment scheduled for greater than eight hours to, within or from the
24 African continent,
 - 25 or,
 - 26 f. to or from an airport in Asia on a flight segment scheduled for greater than eight
27 hours to, within or from the Asian continent,
 - 28 or,
 - 29 g. across the Arctic Ocean, between the North American continent and the Asian
30 continent.
- 31 15. **“Off-line deadhead” means travel on a Delta Connection Carrier in category C**
32 **operations (i.e., pursuant to a prorate agreement) or any carrier other than Delta**
33 **Air Lines, Inc.**
- 34 16. **“On-line transportation” means travel on Delta Air Lines, Inc. and Delta**
35 **Connection Carriers in category A operations (i.e., not a prorate agreement).**
- 36 17. “Operational crewmember” means a pilot who operates the controls of the aircraft, assists
37 in the operation or control of the aircraft, and/or serves as a relief Captain, ~~relief First~~
38 ~~Officer~~ or relief ~~Second~~ **First Officer.**
- 39 18. “Release” means:
- 40 a. for purposes of determining a pilot’s break-in-duty, the later of:
 - 41 1) 30 minutes after the block-in of his last flight segment, or
 - 42 2) the actual time he is released by the Company (after completion of any additional
43 duty required by the Company) to begin a rest period sufficient to break his duty
44 period under **Section 12 G.**
 - 45 b. for purposes of determining a pilot’s duty period credit and rotation credit, the later
46 of:

Section 12 – Hours of Service

- 1) 30 minutes after the actual block-in of his last flight segment,
 - 2) 30 minutes after the adjusted block-in of his last flight segment determined by adding the scheduled block time of such flight segment to the later of the scheduled or actual departure time of such flight segment, or
 - 3) the actual time he is released by the Company (after completion of any additional duty required by the Company) to begin a rest period sufficient to break his duty period under **Section 12 G.**
19. “Relief Captain” means a Captain who is current in his position and augments a crew.
20. “Relief crew” means a relief Captain and a relief First Officer, collectively.
- ~~Note: For the 747-200 operation, a relief crew means a relief Captain and a relief Second Officer or a relief First Officer and a relief Second Officer.~~
21. “Relief First Officer” means a type rated First Officer who is current in his position and augments a crew.
- ~~Exception: On the 747-400, 747-200 and the A-330 a Captain may fulfill the requirements of a relief First Officer.~~
22. “Report” means the later of the actual or scheduled time that a pilot begins duty. Such scheduled time:
- a. in a domestic category is: **one hour before the scheduled departure of the first flying (including deadhead on on-line transportation or a Delta Connection Carrier) segment.**
 - ~~1) one hour before the~~**Exception: Such** scheduled departure of the first flying (excluding deadhead) segment.
 - ~~2) 30 minutes before the scheduled departure of the first on-line deadhead segment.~~
 - ~~3) time is 90 minutes before the scheduled departure of the first off-line deadhead segment~~ **other than a Delta Connection Carrier.**
 - b. in an international category is:
 - 1) 90 minutes before the scheduled departure of the first:
 - a) flight segment (excluding an intra-theatre deadhead flight segment) in a duty period containing an ocean crossing, (including an ocean crossing deadhead, that originates outside the continental United States).
 - b) off-line deadhead segment **other than a Delta Connection Carrier.****Exception: Flight segments to/from Hawaii will have a 60-minute report.**
 - 2) one hour before the scheduled departure of an:
 - a) intra-theatre flight segment, (including ~~aan~~ **on-line transportation or a Delta Connection Carrier** non-ocean crossing deadhead ~~that originates outside the continental United States).~~
 - b) ocean crossing deadhead that originates within the United States.
 - c) international category duty period composed solely of domestic flying.
 - ~~3) 30 minutes before the scheduled departure of a deadhead that originates and terminates within the continental United States.~~
23. “Rotation” means a duty period, or series of duty periods, that is identified by number and scheduled to begin and end at a pilot’s base, and all the flight segments contained therein. The release of a regular pilot for a break-in-duty at his base that is within such a series of duty periods (“in base layover”) will not end his rotation.
24. “Scheduled block times” means the greater of the flight times set forth in the:
 - a. Company operating schedules, or

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b. bid package.

25. “Trans-oceanic duty period” means a duty period that contains an ocean crossing (including deadheading).

26. “Window of circadian low” (WOCL) means 0101 to 0459 (pilot’s base time).

27. “X-day” means a 24-hour duty-free period at a pilot’s base, on a reserve line.

28. “Year” means a calendar year.

~~26. “Relief Second Officer” means a Second Officer who is current in his position and augments a crew.~~

~~27. “Second Officer” means a pilot whose duty it is to assist the Captain or the First Officer, as required, and who is properly qualified to serve as and who holds currently effective airman’s certificates authorizing him to serve as such Second Officer and who holds at least a currently effective commercial pilot license and instrument rating.~~

~~28. “Three pilot aircraft” means an aircraft model certificated for a cockpit crew complement of a Captain, First Officer and Second Officer.~~

B. Block Hour Limit

1. A domestic category pilot’s block hour limit for the subsequent bid period will be calculated using the following formula:

$$\text{Block hour limit} = 1000 - A - (75 \times B)$$

A = his block hours accumulated since January 1 of the current year plus his scheduled block hours remaining in the current bid period, and

B = the number of bid periods remaining in the year subsequent to the bid period for which the formula is being applied (e.g., B = 11 for the calculation for the January bid period and B = 0 for the December bid period).

2. An international category pilot’s block hour limit for the subsequent bid period will be calculated using the following formula:

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

C = his block hours accumulated in the previous nine bid periods plus his accumulated and remaining scheduled block hours in the current bid period.

Exception: If the block hours in an international category in the subsequent bid period include ten percent or more domestic block hours, the block hour limit for a pilot in such category will be the lesser of the limit derived from the formula in **Section 12 B. 1.** or **2.**

3. In the calculation of a pilot’s block hour limit, hours for which a pilot received or is scheduled to receive sick leave pay will be included as block hours.
4. In the current bid period, a pilot will be limited by the block hour limit that was calculated for that bid period at 2359 hours on the last day of the previous bid period.

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C. Time Card

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

D. Maximum Scheduled Duty Time

1. An international category pilot on a non-trans-oceanic duty period, and a domestic category pilot will not be scheduled to be on duty in excess of the duty time in the table below:

<u>*Report</u>	<u>Maximum Scheduled Duty Time</u>
0700 - 1259	13 hours
1300 - 2059	13 hours, reduced by 1 minute for each 2 minutes between 1300 and report
2100 — 2359	9 hours
0000 — 0059	9 hours reduced by ½ minute for each minute between 0000 and report
0100 — 0259	8 hours 30 minutes
0300 — 0359	8 hours 30 minutes increased by ½ minute for each minute between 0300 and report
0400 — 0459	9 hours increased 3 minutes for each minute between 0400 and report
0500 — 0659	12 hours increased by ½ minute for each minute between 0500 and report

- a. Fractions of less than one minute will be rounded up to the next higher minute.
- b. *Report is referenced to the pilot's base time.
Exception: *Report is referenced to local time for:
 - 1) an international category pilot when engaged in international operations, and
 - 2) a domestic category pilot when involved in a foreign hub operation(s).
- c. For non-trans-oceanic MAC duty periods:
 - 1) the table above does not apply and the maximum scheduled duty time will be 13 hours, and
 - 2) scheduled duty periods that exceed the duty time stated in **Section 12 D. 1.** will be scheduled and operated with an additional First Officer.
2. A pilot may be scheduled for a duty period up to (and including) 15 hours, provided the duty period is composed of international operations:
 - a. followed by a deadhead to the pilot's base, or
 - b. consisting solely of a deadhead to the pilot's base.Exception: For a duty period composed of international operations followed by a deadhead to the pilot's base or consisting solely of a deadhead on a Company aircraft, a pilot's maximum scheduled duty time will be:
 - 1) 16 hours if:

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- 1 a) the flight crew is augmented with a relief crew, and
- 2 b) there are one or two scheduled landings.
- 3 2) the time from scheduled report to scheduled release if:
- 4 a) the flight crew is augmented with a relief crew, and
- 5 b) the duty period contains only one scheduled landing.
- 6 3. The maximum scheduled duty time of an international category pilot in a trans-oceanic
- 7 duty period:
- 8 ~~a. in non three pilot aircraft operations will be:~~
- 9 a. 13 hours if the flight crew is not augmented.
- 10 b. 14 hours if the flight crew is augmented with a relief First Officer.
- 11 c. 16 hours if:
- 12 1) the flight crew is augmented with a relief crew, and
- 13 2) there are one or two scheduled landings.
- 14 d. 20 hours if:
- 15 1) the rotation is a MAC operation,
- 16 2) the flight crew is augmented with a relief crew, and
- 17 3) there are two scheduled landings.
- 18 Note: A MAC operation may be scheduled to include two ocean crossings in the
- 19 same duty period with the concurrence of the MEC Scheduling Committee Chairman
- 20 as long as each respective ocean crossing flight segment is scheduled for 7:15 hours
- 21 or less, block-to-block.
- 22 e. the time from scheduled report to scheduled release if:
- 23 1) the flight crew is augmented with a relief crew, and
- 24 2) the duty period contains only one scheduled landing.
- 25 ~~b. in three pilot aircraft operations will be:~~
- 26 ~~1) 15 hours if the flight crew is augmented with one relief Captain or relief First~~
- 27 ~~Officer and one relief Second Officer.~~
- 28 ~~2) 13 hours if the flight crew is not augmented.~~
- 29 Exceptions:
- 30 ~~a) In a duty period that contains two scheduled landings following a westbound~~
- 31 ~~ocean crossing, a pilot's maximum scheduled duty time may be more than 13~~
- 32 ~~hours as follows:—~~
- 33 ~~i. The pilot's maximum scheduled duty time will be 13 hours plus the~~
- 34 ~~number of minutes that such duty period is scheduled to be over 13 hours,~~
- 35 ~~not to exceed 13 and one half hours.~~
- 36 ~~ii. If such duty period (over 13 scheduled hours) is preceded by a duty period~~
- 37 ~~containing an eastbound or southbound ocean crossing, the pilot's~~
- 38 ~~maximum scheduled duty times for those two trans-oceanic duty periods~~
- 39 ~~in the rotation will not average more than 13 hours.~~
- 40 ~~iii. If such duty period (over 13 scheduled hours) is followed by a duty period~~
- 41 ~~containing an eastbound or southbound ocean crossing, the pilot's~~
- 42 ~~maximum scheduled duty times for those two trans-oceanic duty periods~~
- 43 ~~in the rotation will not average more than 13 hours.~~
- 44 ~~b) In a duty period that contains one scheduled landing before a northbound or~~
- 45 ~~westbound ocean crossing and one scheduled landing after such ocean~~

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~~crossing, a pilot's maximum scheduled duty time may be more than 13 hours as follows:~~

~~i. The pilot's maximum scheduled duty time will be 13 hours plus the number of minutes that such duty period is scheduled to be over 13 hours, not to exceed 14 hours.~~

~~ii. If such duty period (over 13 scheduled hours) is preceded by a duty period containing an eastbound or southbound ocean crossing, the pilot's maximum scheduled duty times for those two trans-oceanic duty periods in the rotation will not average more than 13 hours.~~

~~iii. If such duty period (over 13 scheduled hours) is followed by a duty period containing an eastbound or southbound ocean crossing, the pilot's maximum scheduled duty times for those two trans-oceanic duty periods in the rotation will not average more than 13 hours.~~

~~e) In a duty period that contains a LAX-Hawaii ocean crossing followed by intra-Hawaii flying, the maximum scheduled duty time will be 13 and one half hours.~~

~~d) In a duty period that contains only one scheduled landing, the maximum scheduled duty time will be 14 hours if:~~

~~i. neither the preceding nor the following duty period is greater than 13 scheduled hours of duty time and contains a westbound or northbound ocean crossing and two scheduled landings; or~~

~~ii. the duty period is composed of flight segments between the West Coast and Hawaii (either direction), and the scheduled departure of the first flight segment of the duty period is between 0759 and 1201, pilot's base time.~~

4. The maximum scheduled duty time limitations set forth in **Section 12 D.** are scheduling limitations only. Maximum scheduled duty time is calculated as of the point in time of initial publication or creation of a duty period. A pilot will not be rerouted or required to be on duty more than two hours beyond his applicable maximum scheduled duty time in **Section 12 D. 1.** and **3.** It is within the sole discretion of each individual pilot to decide in any given situation whether he will remain on duty beyond his maximum scheduled duty time plus two hours. A pilot's decision not to remain on duty beyond his maximum scheduled duty time plus two hours will be accepted without challenge by Crew Tracking.

E. Flight Time Limitations

1. An international category pilot will not be scheduled for block time in excess of eight hours in a trans-oceanic duty period.

Exceptions: An international category pilot may be scheduled:

- up to 12 hours block time in a trans-oceanic duty period if the flight crew is augmented with a relief First Officer, or
- in excess of 12 hours block time in a trans-oceanic duty period if the flight crew is augmented with a relief crew.

2. FAR flight and duty time limitations will be calculated with reference to a pilot's base time.

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~~3. A three-pilot aircraft international category pilot will not be scheduled for block time in excess of 12 hours in a trans-oceanic duty period.~~

~~Exception: A three-pilot aircraft international category pilot may be scheduled for block time in excess of 12 hours in a trans-oceanic duty period if the flight crew is augmented with one relief Captain or relief First Officer and one relief Second Officer.~~

F. Maximum Scheduled Landings

1. An international category pilot on a duty period composed solely of domestic or intra-theatre flying and a domestic category pilot will not be scheduled as an operational crewmember for more than eight landings in a duty period.
2. An international category pilot will not be scheduled as an operational crewmember for more than two landings in a trans-oceanic duty period.

Exception: An international category pilot:

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

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

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

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

G. Break-in-Duty

1. A pilot's duty period will continue until he has received a break-in-duty as specified in **Section 12 G. 3., 11., and 12.**
2. While away from his base, the scheduled break-in-duty of an international category pilot on a duty period composed solely of domestic or intra-theatre flying and a domestic category pilot will be at least:
 - a. 9 hours, if his scheduled duty time in the duty periods immediately before and after such break-in-duty totals 20 hours or less.
 - b. 10 hours, if his scheduled duty time in the duty periods immediately before and after such break-in-duty totals more than 20 hours.

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

3. While away from his base, the actual break-in-duty of an international category pilot on a duty period composed solely of domestic or intra-theatre flying and a domestic category pilot will be at least:
 - a. 8:15 hours, if his scheduled duty time in the duty periods immediately before and after such break-in-duty totals 20 hours or less.
 - b. 9 hours, if his scheduled duty time in the duty periods immediately before and after such break-in-duty totals more than 20 hours.

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

4. When a domestic category pilot (or an international category pilot flying in domestic operations) is at his base, a period of at least nine hours (release to report) is required to constitute a break-in-duty.

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

Example:

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

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

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- 3) The pilot's maximum scheduled duty time on the 5th is measured from his report following his last break-in-duty.
5. A pilot who does not arrive at his layover hotel at least eight hours before scheduled pickup time will be afforded at least eight hours at such hotel if,
 - a. upon arrival at the hotel he informs Crew Tracking that he will be unable to report as scheduled, and
 - b. his late arrival at the layover hotel was through no fault of his own.
6. In order to maintain schedule integrity and afford a pilot at least eight hours at his layover hotel, Crew Tracking may:
 - a. reduce the scheduled report of the pilot by up to 30 minutes.
 - b. remove a scheduled flight segment(s) from the pilot's line.
7. In order to achieve an FAR-required break in duty, Crew Tracking may reduce the scheduled report of a pilot, with his concurrence, by up to 30 minutes.

Note: Such pilot's actual break-in-duty under **Section 12 G. 3.** will be based on an unreduced report as defined in **Section 12 A. 19.**
8. The change of a pilot's report under **Section 12 G. 6. a.** will not affect his duty period credit.
9. The removal of a flight segment from a pilot's line under **Section 12 G. 6. b.** will be considered a reroute.
10. For purposes of line construction only, a pilot will be scheduled for a break-in-duty at base of at least:
 - a. 11 hours following a duty period that does not include an ocean crossing.
 - b. 18 hours following a duty period that includes an ocean crossing (subject to **Section 23 M. 8.**).
11. Following a trans-oceanic duty period, an international category pilot will:
 - a. be scheduled for a break-in-duty away from base of at least:
 - 1) 13 hours after a scheduled duty period of 13 hours or less.
 - 2) 18 hours after a scheduled duty period greater than 13 hours.
 - b. receive an actual break-in-duty:
 - 1) away from base of at least:
 - a) 11 hours after a scheduled duty period of 13 hours or less.
 - b) 14 hours after a scheduled duty period greater than 13 hours.
 - 2) at base of at least 13 hours.
12. Prior to a trans-oceanic duty period, an international category pilot will:
 - a. be scheduled for a break-in-duty of at least 13 hours.
 - b. receive an actual break-in-duty of at least 11 hours.

Exception: An international category pilot who deadheads on a domestic or intra-theatre flight and is released for a break-in-duty prior to a trans-oceanic duty period will receive an actual break-in-duty of at least eight hours.
13. In order to determine what, if any, assignment has been placed on his schedule for the period following his release, a reserve pilot is required to check and acknowledge his schedule via DBMS/VRU after completion of the last flight segment of a rotation and prior to release. At that time, his schedule may show an assignment:
 - a. of a rotation with a report that is at least 12 hours after his release.
 - b. to short call duty beginning no earlier than 10 hours after his release. (see **Section 23 S. 9. b. Exception**)

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- c. of a rest period beginning as early as his release time.
14. A reserve pilot who arrives at his base on the last flight segment of his rotation may be assigned additional flying prior to his release. If the additional flying is assigned:
 - a. under **Section 23 N.** or **O.**, the pilot will be scheduled to be released with his maximum scheduled duty time.
 - b. under **Section 23 L.** (Reroute), the pilot will be scheduled to be released with his maximum scheduled duty time plus two hours.
15. Without his consent, a regular pilot will not be inversely assigned to a rotation with a report that is within 11 hours of his release at his base.
16. The break-in-duty of a pilot who utilizes an off-rotation deadhead at the end of a rotation will begin at his originally scheduled release.
17. A pilot who is unable to report for duty as scheduled during his rotation will contact Crew Scheduling or Crew Tracking as far in advance as possible and provide notice of the fact of and reason for his inability to report for duty as scheduled.

H. Duty Period Average (DPA)

1. A regular pilot who departs his base on a scheduled flight segment or a pilot on airport standby duty (under **Section 23 V.**) will be guaranteed average pay and credit of not less than five hours and fifteen minutes (5:15) for each duty period, including duty periods added as a result of reroute.
Exception one: A pilot will not be entitled to DPA for a duty period in which a landing was not made at an airport other than the airport of take-off or its co-terminal (except for flight segments scheduled between co-terminals).
Exception two: A pilot will not be entitled to DPA for a duty period comprised solely of deadheading.
2. A pilot who begins a rotation as a regular pilot will be eligible for DPA.
3. A pilot who begins a rotation as a reserve pilot will not be eligible for DPA.
Exception: A reserve pilot who performs an airport standby duty period will receive DPA for such duty period.
4. A pilot who is granted a personal drop for a duty period(s) or portion thereof will not be eligible for DPA for such duty period(s).

I. Duty Period Minimum (DPM)

A pilot who reports for a rotation will receive minimum pay and credit of two hours for each duty period.
Exception: A pilot who acknowledges his removal from a rotation under **Section 4 H. 1. a.** is not eligible for DPM notwithstanding **Section 4 F.**

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J. Reserve Duty Period Average

1. At the end of each bid period, a reserve pilot will receive the greater of:

- a. his accumulated credit earned in the bid period,
- b. his reserve guarantee, or
- c. 5:15 pay, no credit for each qualifying duty period.

Note: If the value of **c.** exceeds the greater of **a.** or **b.** above, the pilot will receive pay and credit for the greater of **a.** or **b.** and pay, no credit for the difference of the value of **c.** and his credit for the bid period.

Examples:

1) Example 1

a) Assumptions:

- i. The reserve guarantee is 70 hours.
- ii. The pilot has 16 qualifying duty periods in the bid period.
- iii. The pilot has 76 hours of accumulated credit in the bid period.

b) Result:

The pilot receives 76 hours pay and credit and 8:00 hours of pay, no credit.

2) Example 2

a) Assumptions:

- i. The reserve guarantee is 70 hours.
- ii. The pilot has 12 qualifying duty periods in the bid period.
- iii. The pilot has 50 hours of accumulated credit in the bid period.

b) Result:

The pilot receives 70 hours pay and credit.

3) Example 3

a) Assumptions:

- i. The reserve guarantee is 70 hours.
- ii. The pilot has 16 qualifying duty periods in the bid period.
- iii. The pilot has 68 hours of accumulated credit in the bid period.

b) Result: The pilot receives 70 hours pay and credit and 14 hours pay, no credit.

2. A reserve duty period will be a qualifying duty period under **Section 12 J. 1. c.** if the pilot:

- a. is credited with flight time on an on-call day, or
- b. flies on an X-day for reasons other than a yellow slip or GS award, or
- c. performs an airport standby duty period.

Exception one: A duty period will not be a qualifying duty period under **Section 12 J. 1. c.** if a landing was not made at an airport other than the airport of take-off or its co-terminal (except for flight segments scheduled between co-terminals or VF/FCFs).

Exception two: A duty period will not be a qualifying duty period under

Section 12 J. 1. c. if it is comprised solely of deadheading.

K. Duty Period Credit (“1 for 2”)

1. A pilot who reports for duty will be guaranteed a minimum duty period credit. Such credit will be calculated on the greater of scheduled or actual duty time, prorated on a minute-by-minute basis, for each duty period, as follows:
 - a. one hour credit for every two hours of duty time from 0600 to 2200 (pilot’s base time), and
 - b. one hour credit for every one and three quarters hours of duty time,
 - 1) from 2200 to 0600 (pilot’s base time), or
 - 2) from 2200 to release from a duty period that includes 0359 (pilot’s base time).
2. A pilot who is granted a personal drop for a duty period(s) or portion thereof, will not be eligible for duty period credit for such duty period(s).

L. Rotation Credit (“1 for 3½”)

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

M. Rotation Pay and Credit Calculations

1. When a rotation is constructed, the total pay and credit of such rotation is the greater of:
 - a. DPA (*Section 12 H.*),
Note: A duty period comprised solely of deadheading will have a minimum pay and credit of 2:00 and a maximum pay and credit of 5:15. Such pay and credit will be added to the DPA of a rotation containing such duty period(s).
 - b. rotation credit (*Section 12 L.*), ~~or~~
 - c. the sum, on a duty period basis, of the greater of the duty period credit (*Section 12 K.*), DPM (*Section 12 I.*), or scheduled flight time for each duty period in the rotation, ~~or~~
 - d. **four hours and 30 minutes multiplied by the number of days in the rotation.**
Exception: If such rotation reports at or after 2200 pilot base time and/or releases at or before 0200 pilot base time, the day on which the rotation reports or releases, as applicable, will not be considered in the calculation under *Section 12 M. 1. d.*
2. At the completion of each rotation, a pilot will receive pay and credit for the greater of:
 - a. rotation credit (*Section 12 L.*),

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- b. the sum of his duty period credits (*Section 12 K.*),
 - c. DPA (*Section 12 H.*), if applicable,
 - d. the sum of his DPMs,
 - e. his flight time, ~~or~~
 - ff. **four hours and 30 minutes multiplied by the number of days in the rotation,**
Exception: If such rotation reports at or after 2200 pilot base time and/or
releases at or before 0200 pilot base time, the day on which the rotation reports
or releases, as applicable, will not be considered in the calculation under *Section*
12 M. 1. d.
 - or
 - g. the pay and credit determined in *Section 12 M. 1.* (i.e., as constructed).
- Note: Pay for credit calculated under *Section 12 M. 2. a., b., or c.*, if any, in excess of flight time will be calculated at the pay rate applicable to the pilot's last non-deadhead flight segment of the rotation.
3. For an asterisk rotation, a pilot will only be guaranteed pay and credit, as determined under *Section 12 M. 1. c.*, for each duty period of his originally published rotation in the current bid period– (see *Section 4 F. 6.*).

N. Duty-Free Periods

1. A regular pilot will not be required to standby or fly during a duty-free period.
 Exception: A regular pilot may be assigned duty during a duty-free period:
 - a. as a result of flying or deadheading from one bid period into the next.
 - b. as provided in *Section 11 F.*
 - c. if inversely assigned under *Section 23 N. or O.*
 - d. as the result of a flight delay.
 - e. as the result of a reroute.
 - f. if he requests such duty.
2. A reserve line, **whether awarded through PBS or specially created**, will contain:
 - a. ~~12~~ **number of X-days in accordance with the following charts:**
 - a. **In a bid period, and with a reserve guarantee of 72:00 – 74:59:**

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

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25-26	11	24-25	11
27-28	12	26-27	12
29-30	13	28-29	13
		30-31	14

b. In a bid period with a reserve guarantee of 75:00 – 80:00:

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

~~b. 13 X days in a 31 day bid period.~~

Note: ~~Reserve~~ **A reserve pilot in a category in which the number of reserve lines is projected to be at least 20% of the number of pilots with less than 30/31 reserve days in a bid period in such category will receive their X-days as prorated according to be awarded one X-day more than the number shown in Section 12 N. 72.**

3. ~~Six X days on each~~ **A reserve line, whether awarded through PBS or specially created, will contain a number of inviolable (golden-) X-days in accordance with the following chart:**

<u># of reserve days in a 30-day bid period</u>	<u># of golden X- days in a 30-day bid period</u>	<u># of reserve days in a 31-day bid period</u>	<u># of golden X- days in a 31-day bid period</u>
1-2	0	1-2	0
3-7	1	3-7	1
8-12	2	8-12	2
13-17	3	13-18	3
18-22	4	19-23	4
23-27	5	24-28	5
28-30	6	29-31	6

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4. Golden X-days will be:
 - a. the earliest X-day(s) of any block that contains them, and
 - b. spaced through the bid period (i.e., golden days will not be stacked on the same or mostly the same days, and will not be arranged to exclude placement on a holiday).
5. Each day will be made available as a scheduled X-day on at least 15% of the reserve lines in each category.
Exception: This requirement will be reduced to one X-day in a category with less than 15 reserves or two X-days in a category with less than 20 reserves, but more than 14 reserves.
6. X-day(s) will begin at midnight (pilot's base time).
Exception one: X-day(s) may begin at a time other than midnight, by mutual agreement between the Company and the MEC Scheduling Committee Chairman.
Exception two: X-day(s) which have been moved under *Section 23 S. 11. – 14.* may begin at a time other than midnight.
7. ~~a. Reserve line X day(s) proration table:
A reserve line, whether awarded through PBS or specially created, will contain a number of X days in accordance with the following chart:~~

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

- ~~b. Reserve line Golden X day(s) proration table:
A reserve line, whether awarded through PBS or specially created, will contain a number of golden X days in accordance with the following chart:~~
7. A reserve pilot will not be required to fly on an X-day(s).
Exception: A reserve pilot may be assigned duty on an X-day(s):

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- 1 a. as a result of flying or deadheading from one bid period into the next.
- 2 b. as provided in **Section 11 F.**
- 3 c. if inversely assigned under **Section 23 N.** or **O.**, provided:
 - 4 1) the X-day(s) is not golden, and
 - 5 2) the inverse assignment (as scheduled) would not cause the pilot to exceed the
 - 6 ALV.
- 7 d. as the result of a flight delay.
- 8 e. as the result of a reroute.
- 9 f. if he requests such duty.
- 10 8. An X-day(s) may be moved, at pilot request, via PCS, if reserve availability in the
- 11 category is sufficient (as determined by the application of the reserves-required formula
- 12 under **Section 23 W. 4.**), provided the:
 - 13 a. X-day(s) moved are either:
 - 14 1) an X-day block (comprised of single or multiple X-days, as originally published
 - 15 or pro-rated), or
 - 16 2) the first day and/or the last day of an X-day block as originally published or pro-
 - 17 rated, or
 - 18 3) part of a series of contiguous X-days that includes either the first or last day of an
 - 19 X-day block,
 - 20 and
 - 21 b. movement of the X-day(s) does not cause an FAR violation, and
 - 22 c. X-day(s) are not moved into or out of his scheduled vacation, and
 - 23 d. X-day(s) are moved to be contiguous with:
 - 24 1) another X-day block,
 - 25 2) a training day,
 - 26 3) a vacation day,
 - 27 4) a PD/APD day, or
 - 28 5) a jury duty day,
- 29 Exception one: An X-day block (comprised of single or multiple X-days, as
- 30 originally published or pro-rated) may be moved to a day(s) that is not contiguous
- 31 with a day of jury duty, PD/APD day, vacation day, training day, or another X-day
- 32 block.
- 33 Exception two: The first day and/or the last day of an X-day block, or part of a series
- 34 of contiguous X-days that includes either the first or last day of an X-day block, may
- 35 be moved to a day(s) that is not contiguous with a day of jury duty, PD/APD day,
- 36 vacation day, training day, or another X-day block, provided:
 - 37 1) the total number of X-day blocks resulting from the move does not exceed the
 - 38 Max Reserve Off Day Blocks limit for that category as published in the bid
 - 39 package, and
 - 40 2) movement of an X-day(s) maintains a minimum separation between X-day
 - 41 blocks, or between an X-day block and a training day(s), or between an X-day
 - 42 block and a vacation day(s), or between an X-day block and a PD/APD day(s),
 - 43 or between an X-day block and a day(s) of jury duty equal to the longest
 - 44 rotation in the bid package or four days, whichever is greater for domestic
 - 45 categories, or six days for international categories.

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Note: If an international category pilot's category has a published MSL and his line contains a contiguous block(s) of on-call days equal to or greater than the MSL, he may not move an X-day if such X-day move would reduce the length of such contiguous block(s) of on-call days below the MSL.

and

- e. movement of an X-day(s) maintains a minimum separation between X-day blocks, or between an X-day block and a training day(s), or between an X-day block and a vacation day(s), or between an X-day block and a PD/APD day(s), or between an X-day block and a day(s) of jury duty equal to the lesser of the number of days in the longest published rotation in the category or:

- 1) three days in a domestic category or
- 2) four days in an international category,

Exception: If an international category pilot has a reserve line that contains a contiguous block(s) of nine or more on-call days and is in a category in which 20% or more of the published rotations are scheduled to operate for nine or more days, he may not move an X-day if such X-day move would reduce the length of such contiguous block(s) of on-call days below the weighted average length, rounded to the nearest whole number, of all published rotations in the category that are scheduled to operate for nine or more days.

Note one: The minimum separation length (MSL) described above will be published in the bid package.

Note two: The terms of this Exception may be modified by mutual agreement between the Director – Crew Resources and the MEC Scheduling Committee Chairman.

and

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

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

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

O. Full Service Bank

- 1. A pilot's bank will have an account balance that is positive, negative or zero.
- 2. A bank balance is subject to the following limits:
 - a. A positive bank balance may not exceed 60 hours.
 - b. A negative bank balance may not exceed 30 hours.
- 3. In each bid period:
 - a. a pilot may deposit into his bank account up to 20 hours of credit that is accumulated in excess of 80 hours in such bid period.
 - b. the first five hours of credit a pilot accumulates in excess of 80 hours will be automatically applied against a negative bank balance. Such repayment does not constitute a deposit.
 - c. a deposit will be applied against a negative bank balance.

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- d. a pilot may withdraw all or any portion of his positive bank balance for the purposes set forth in **Section 12 O. 4.**
- e. a pilot may borrow up to 20 hours of credit from his bank in a bid period for the purposes set forth in **Section 12 O. 4.**
4. A pilot may withdraw or borrow from his bank account for the following purposes:
 - a. to receive additional credit for pay purposes (up to the lesser of the ALV plus five hours or 82 hours) for the current bid period.
Exception: A pilot may not withdraw more than five hours from his bank in a bid period in which the pilot is awarded a GS.
 - b. to purchase up to ten vacation days for use during the subsequent vacation year.
 - c. to purchase, by mutual agreement, up to ten vacation days for use during the current vacation year.
- Note: See **Sections 7 E. 4. – 6.** concerning placement of purchased vacation days.
5. A pilot may not use more than ten purchased vacation days in any vacation year.
6. Bank credit withdrawn or borrowed by a pilot will be paid at his carry-over rate for the bid period in which such transaction occurs.
7. Bank transaction requests must be submitted via DBMS under **Section 23 B.**
8. A bank transaction(s) will be processed at the end of a bid period.
9. A pilot's bank deposit will be processed before any other bank transaction initiated by him.

P. Co-terminal Operations

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

Q. Sleep Opportunity Time - Domestic Category Only

1. At the time of publication of the bid package if a duty period is scheduled to intrude into a WOCL, it will:
 - a. contain no more than two landings within the WOCL.

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- b. not contain a flight segment(s) originating subsequent to the WOCL.
2. An initial line will not contain:
 - a. consecutive duty periods that intrude into the WOCL, unless the intervening break-in-duty:
 - 1) is at least 21 hours, or
 - 2) includes the period from 0000 to 0759 (pilot's base time).
 - b. a rotation with more than two duty periods that intrude into a WOCL.
3. Exceptions to the rules under ***Section 12 Q. 1.*** or ***2.*** may be made with the concurrence of the MEC Scheduling Committee Chairman.

R. DBMS Display

1. The Company will make available to each pilot via DBMS his block hours flown in the:
 - a. previous seven days.
 - b. previous 30 days.
 - c. previous 90 days.
 - d. current calendar month.
 - e. current calendar year.
 - f. previous 12 months.

1 SECTION 13

2
3 LEAVES OF ABSENCE

4
5 A. ~~Personal Leave~~ Definitions

- 6
7 1. **“Known personal leave”** means a period of unpaid personal leave that is made
8 available by the Company and awarded to pilots in a category, in seniority order,
9 under *Section 13 J. 2.*, during which a pilot will remain on active payroll status.
10 2. **“Legal duty”** means participation by a pilot in a legal proceeding as:
11 a. a juror, or
12 b. a subpoenaed witness in:
13 1) criminal litigation, or
14 2) legal or administrative proceedings arising out of his employment~~The Company may~~
15 ~~grant a pilot an unpaid personal leave when operations permit.~~
16 with the Company.
17 Exception: Participation in proceedings under *Section 1, 16, 18, 19, or 27* is
18 not legal duty.
19 3. **“Reserve pro rata share”** means the reserve guarantee divided by the associated
20 number of on-call days in a bid period on a reserve line.
21 4. **“Scheduled legal duty leave”** means legal duty leave that is reported by the pilot to
22 the Company prior to the close of line bidding for the bid period in which the legal
23 duty leave is scheduled to occur, and that the Company, at its discretion, places on
24 the pilot’s schedule prior to the close of line bidding for such bid period.
25 5. **“Unscheduled legal duty leave”** means legal duty leave that the Company does not
26 place on a pilot’s schedule prior to the close of line bidding for the bid period in
27 which the legal duty leave is scheduled to occur.
28

29 B. Medical Leave

- 30
31 1. A pilot who is unable to perform flight duties due to sickness or injury will be granted an
32 unpaid medical leave upon exhaustion of sick leave, or later if the pilot elects to utilize
33 earned vacation. During such a leave a pilot may be entitled to benefits under the D&S
34 Plan, and a former NWA pilot may be entitled to a Disability Retirement Pension under
35 the NWA Pension Plan or disability benefits under the NWA LTD Plan.
36 2. A pilot will be eligible to return to active payroll status or to begin training required in
37 order to return to active payroll status within ten years from the beginning of a medical
38 leave.
39 3. A pilot who does not return to active payroll status, or does not begin training required in
40 order to return to active payroll status, within ten years from the beginning of a medical
41 leave will be removed from the seniority list. A pilot who does not successfully complete
42 such training will not be deemed to have returned to active payroll status for purposes of
43 *Section 13 B.*

44 Note: For purposes of measuring the ten year period under *Section 13 B. 3.*:

- 45 a. For a former NWA pilot receiving a Disability Retirement Pension from the NWA
46 Pension Plan, or who receives or received a Disability Retirement Pension that

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

C. Return from Leave

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

Section 13 – Leaves of Absence

4. An administrative pilot will return to the line under **Section 10 B.**
5. A pilot who is released from duty for Association business will return to duty under LOA #1 (Release From Duty for Association Business: Option to be Removed From Category & Return to Duty).
6. A pilot who returns from a leave of absence and who has not been awarded a line for the bid period in which he returns will be placed on a specially created reserve line and, if training is required, he will be trained as soon as possible.

D. Military Leave

1. Upon his request, a pilot will be granted an unpaid military leave in accordance with applicable law.
2. Military leaves will expire according to the following (or earlier at the pilot's request):
 - a. Military leaves in excess of 180 days shall expire at the earlier of 90 days after discharge from active service or five years from the start of the leave.
 - b. Military leaves in excess of 30 days, but less than 180 days will expire 14 days after the conclusion of uniformed service.
 - c. Military leaves of 30 days or less will expire eight hours after the conclusion of uniformed service.

Exception: If a pilot is interned as a prisoner or hostage of war during a military leave, his military leave will expire 180 days after his release.
3. The Company may:
 - a. intervene with the appropriate military or draft board authorities to seek a deferment of military service, or
 - b. seek a deferment or cancellation of military training.

E. ~~Jury~~ Legal Duty/Witness Appearance ~~Leave~~

1. ~~A pilot will be released from duty, and paid and credited as shown on his line, to participate in a legal proceeding as:~~
 - ~~a. a juror, or~~
 - ~~b. a subpoenaed witness in:~~
 - ~~1) criminal litigation, or~~
 - ~~2) legal or administrative proceedings arising out of his employment.~~

~~Exception: This provision does not apply to Section 1, 18, 19, or 27 proceedings.~~
2. A pilot will immediately notify his Base Chief Pilot upon ~~Upon~~ receipt of a summons or subpoena: **for legal duty, a pilot will immediately notify the Chief Pilot Support Center, and will provide a copy of the summons or subpoena.**
2. A pilot will be placed on legal duty leave to participate in legal duty.
3. A pilot will be paid and credited:
 - a. 5:15 for each day of scheduled legal duty leave,
 - b. if awarded:
 - 1) a regular line, the scheduled value of each rotation dropped due to unscheduled legal duty leave.
 - 2) a reserve line, a reserve pro rata share for each on-call day dropped due to unscheduled legal duty leave.

Exception: A pilot who does not ~~se~~**immediately** notify his ~~Base~~**the** Chief Pilot ~~will not be paid during his absence.~~**Support Center under Section 13 E. 1. will be placed on unpaid legal duty leave.**

34. A pilot who is released from legal duty prior to the end of his legal duty leave period may, upon mutual consent with the Company, be removed from his remaining legal duty leave. Such pilot, if awarded:

- a. a regular line, will not receive pay or credit for the portion of the legal duty leave from which he is removed.**
- b. a reserve line, will be assigned a specially created reserve line covering the remainder of his legal duty leave.**

5. The Company may intervene with the appropriate authorities to seek release from or deferral of ~~jury~~legal duty or appearance as a witness.

4Note: A pilot who on his own behalf seeks release from or deferral of legal duty and is granted such release or deferral will request to be removed from his remaining legal duty leave under Section 13 E. 4.

6. A pilot subpoenaed as a witness in a legal or administrative proceeding not arising out of his employment ~~may, operations permitting,~~ will be granted a personal drop to accommodate such appearance.

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

F. Transfer Leave

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

Exception: Transfer leave does not apply to a pilot who is entitled to and receives a paid move under Section 6 B.

- 2. The length of transfer leave will be determined by the distance between the bases. A pilot will be afforded one day of transfer leave for every 400 miles, or portion thereof, between bases. Transfer leave will not be less than three days, nor more than seven days.**
- 3. Transfer leave will be designated in either the bid period before the conversion date, or the bid period after the conversion date, as follows:**

Line immediately before conversion	Line immediately after conversion	Bid period when released
Regular	Regular	Bid period with least days dropped
Regular	Reserve	Bid period after conversion
Reserve	Regular	Bid period before conversion
Reserve	Reserve	Bid period before conversion

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

5. The monthly guarantee of a reserve pilot will be reduced by 1/18th of the reserve guarantee for each reserve on-call day removed from a pilot's line due to a transfer leave.

G. Maternity Leave

1. Upon confirmation by a physician of pregnancy, a pilot will provide her Chief Pilot with a letter from her physician confirming pregnancy and indicating an estimated delivery date.
2. If a pregnant pilot's physician provides a written release for flight status, the pilot may continue to fly until the end of the second trimester (26th week) of pregnancy.
3. A pilot who provides medical certification of pregnancy will be released from duty upon her request, but not later than the end of the second trimester (26th week) of pregnancy. Such pilot will be eligible to use sick leave and unused earned vacation immediately upon her release from duty. Such pilot will be granted an unpaid medical leave upon exhaustion of sick leave, or later if she elects to use earned vacation.
4. A pilot who is medically disabled from performing flight duty on account of pregnancy will be eligible for disability benefits under the D&S Plan.
5. A pilot who is on medical leave on account of pregnancy who has not lost her First Class Medical Certificate, but who in the judgment of her physician and the ~~Company's~~ Director – Health Services (or his designee) is medically disabled from performing flight duty, and whose return to active payroll status will be expedited by doing so, will be deemed to have lost her First Class Medical Certificate for purposes of long term disability benefit eligibility under the D&S Plan, for a period not to exceed six months.-
6. A pilot's eligibility for sick leave and/or medical leave on account of pregnancy will expire six weeks following normal delivery, or eight weeks following delivery by cesarean section. **If any personal medical condition of such pilot, physical or mental, continues to disable her from performing duties as a flight crewmember following this period, additional sick leave will be subject to *Section 14* and/or additional medical leave will be subject to *Section 13 B*.**
~~Exception: Upon medical certification that the pilot's condition or health prevents her return to flight duty, her sick leave/medical leave will be extended beyond such dates.~~
7. A pilot on medical leave on account of pregnancy will continue to receive Company paid medical/dental coverage and life insurance for herself and her eligible family members for the first 30 days of such leave and during any period in which she is receiving benefits under the D&S Plan. A pilot may thereafter continue medical/dental coverage and life insurance at her cost for the duration of such leave.
8. A pilot on medical leave on account of pregnancy will be responsible for any optional insurance premiums (including, but not limited to, optional additional life insurance, dependents life insurance, accidental death and dismemberment insurance, and voluntary personal insurance).
9. Return to flight status will be contingent upon medical certification from the pilot's physician of her fitness to return to flight status without restrictions or limitations.

H. FMLA Leave

1. A pilot will be eligible for FMLA leave under the Family and Medical Leave Act if he:
 - a. Has a minimum of 12 months of service,
 - b. Has a FMLA qualifying event under *Section 13 H. 2.*,

Section 13 – Leaves of Absence

- 1 c. Requests the leave 30 days in advance, if practicable, or otherwise as soon as
2 practicable, and
- 3 d. Has a minimum of either:
 - 4 1) 504 paid hours, excluding vacation and sick time, during the 12 months
5 immediately preceding the leave, or
 - 6 2) 540 paid hours during the 12 months immediately preceding the leave.
- 7 2. FMLA qualifying events include:
 - 8 a. Birth of a child and to care for the child.
 - 9 b. Placement of child with the pilot for adoption or foster care and to care for the newly
10 placed child.
 - 11 c. For the pilot's own serious health condition which renders the pilot unable to perform
12 the functions of his job.
 - 13 d. To care for the pilot's spouse, domestic partner, child under the age of 18 (or over the
14 age of 18 if the child has a permanent physical or mental disability that prevents him
15 from performing three or more activities of daily living under the Americans with
16 Disabilities Act), or parent with a serious health condition.
 - 17 e. Qualifying exigency arising out of the fact that a covered family member who is a
18 member of a regular component of the Armed Forces is deployed to a foreign
19 country.
 - 20 f. Qualifying exigency arising out of the fact that a covered family member who is a
21 member of the National Guard or Reserves is deployed to a foreign country under a
22 call or order to active duty.
 - 23 g. To care for a covered family member who received a serious injury or illness in the
24 line of duty while on active duty in the Armed Forces.
- 25 3. The maximum duration of a FMLA leave is:
 - 26 a. Up to 12 weeks of leave during the applicable rolling 12-month period, for qualifying
27 events under **Section 13 H. 2. a., b., c., d., e., and f.**
 - 28 b. Up to 26 weeks of leave in a single 12-month period to care for a covered service
29 member with a qualifying serious injury or illness, under **Section 13 H. 2. g.** Such 26
30 weeks of leave include the 12 weeks of leave otherwise available under the FMLA.
- 31 4. FMLA leave is unpaid leave, unless the pilot is eligible for other paid leave (e.g.,
32 vacation, sick leave, accident leave).
- 33 5. While on FMLA leave, a pilot will be eligible for benefits as follows:
 - 34 a. Medical, dental and vision benefits, by the timely payment of premium(s) equal to the
35 premium(s) paid by a pilot in active payroll status, for the option(s) he is enrolled in.
 - 36 b. Company-paid basic life insurance.
 - 37 c. Disability benefits and survivor medical, dental and vision benefits, while
38 ~~concurrently on active payroll status (e.g., vacation) and FMLA leave; and, for~~
39 ~~disability benefits only, during the first 30 days (whether or not consecutive) of~~
40 ~~FMLA leave that does not run concurrently with active payroll status, and vision~~
41 **benefits.**
- 42 6. A pilot may elect to use any unused, earned vacation while on FMLA leave for the
43 qualifying events under **Section 13 H. 2. a. – c.** A pilot is required to use any unused,
44 earned vacation while on FMLA leave for the qualifying events under **Section 13 H. 2. d.**
45 **– g.**

Section 13 – Leaves of Absence

7. Notwithstanding any other provision of this **Section 13**, FMLA leave will be granted and administered consistent with the Family and Medical Leave Act of 1993 and the regulations promulgated thereunder.

I. Death in the Immediate Family

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

J. Personal Leave

1. The Company may grant a pilot an unpaid personal leave when operations permit.
2. In addition, the Company may award periods of known personal leave, in category, in seniority order, to eligible pilots in such category as follows:
 - a. A pilot will be eligible to be awarded a period of known personal leave if he:
 - 1) has completed OE,
 - 2) is not a non-consolidated pilot, and
 - 3) is not scheduled to fly or be absent during the period of known personal leave (e.g., vacation, training, military leave, sick leave, or legal duty leave).

Note: A pilot who is anticipated by the Company to attend training will be considered to be scheduled for such training for the purposes of *Section 13 J. 2.*

 - a. 3). Such pilot would not be an eligible pilot under this Section.

- b. An eligible pilot may bid and be awarded an available period of known personal leave under the following schedule:

Days Before Start of Bid Period Containing Available Period of Known Personal Leave	Event
36 days	Available periods of known personal leave posted
31 days	Bidding for periods of known personal leave closes
27 days	Awards of periods of known personal leave posted

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

K. General

1. While on a leave of absence, a pilot will not engage in:
 - a. aviation employment without prior permission from the Company, or
 - b. business activities adverse to the Company's interest.
2. A pilot on an unpaid leave of absence will be eligible for continued Company medical/dental coverage for the first 30 days of leave. A pilot may thereafter continue medical/dental coverage and life insurance at his cost for the duration of the leave, in accordance with procedures established by the Company.
Exception: A pilot on known personal leave under Section 13 J. 2. will be eligible for continued Company medical/dental, disability, life insurance, and survivor medical/dental coverage throughout the duration of his known personal leave.
3. For line construction purposes, the value of an unpaid leave of absence will be 1/30th or 1/31st of the ALV for each day of such unpaid leave.

1 SECTION 14

2
3 SICK LEAVE

4
5 A. Definitions

- 6
7 1. "Doctor" means a medical professional who holds one of the following degrees:
- 8 a. M.D.,
 - 9 b. D.O.,
 - 10 c. D.D.S., ~~or~~
 - 11 d. D.C.,
 - 12 e. D.M.D., or
 - 13 f. D.P.M.
- 14 2. **"Doctor's certificate" means written verification from a doctor indicating in general**
- 15 **terms the nature of a pilot's sickness.**
- 16 3. "Employment year" means a one-year period beginning on a pilot's employment
- 17 anniversary date.
- 18 4. **"Known absence" means a period of unavailability in a subsequent bid period for**
- 19 **which a pilot is scheduled prior to initial line awards for such bid period (e.g.,**
- 20 **training, vacation, sick, MLOA, ALPA duty) during which a pilot may not be**
- 21 **awarded a rotation(s) or on-call day(s).**
- 22 5. ~~"Scheduled Known~~ accident leave" means accident leave in the subsequent bid period
- 23 that is known by the pilot ~~and reported to the Company~~ before the date for the close of
- 24 line bidding for such bid period as specified in **Section 23 B.**
- 25 6. ~~"Scheduled Known~~ sick leave" means sick leave in the subsequent bid period that is
- 26 known by the pilot ~~and reported to the Company~~ before the date for the close of line
- 27 bidding for such bid period as specified in **Section 23 B.-**
- 28 7. "NWA sick leave bank" means the accumulated sick leave hours of a former NWA pilot
- 29 under the NWA CBA as of the day preceding October 30, 2008 (or, in the case of a NWA
- 30 disabled pilot or inactive NWA pilot, as of the day preceding the applicable date under
- 31 **Section 14 O. 1. Exceptions one through three)-D. 1. d. and e.).**
- 32 8. "Personal drop sick" (PDS) means a personal drop request by a pilot to engage in a
- 33 routine health maintenance procedure. PDS requests will be granted at the discretion of
- 34 the Chief Pilot's Office.
- 35 9. **"Pro rata portion of the ALV" means the ALV for a position divided by the number**
- 36 **of days in a bid period.**
- 37 10. **"Pro rata portion of the reserve guarantee" means the reserve guarantee for a**
- 38 **position divided by the number of days in a bid period.**
- 39 11. **"Reserve pro rata share" means the reserve guarantee divided by the associated**
- 40 **number of on-call days in a bid period on a reserve line.**
- 41 12. "Sick" means disabled due to sickness, as defined in **Section 14 A. 7.**
- 42 13. **"Sick leave shadow period" means a period of unavailability that is applied to a**
- 43 **pilot's line prior to initial line awards under Section 14 H., during which an award**
- 44 **of a rotation(s) or on-call day(s) will be for pay purposes only. Any such rotation(s)**
- 45 **or on-call days(s) will remain available to be awarded to another pilot in PBS.**
- 46 14. "Sick leave year" means the period from June 1 of each year to the subsequent May 31.

Section 14 – Sick Leave

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

16. **“Sick occurrence” means the period between the time a pilot calls in sick and the time that he calls in well.**

Note: Regular line days off and reserve X-days within a sick occurrence will not be considered to be sick leave.

17. “Unanticipated accident leave” means accident leave for the current or subsequent bid period that is reported to the Company by a pilot after the line award for the bid period.

18. “Unanticipated sick leave” means sick leave for the current or subsequent bid period that is reported to the Company by a pilot after the line award for the bid period.

19. **“Unverified sick leave” means sick leave not verified under Section 14 F. 2.**

B. Dental Conditions

1. With respect to dental conditions, a pilot will be deemed to be sick for purposes of sick leave only for periods of absence:

- a. during which he is hospitalized;
- b. during which he is taking prescription medication that makes him ineligible for flying status;
- c. **during which he is experiencing oral/facial pain and/or requires immediate dental treatment.**
- d. **due to any dental surgery requiring a period of recuperation and/or secondary treatments during which a pilot is unable to exercise the following types privileges of surgery: his 1st Class medical.**

~~1) Gingivectomy (excision of gum tissue in pyorrhea)~~

~~2) Apicoectomy (amputation of the apex of tooth)~~

~~3) Surgical removal of impacted teeth.~~

~~(Note: Definitions from Taber’s Condensed Medical Dictionary)~~

2. A pilot will not be deemed sick for purposes of sick leave during absences due to ~~other types of dental care or treatment~~ **routine or recare appointments.**

C. Injury on Duty

1. A pilot who is sick due to an injury occurring on duty with the Company, will be eligible for up to 90 **consecutive** days of accident leave, for each separate accidental injury. Accident leave must be exhausted prior to using sick leave.

2. While eligible, and to the extent of his available accident leave:

- a. a regular pilot will be paid and credited:
 - 1) for the scheduled value of his rotation(s) lost due to unanticipated accident leave, or
 - 2) **the greater of:**
 - a) **the scheduled value of his rotation(s) awarded for pay purposes under Section 14 H. 1/30th, or 1/31st**
 - b) **a pro rata portion of the ALV for each day of his scheduled known accident leave.**
- b. a reserve or unassigned pilot will be paid and credited:

Section 14 – Sick Leave

- 1) ~~1/18th of the a~~ reserve ~~guarantee~~ **pro rata share** for each of his on-call day(s) lost due to unanticipated accident leave, or
- 2) ~~1/30th the greater of:~~
 - a) **a reserve pro rata share for each of his on-call day(s) awarded for pay purposes under Section 14 H. 1., or 1/31st**
 - b) **a pro rata portion** of the reserve guarantee for each day of his ~~scheduled~~ **known** accident leave.

Note: A pilot who flies a portion of a rotation, but is unable to fly the entire rotation due to unanticipated accident leave, will not be paid and credited more than he would have received had he flown the entire rotation.-

D. Eligibility for Sick Leave Credit Hours

1. A pilot who:
 - a. has completed his initial OE at the Company will be eligible for sick leave credit hours as follows:

Year of Employment	Sick Leave Credit Hours
1 st	50
2 nd	75
3 rd	100
4 th	125
5 th	145
6 th	170
7 th	195
8 th	220
9th - 19th	240
20th and thereafter	270

Note: A pilot's year of employment for purposes of this chart is his number of years of employment plus one.

Examples:

- 1) A currently active pilot with an employment date of September 15, 2007 will enter the table on June 1, 2008 as having two years of employment (September 15, 2007 to June 1, 2008 – the pilot is in his 1st employment year on June 1st, to which one will be added, providing two years of employment for sick leave credit purposes.
- 2) A currently active pilot with an employment date of July 16, 2001 will enter the table on June 1, 2008 as having eight years of employment (July 16, 2001 to June 1, 2008 – the pilot is in his 7th year of employment on June 1st, to which one will be added, providing for eight years of employment for sick leave credit purposes.
- b. exhausts his sick leave credit hours for any sick leave year, and whose absence due to sickness continues into the subsequent sick leave year, will not be eligible to receive an allotment of sick leave credit hours in a subsequent sick leave year until he reports

Section 14 – Sick Leave

- 1 for a rotation, begins a reserve on-call day, or begins training in the subsequent sick
2 leave year.
- 3 c. returns to active payroll status following a medical leave of absence (under
4 **Section 13 B.**) will not be eligible for sick leave credit hours until completion of all
5 training required to return to flight duty, including OE.
- 6 **Note: If such pilot is returning from disability and has exhausted his sick leave**
7 **credit hours for the current sick leave year, he may elect to transfer up to 50**
8 **hours of his allotment from the subsequent sick leave year by making a written**
9 **request to his Chief Pilot or the Chief Pilot Support Center within 30 days of his**
10 **return to active payroll status. Such transferred sick leave credit hours will be**
11 **deducted from and will not carry over into his allotment for the subsequent sick**
12 **leave year.**
- 13 d. was an NWA disabled pilot immediately prior to his return to active payroll
14 status, will not be eligible for sick leave credit hours until completion of all
15 training required to return to flight duty, including OE.
- 16 e. was an NWA inactive pilot immediately prior to his return to active payroll
17 status, will be eligible for sick leave credit hours upon completion of all training
18 required to return to flight duty, including OE. His NWA sick leave bank
19 balance, if any, will be reduced by the number of sick leave credit hours so
20 credited to him. After this reduction, such pilot's remaining NWA sick leave
21 bank, if any, will be applied as described in **Section 26 Q.**
- 22 f. is recalled from furlough or is newly employed will be allocated the percentage of
23 annual sick leave credit hours (under **Section 14 D. 1. a.**) for the remainder of that
24 sick leave year as follows:
25

Month:	Percentage of annual sick leave credit hours
June	100%
July	91.7%
August	83.3%
September	75%
October	66.7%
November	58.3%
December	50%
January	41.7%
February	33.3%
March	25%
April	16.7%
May	8.3%

- 26
- 27 2. Sick leave credit hours (see **Section 14 D. 1.**) that are not used in a sick leave year do not
28 carry over to subsequent sick leave years.
- 29 Exception: A pilot on sick leave as of May 31 of one sick leave year (year 1), who
30 remains on sick leave as of June 1 of the next sick leave year (year 2), may carry over and
31 use his unused sick leave hours from year 1 in year 2 for only that continuous period of
32 sickness. The pilot will not receive an allotment of sick leave hours under **Section 14 D.**

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1 *I. a.* in year 2 or a subsequent sick leave year until he reports for a rotation, begins a
2 reserve on-call day or begins training in year 2 or a subsequent sick leave year.

3 ~~3. A pilot will be eligible for up to 300 sick leave credit hours at 100% of his composite-~~
4 ~~hourly pay (full pay sick leave hours) during a rolling three year period, to the extent of~~
5 ~~his available sick leave credit hours.~~

6 ~~4. Subject to **Section 14 D. 1. b.** and **c.**, a pilot who commences a medical leave of absence~~
7 ~~on or after June 1, 2006 will have his full pay sick leave hours restored when he returns~~
8 ~~from disability, if he makes a written request to his Chief Pilot within 30 days of his~~
9 ~~return to active payroll status. A pilot may use this provision once every four sick leave~~
10 ~~years (e.g., a pilot who requested and was granted this restoration to be effective on June~~
11 ~~1, 2007 may be granted another restoration due to a subsequent return from disability not~~
12 ~~earlier than June 1, 2011).~~

13 Note: ~~If a pilot has his full pay sick leave hours restored under **Section 14 D. 4.**, such full-~~
14 ~~pay hours will be applied to a rolling 3 year period beginning on June 1 of the sick leave~~
15 ~~year in which his restoration is made.~~

16 E. Pay And Credit

17 1. While eligible, and subject to **Section 14 E. 4. and 5.:**

18 a. a regular pilot will be paid and credited:

19 1) for the scheduled value of his rotation(s) lost due to unanticipated sick leave, or

20 2) **the greater of:**

21 a) **the scheduled value of his rotation(s) awarded for pay purposes under**
22 **Section 14 H. 1/30th, or 1/31st**

23 b) **a pro rata portion** of the ALV for each day of his ~~scheduled~~**known** sick
24 leave.

25 Exception: ~~A regular pilot who is removed from a rotation due to his unanticipated~~
26 ~~sickness, and during the period in which such rotation was scheduled to operate~~
27 ~~advises the Company of the date on which he will be well, will receive sick leave pay~~
28 ~~and credit, to the extent of his available sick leave credit hours, for each duty period~~
29 ~~of such rotation that was scheduled to operate prior to the date on which he will be~~
30 ~~well.~~

31 Example:

32 Pilot calls in sick for four day rotation (A, B, C and D)

33 ~~Pilot advises the Company on B day that he will be well for C day~~

34 Pilot paid sick leave for A and B day

35 Pilot not paid sick leave for C and D day

36 (Scheduled block time on C and D day from rotation lost due to sick leave will not be
37 applied to his block hour limit.)

38 b. a reserve or unassigned pilot will be paid and credited:

39 1) ~~1/18th of the~~ **a reserve guarantee pro rata share** for each of his on-call day(s) lost
40 due to unanticipated sick leave, or

41 2) ~~1/30th~~ **the greater of:**

42 a) **a reserve pro rata share for each of his on-call day(s) awarded for pay**
43 **purposes under Section 14 H. 1., or 1/31st**

- b) **a pro rata portion** of the reserve guarantee for each day of his ~~scheduled~~**known** sick leave.

Note: A pilot who flies a portion of a rotation, but is unable to fly the entire rotation due to unanticipated sick leave, will not be paid and credited more than he would have received had he flown the entire rotation.

2. A regular pilot who ~~is removed from a rotation due to his unanticipated sickness and, during the a period in which such rotation was scheduled to operate~~**of sick leave**, advises the Company of the date on which he will be well, may ~~white slip, GS or GSWC:~~
- a. **rejoin a rotation(s) from which he was removed due to unanticipated sickness when it passes through his base. Such pilot may not rejoin a rotation that has been awarded/assigned to another pilot under Section 23 E., F., or R. unless such other pilot consents to removal. A pilot who consents to removal will not be eligible for a Company removal guarantee (Section 4 E.) or rotation guarantee (Section 4 F.),**
- b. **add a rotation(s) to his line under Section 23 E., F., or R. that conflicts with his period of sick leave and is scheduled to operate after he is well. ~~If he is awarded such white slip, GS or GSWC, he will~~**

Note one: The value of such added rotation(s) will be used to replenish the pilot's sick leave credit allotment up to the value of sick leave paid for that portion of his sick leave that occurred after the date on which he advised the Company he would be well. Additional pay above the single pay and credit of a rotation necessary to replenish the pilot's sick bank will be paid to the pilot.

Note two: If a pilot is subsequently removed from such added rotation(s) due to unanticipated sick leave, he will not receive sick leave pay and credit ~~(credit hours for any portions subject to Section 14 E. 4. and 5.)~~ only for the portion of such removed rotation that operated prior to the day of the report of such white slip, GS or GSWC ~~rotation~~ rotation that conflicts with the period of his original sick leave.

Example:

Note three: Any duty period that transitions from one day to the next will, for purposes of sick leave replenishment and calling in well, be deemed to have been completed on the day the duty period began (see Example Four below).

Note four: Sick leave credit hours that are replenished will not be applied against a pilot's block hour limit or his white slip pickup limit.

Example One:

Pilot calls in sick for a four-day rotation (A, B, C, and D) **with a value of 24 hours**
Pilot advises the Company on A day that he will be well for B day
~~Pilot white slips a two day rotation on C and D day of original rotation~~
Pilot paid **24 hours of sick leave for original rotation**
A day has a value of ~~original~~**seven hours and remaining rotation has a value of 17 hours**
~~Pilot not paid~~**On C day, pilot is awarded and flies a three day white slip with a value of 18 hours**
17 hours will be used to replenish the pilot's available sick leave hours
~~Pilot receives pay and credit for B, C and D day of original rotation~~

~~(Scheduled block time on B, C and D day from rotation lost due to sick leave will not be applied to his block the remaining one hour limit)~~

~~Pilot paid of pay due for the white slip rotation and such block time applies to his block hour limit~~

Example Two:

Pilot calls in sick for a four-day rotation (A, B, C, and D) with a value of 20 hours

Pilot advises the Company on B day that he will be well for C day

Pilot paid 20 hours of sick leave for original rotation

A and B days have a value of nine hours and remaining rotation has a value of 11 hours

On C day, pilot is awarded and flies a one-day white slip with a value of seven hours

All seven hours will be used to replenish the pilot's available sick leave hours

Pilot receives no other pay and credit

Example Three:

Pilot calls in sick for a four-day rotation (A, B, C, and D) with a value of 21 hours

Pilot advises the Company on A day that he will be well on B day

Pilot paid 21 hours of sick leave for original rotation

A day has a value of six hours and remaining rotation has a value of 15 hours

On B day, pilot is awarded and flies a two-day green slip with a value of 11 hours

11 hours will be used to replenish the pilot's available sick leave hours

Pilot receives single pay, no credit for the portion of the GS that exceeds the lesser of the ALV or 75 hours

Example Four:

Pilot calls in sick for a four day rotation (A, B, C, and D) with a value of 22 hours that includes a duty period that begins on B day and releases on C day

Pilot advises the Company on A day that he will be well on C day

Pilot paid 22 hours of sick leave for original rotation, of which 15 hours were attributable to A and B day

Pilot picks up a three-day rotation with a value of 18 hours that reports on C day

Seven hours will go to replenish the pilot's sick leave credit hours.

Pilot receives 11 hours pay and credit

3. Sick leave credit hours that are paid and credited to a pilot will be simultaneously deducted from such pilot's available sick leave credit hours, on a one-for-one basis, regardless of the percentage at which they are paid (full or 75%).
- ~~4. Subject to **Section 14D. 1.**, a pilot is eligible for up to 300 sick leave credit hours at full pay during each rolling three year period measured as of the first day of each twelve-month period beginning in June 2006 (rolling three year period), to the extent of his~~

available sick leave credit hours. Once a pilot has used all of his sick leave credit hours at full pay in any rolling three year period, any remaining sick leave credit hours used during the remainder of the rolling three year period will be paid at a rate of 75% of his composite hourly pay rate. Full pay hours are always used before 75% pay hours.

a. Example one: Pilot in his 2nd year of employment is eligible for 75 sick leave credit hours. Therefore, 75 hours is all he is eligible to use in the first year of this rolling three year period. All 75 hours will be paid at full pay. If he uses all of his 75 hours in the first year, then he would be eligible for 225 (300 - 75) sick leave credit hours at full pay in the remaining two years of the rolling three year period.

b. Example two: Pilot in his 16th year of employment is eligible for 240 sick leave credit hours. Therefore, he is eligible for all 240 sick leave credit hours at full pay in the first year of his rolling three year period. If he used all 240 sick leave credit hours at full pay in the first year of his rolling three year period, he would have 60 sick leave credit hours at full pay remaining in year two or three of the rolling three year period. If in year two, he uses 60 sick leave credit hours at full pay, he would be eligible for 180 sick leave credit hours at 75% of pay in the remainder of year two and 240 sick leave credit hours at 75% of pay in year three.

c. Example three: Pilot in his 12th year of employment is eligible for 240 sick leave credit hours. Pilot uses 35 sick leave credit hours at full pay in the first year of the rolling three year period, and therefore he is eligible for 265 sick leave credit hours at full pay for the remainder of the rolling three year period. This pilot then uses 180 sick leave credit hours at full pay in year two of the rolling three year period. He then is eligible for 85 sick leave credit hours at full pay in year three. If he exceeds 85 sick leave credit hours at full pay in year three, any additional sick leave will be paid at 75% of his composite hourly pay rate, up to the amount of his remaining sick leave credit hours. As the pilot commences year four, the 35 sick leave credit hours at full pay used in year one will again be available to him at full pay. As he commences year five, the 180 sick leave credit hours at full pay used in year two will again be available to him at full pay.

d. Example four: Pilot in his 12th year of employment is eligible for 240 sick leave credit hours. Pilot uses 50 sick leave credit hours at full pay in the first year of the rolling three year period and 50 sick leave credit hours at full pay in the second year of the rolling three year period. In the third year of the rolling three year period, the pilot uses 100 sick leave credit hours at full pay through May 31 and remains on sick leave past June 1 by carrying over and using 140 sick leave credit hours, under **Section 14 D. 2. Exception**. Of these 140 sick leave credit hours, the pilot uses the first 100 at full pay and the remaining 40 at 75% pay.

4. Each pilot's sick leave year begins on June 1 and ends on the following May 31.

6. When a pilot transitions from full pay to 75% pay for sick leave hours during a rotation and such rotation includes aircraft types that have different composite hourly rates, he will be paid:

- a. for the portion of such rotation for which he has remaining full pay sick leave hours, at the average composite hourly rate of such rotation, and
- b. for the portion of such rotation that exceeds the remaining full pay sick leave hours available, at 75% of the average composite hourly rate of such rotation.

Section 14 – Sick Leave

~~Note: The average composite hourly rate of the rotation will be calculated by multiplying the total hours scheduled on each aircraft type by the composite hourly rate for that aircraft type and dividing that product by the total credit hours of such rotation.~~

5. A computer display will be provided to permit a pilot to view his sick leave usage and balance.
6. A pilot who, while engaged in international operations outside the United States, suffers an illness or injury that arises from an occupational condition peculiar to the country(ies) in which he performed services, or living condition(s) peculiar to the country(ies) in which he performed services, will be eligible for sick leave under **Section 14**. In addition, the following will apply to such pilot:
 - a. ~~the~~**The** sick leave credit hours of a pilot who returns to active payroll status in the same ~~employment~~**sick leave** year will be restored in an amount equal to the sick leave credit hours paid and credited to him in such ~~employment~~**sick leave** year on account of such illness or injury.
 - b. ~~a~~**A** pilot who returns to active payroll status in a subsequent ~~employment~~**sick leave** year will be eligible for sick leave credit hours in such year under **Section 14 D. 1**.
 - c. ~~a~~**A** pilot who receives a short term disability benefit payment under the D&S Plan, will be paid a supplemental payment equal to the difference between the benefit payment and the ALV for his category.
7. A pilot who is granted a PDS will not receive pay and credit for the rotation or reserve on-call day(s) dropped.
- ~~10. Sick leave pay, to the extent that it is paid under Section 26 P. 1., is the obligation of the D&S Plan and not the obligation of the Company.~~

F. Notification/Verification of Sickness

1. ~~The Company may require that a~~**A pilot will notify Crew Scheduling upon becoming aware:**
 - a. **that, due to sickness, he will be unable to perform duty or be available on an on-call day,**
 - b. **of a period of known sick leave and known accident leave so that Crew Scheduling may post it as a known absence, and**
 - c. **that he is well.****Note: A pilot is not required to state the nature of his illness to Crew Scheduling.**
2. **A pilot may verify his**~~any~~**sickness by providing, at the Company's option, to his Chief Pilot or the Chief Pilot Support Center either:**
 - ~~a.~~ a doctor's certificate; or
 - ~~b.~~ other proof of illness. **At its option, the Company may require a doctor's certificate to satisfy verification under Section 14 F. 2., 3., or 4.**
- ~~2. Under normal conditions, the Company will not require verification unless the~~
3. **Verification of sickness under Section 14 F. 2. is required when:**
 - a. **a pilot has used more than 100 hours of unverified sick leave in a sick leave year, or**
 - b. **a pilot has been absent on a single sick occurrence for 15 or more than seven consecutive days.**

- 1 4. **When individual circumstances exist that give the Company a good faith basis to**
2 **inquire regarding the medical reason for a pilot's use of sick leave, such pilot is-**
3 ~~not~~**may be** required to state the nature of his sickness to Crew Scheduling. ~~He may be~~
4 ~~required to describe his sickness~~**illness** in general terms to his Chief Pilot. **Following**
5 **such discussion, the Chief Pilot may:**
6 **a. consider the current sick leave occurrence to be verified, or**
7 **b. require verification of sickness from the pilot under Section 14 F. 2.**
8 **Note: Such individual circumstances may not be derived solely from the amount of**
9 **sick leave used by the pilot or the frequency of his sick occurrences.**
10 5. **In the event the Company requires a doctor's certificate for verification, a pilot may**
11 **submit a reimbursement claim through DBMS for any reasonable expense incurred**
12 **in obtaining such verification.**
13

14 G. Medical Release Requirement
15

- 16 ~~A pilot~~**A pilot who is required to verify his sickness under Section 14 F. 4.** may be
17 required to provide the Company with a written authorization for release of medical
18 information (release), provided the release is limited to:
19 1. the specific sickness for which the pilot claimed sick leave,
20 2. the day(s) on which the pilot claimed sick leave and the consecutive day(s) off
21 immediately preceding and succeeding the day(s) on which a pilot claimed sick leave,
22 and
23 3. a Company designated doctor or other health care professional(s) and the ~~Company's~~
24 Director – Health Services and the Senior Vice-President of Flight Operations.
25

26 H. Effect on Monthly Bidding
27

28 A pilot who:

- 29 1. bids prior to his ~~unanticipated sickness~~**known sick leave or known accident leave**
30 ~~will be eligible to be awarded a line under Section 23.~~
31 ~~b. prior~~**have a sick leave shadow period applied** to his ~~scheduled sickness will be awarded~~
32 ~~a line that does not contain rotations, X days, on call days or training days during such~~
33 ~~scheduled sickness and that determines,~~**line of time** for purposes of **Section 14 C. and E.,**
34 ~~the pilot's status as a regular~~**period of such known sick leave or reserve pilot known**
35 **accident leave.**
36 2. exhausts his available sick leave credit hours, and remains unavailable due to sickness,
37 will:
38 a. be removed from his line, if applicable, and
39 b. not be eligible to bid or be awarded a line until he:
40 1) reports that he is able to return to flight duty (at which time he will be placed on a
41 specially created reserve line), and if applicable,
42 2) is approved to return to flight status under **Section 15 B.**
43 **Note: A pilot will not be removed from his line until the earlier of confirmation by**
44 **the pilot that he will not be available for the remaining portion of such line or seven**
45 **days after the first attempted contact by Crew Resources to confirm the pilot's**
46 **availability for the remaining portion of such line.**

I. **Drug/Alcohol Rehabilitation Leave (DPAC)**

A pilot is covered by the provisions of ~~Human Resources Practices~~ **the Flight Operations Policy and Procedures (FOPP) Manual 1026, dated July 1, 200300-30-50**, as it may be amended in consultation with the Delta Pilot Assistance Committee.

J. International Operations

1. In addition to the benefits described in *Section 14 C.* and *E.*, the Company will reimburse a pilot engaged in international operations for:
 - a. additional expenses occasioned by his location outside the continental limits of the United States at the time of his sickness.
 - b. the complete care of his occupational sickness, and reoccurrences of the same (so long as the pilot remains an employee of the Company), arising from his occupation or due to the living and health conditions peculiar to the countries in which he performed services.Note: In such cases, a pilot will assign any worker's compensation benefits due under applicable law to the Company.
2. The Company will return to the United States a pilot engaged in international operations who becomes sick outside the continental limits of the United States and requires treatment or convalescence in the United States.
3. A pilot engaged in international operations who becomes sick outside the continental limits of the United States will continue to accrue per diem until he returns to his base.

K. Effect on Vacation

1. A pilot who is incapacitated, immobile and confined to a hospital or his home, immediately prior to or while on vacation may be placed on sick leave in lieu of vacation, provided he submits:
 - a. a written request to the Senior Vice President-Flight Operations, and
 - b. a doctor's certificate supporting such incapacitation, immobilization and confinement.
2. A pilot who is placed on sick leave in lieu of all or a portion of a vacation period may re-bid such vacation period (or portion thereof) through the vacation move-up process.
3. A pilot who is placed on accident leave may in lieu of taking all or a portion of a vacation, upon written notice to Crew Resources prior to the end of the vacation period, re-bid such vacation (or portion thereof) through the vacation move-up process. The pro rata portion of the ALV, in the month in which such days were originally scheduled, will be deposited into the pilot's vacation bank for each vacation day to be re-bid.

L. Early Return From **Known Sick Leave** or **Known Accident Leave**

1. A pilot who was awarded a line with ~~scheduled~~ **known sick leave** or **known accident leave** and who subsequently returns ~~from sick or accident leave~~ prior to his anticipated date of return will **be afforded the option of receiving pay and credit for the balance of his scheduled sick leave or scheduled accident leave or**, if awarded:

Section 14 – Sick Leave

- a. a regular line,
 - ~~1) be assigned a specially created reserve line covering the balance of his originally shown sick or accident leave, or~~
 - 2) ~~by mutual agreement between the pilot and the Company, be~~being assigned a blank regular line covering the balance of his ~~scheduled~~known sick leave or known accident leave. **Upon his notification to Crew Scheduling when calling in well, he may request and** be assigned a specially created reserve line covering the balance of his originally shown sick or accident leave.
 - b. a reserve line, being assigned a specially created reserve line covering the balance of his originally shown sick or accident leave.
2. A pilot who:
 - a. **opts to receive pay and credit for the balance of his known sick leave or known accident leave under *Section 14 L. 1.* will be permitted to construct a line from open time available at the time of assignment, without regard to *Section 23 P.* subject to *Section 14 E. -2.***
 - b. is assigned to a blank regular line under *Section 14 L. 1. a. 2)* will be permitted to construct a line from open time available at the time of assignment, without regard to *Section 23 P.*
 3. A pilot who is assigned to a:
 - a. specially created reserve line under *Section 14 L. 1. a. 1)* or *14 L. 1. b.* will be guaranteed pay and credit for no less than ~~1/30th~~ or ~~1/31st~~ **a pro rata portion** of the reserve guarantee for each day on his specially created reserve line.
 - b. blank regular line under *Section 14 L. 21. a.* will not be guaranteed pay and credit for the value of his originally shown period of sick leave.
 - ~~4. A regular pilot who is removed from a rotation due to his sickness may, upon his request, rejoin his rotation when it passes through his base.
Exception: Such pilot may not rejoin a rotation that has been awarded/assigned to another pilot pursuant to a white slip, GS, GSWC, IA, IAWC or yellow slip unless such pilot consents to removal.
Note: A pilot who consents to removal will not be eligible for a Company removal guarantee (*Section 4 E.*) or rotation guarantee (*Section 4 F.*).~~
 - ~~5. The sick leave bank of a pilot who rejoins his rotation under *Section 14 L. 4.* will not be debited for the portion of the rotation occurring after the pilot rejoined it.~~

M. Workers Compensation Benefits

When a pilot is absent from work because of a sickness for which he receives workers compensation payments or payments as provided in the Federal Longshoreman's and Harbor Workers Act, such payments will offset compensation received by him under *Section 14*, covering the same period of absence, to an equal dollar amount.

N. Sick Leave Transition for Pre-merger Delta Pilots

- ~~1. On October 30, 2008, a pre-merger Delta pilot will have his eligibility to use 240 sick leave credit hours at 100% of his composite hourly rate (under *Section 14 D. 3.*)~~

increased to 300 sick leave credit hours at 100% of his composite hourly rate during a rolling three year period, to the extent of his available sick leave credit hours.

2. Such full pay hours will be available for use for unanticipated sickness for a rotation or reserve on call day originating after October 30, 2008, or for a scheduled sickness for the next day after October 30, 2008 on which he utilizes sick leave, to the extent of his available sick leave credit hours. This increase in eligibility for full pay sick leave hours does not increase the amount of sick leave credit hours allotted a pre-merger Delta pilot in each sick leave year (as set forth in the chart in **Section 14 D. 1. a.**) or reset any pre-merger Delta pilot's rolling three year period. It provides a pre-merger Delta pilot eligibility for an additional 60 full pay sick leave hours in his current rolling three year period.

O. Former NWA Pilots—Sick Leave and Treatment of NWA Sick Leave Bank

1. On October 30, 2008, each former NWA pilot will receive the number of sick leave credit hours under **Section 14 D. 1. a.**, without proration. On October 30, 2008, the NWA sick leave bank of each former NWA pilot will be reduced by the number of sick leave credit hours credited to him under **Section 14 D. 1. a.** A NWA disabled pilot who is on sick leave on October 30, 2008 will continue to use his NWA sick leave bank until the earlier of the exhaustion of his NWA sick leave bank or the date he reports for duty and will receive sick leave credit hours under **Section 14 O. 1. Exception one b.** Sick leave hours from the NWA sick leave bank will be paid at current PWA rates, but administered under the terms of the NWA CBA until the transition to the Delta PBS system, at which time the sick leave hours will be administered under **Section 14 E.** and **Section 14 H.** of the PWA with the exception that NWA sick leave hours will continue to accrue at the rate of five hours per month until the earlier of a NWA disabled pilot's exhaustion of his NWA sick leave bank or reporting for duty.

Exception one: A NWA disabled pilot will receive the sick leave credit hours under **Section 14 D. 1. a.**, without proration and his NWA sick leave bank balance (after the number of sick leave hours used on or after October 30, 2008 have been deducted), if any, will be reduced by the number of sick leave hours credited to him under **Section 14 D. 1. a.**, at the following times:

- a. In the case of a NWA disabled pilot who had been receiving a Disability Retirement Pension from the NWA Pension Plan, or who had received a Disability Retirement Pension from the NWA Pension Plan until attainment of age 60, or who had been receiving disability benefits from the NWA LTD Plan, upon his successful completion of training required to return to flight duty, including OE.
- b. In the case of a NWA disabled pilot who had been on NWA sick leave immediately prior to reporting for duty, when he reports for duty or, if training is required to return to flight duty, upon his successful completion of such training, including OE.

Exception two: An individual who is an inactive NWA pilot immediately prior to reporting for duty, other than an inactive NWA pilot on unpaid medical leave, will receive the sick leave credit hours under **Section 14 D. 1. a.**, without proration and his NWA sick leave bank balance, if any, will be reduced by the number of sick leave credit hours so credited to him under **Section 14 D. 1. a.**, when he reports for duty.

Section 14 – Sick Leave

1 ~~Exception three: An individual who is an inactive NWA pilot on unpaid medical leave~~
2 ~~immediately prior to reporting for duty, will receive the sick leave credit hours under~~
3 ~~**Section 14 D. 1. a.**, without proration and his NWA sick leave bank balance, if any, will~~
4 ~~be reduced by the number of sick leave credit hours so credited to him under **Section 14**~~
5 ~~**D. 1. a.**, upon his successful completion of training required to return to flight duty,~~
6 ~~including OE.~~

7 ~~2. A former NWA pilot's first rolling three year period under **Section 14 E. 4.** will begin on~~
8 ~~the June 1 preceding October 30, 2008 (without taking into account any sick leave hours~~
9 ~~he used as an NWA airman before October 30, 2008).~~

10 ~~Exception: The first rolling three year period of a former NWA pilot who is covered by~~
11 ~~**Section 14 O. 1. Exception one, two or three** will begin on the June 1 immediately~~
12 ~~preceding the date he is credited with sick leave hours under the applicable **Exception.**~~

13 ~~3. After the reduction(s) under **Section 14 O. 1.**, a former NWA pilot's remaining NWA sick~~
14 ~~leave bank, if any, will be applied as described in **Section 26 V.**~~

1 SECTION 15

2
3 PHYSICAL EXAMINATIONS

4
5 A. Definitions

- 6
7 1. **“ALPA Aeromedical Advisor” is a doctor from ALPA’s Aeromedical Office**
8 **(Aviation Medicine Advisory Service).**
9 2. “Director – Health Services” (DHS) means an Aviation Medical Examiner
10 designated ~~annually~~ by the Company to conduct the medical review of a pilot under
11 **Section 14 G. 3. and Section 15 B.** If the designated DHS becomes unavailable, the
12 Company will promptly designate another Aviation Medical Examiner as the DHS.
13 3. “Physical standards” means the standards established by the FAA for the issuance of a
14 First Class Medical Certificate, including the FAA waiver and restriction policy.
15 4. “Pro rata portion of the ALV” means ~~a share (1/30th of the ALV for a position divided by~~
16 **the number of days in a 30-day-bid period or 1/31st in a 31-day bid period) of the ALV.**
17

18 B. Medical Review and Evaluation

- 19
20 1. Regardless of whether a pilot has a current First Class Medical Certificate, the ~~Company~~
21 Director – Health Services (DHS) may review the medical records of a pilot:
22 a. who receives an FAA special issuance medical certificate,
23 b. who seeks to return to flight duty after being absent for at least four months for
24 medical reasons, or
25 c. when there is reason to believe he may not meet the physical standards.
26 2. A pilot undergoing medical review under this section will give the DHS access to all
27 ~~medical~~**medically** records requested by the DHS.
28 3. The DHS may require ~~additional~~ a medical evaluation of a pilot holding a valid First
29 Class Medical Certificate. **This medical evaluation will be limited to the nature of the**
30 **First Class Medical physical standard(s) in question.**
31 4. The DHS and the ALPA Aeromedical Advisor will confer on the choice of ~~medical~~
32 ~~evaluator~~**the Company Medical Examiner (CME)** prior to sending the pilot for
33 evaluation, if the pilot releases the pertinent information to the ALPA Aeromedical
34 Advisor.
35 5. The DHS will select a ~~Company medical examiner (the CME).~~
36 6. Medical information provided by the DHS to the CME will be limited to medically
37 relevant information provided by doctors and treating facilities.
38 ~~7. The pilot, the Company and the CME will complete the evaluation, and any case review~~
39 ~~process, as expeditiously as possible.~~
40 7. The CME will be instructed to:
41 a. provide the pilot with written notice of his determination, and
42 ~~b. refrain from reporting~~**will not report** his determination to the FAA pending
43 resolution of any challenge under this section.
44 8. If the CME determines that a pilot does not meet physical standards, the pilot may
45 challenge such determination in the following manner:
46 a. Within 30 days of receipt of the written determination, the pilot may request a review.

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- b. The pilot may choose a qualified medical examiner (PME) to conduct a medical evaluation for the same purpose as the medical evaluation made by the CME. Employment of the PME will be at the pilot's expense. However, if the neutral medical examiner (NME) later determines that the pilot meets the physical standards, the pilot will, upon presentation to his Chief Pilot of an itemized bill from the PME, be reimbursed for such expense.
 - c. A copy of the PME's determination will be furnished to the Company. If the PME concurs with the CME that the pilot does not meet the physical standards there will be no further review.
 - d. If the PME does not concur with the CME, the pilot may initiate further review by making a written request to the Senior Vice President-Flight Operations within 30 days of the PME's determination. The review will consist of a medical evaluation performed by the NME, preferably a specialist. The NME will be selected by mutual agreement between the CME and the PME. **The NME will be advised as to physical standards required to hold a First Class Medical by both the DHS and the ALPA Aeromedical Advisor.**
 - e. Copies of the NME's determination will be furnished to the Company and the pilot. This determination will be final and binding on the Company and the pilot.
 - f. If the NME determines that the pilot meets the physical standards, the expense of employing the NME will be borne entirely by the Company. If the NME determines that the pilot does not meet the physical standards, the expense of employing the NME will be shared equally by the pilot and the Company.
 - g. This section will not be construed to deny a pilot his rights to normal FAA and NTSB appeal procedures. This section will not be construed to preclude the Company from requiring a pilot to appeal an FAA medical restriction or disqualification.
9. The medical review process set forth in this section is the exclusive procedure to determine whether a pilot seeking to return to flight duty meets the physical standards.
- 10. The pilot, the Company, the CME, and the NME will complete the evaluation, and any case review process, as expeditiously as possible.**

C. Pay and Credit While Undergoing a Medical Review

1. A pilot who is removed from flight duty for an evaluation under this section:
 - a. will be paid and credited as shown on his line for the period after such removal and until the CME's determination.
 - b. upon the CME's determination that he meets the physical standards, will be returned to flight duty.
 - c. upon the CME's determination that he does not meet the physical standards,
 - 1) will cease receiving such pay and credit, and
 - 2) will become eligible to use his unused sick leave and/or apply for disability benefits.
 - d. upon the NME's determination that he meets the physical standards ~~he~~, will be returned to flight duty, and:
 - 1) if he is then on sick leave, his sick leave will be replenished to the extent of his usage during the evaluation process, or

Section 15 – Physical Examinations

- 1 2) if such pilot exhausted his sick leave during the evaluation process, his sick leave
2 will be replenished to the extent of his usage during such process, and he will be
3 paid and credited a pro rata portion of the ALV for the period beginning on the
4 date his sick leave was exhausted and ending on the date he returns to active
5 payroll status. This pay will be offset by disability benefits covering this same
6 period.
- 7 e. upon the NME's determination that he does not meet the physical standards, will
8 remain eligible to use his unused sick leave, may continue to receive benefits under
9 the D&S Plan or may apply for disability benefits.
- 10 2. A pilot seeking to return to active payroll status from disability or medical leave who is
11 being evaluated under this section:
 - 12 a. upon determination by the DHS, CME, or NME that he meets the physical standards,
13 will be returned to active payroll status; and will be paid a pro rata portion of the
14 ALV from the date he presented his First Class Medical Certificate to his Chief Pilot,
15 to the date of his return to active payroll status. This pay will be offset by disability
16 benefits covering this same period.
 - 17 b. upon determination by the NME that he does not meet the physical standards, may
18 continue to receive benefits under the D&S Plan or remain on medical leave.
- 19 3. A pilot seeking to return to flight duty from sick leave, who is being evaluated under this
20 section:
 - 21 a. will be paid and credited as shown on his line, commencing on the date he presents
22 himself to his Chief Pilot to return to flight duty and ending on the date of a DHS or
23 CME determination that he meets the physical standards.
 - 24 b. upon a determination by the DHS or CME that he meets the physical standards, will
25 be returned to flight duty.
 - 26 c. upon the CME's determination that he does not meet the physical standards,
 - 27 1) will cease receiving such pay and credit, and
 - 28 2) will become eligible to use his unused sick leave and/or apply for disability
29 benefits.
 - 30 d. upon the NME's determination that he meets the physical standards, will be returned
31 to flight duty, and
 - 32 1) if such pilot is then on sick leave, his sick leave will be replenished to the extent
33 of his usage during the evaluation process, or
 - 34 2) if such pilot exhausted his sick leave during the evaluation process, his sick leave
35 will be replenished to the extent of his usage during such process and he will be
36 paid and credited a pro rata portion of the ALV for the period beginning on the
37 date his sick leave was exhausted and ending on the date he returns to active
38 payroll status. This pay will be offset by disability benefits covering this same
39 period.
 - 40 e. upon the NME's determination that he does not meet the physical standards, will
41 remain eligible to use his unused sick leave, may continue to receive benefits under
42 the D&S Plan or may apply for disability benefits.

1 SECTION 16

2
3 CREW AUGMENTATION and INTERNATIONAL OPERATIONS

4
5 A. Definitions

- 6
7 1. "International operation" means a flight segment to or from an airport, or between
8 airports, located outside the contiguous 48 states of the United States.
9 Exception: A flight segment ~~between to or from~~ an airport located in **the Mainland**
10 **United States and either** Canada or Alaska will not be considered an international
11 operation.
- 12 2. "Malaria endemic destination" (MED) means a destination that Flight Operations, in
13 consultation with the International Flying Optimization Team (IFOT), has recommended
14 that employees use a malaria chemoprophylaxis regimen when visiting as a crew
15 member. Rotations to a MED will be designated in the bid package and on the pilot's
16 rotation and a DBMS popup will remind a pilot assigned or awarded a rotation to a MED.
- 17 3. "Ocean crossing" means a flight segment
18 a. across the Atlantic Ocean, or
19 b. across the Pacific Ocean, as follows:
20 1) between the North American continent and the Hawaiian Islands,
21 2) between the Hawaiian Islands and any point west of the 160 degree meridian,
22 3) between the North American continent and a point west of the 160 degree
23 meridian,
24 4) between a Pacific Rim airport and Australia and/or New Zealand,
25 or
26 c. to or from an airport in South America, as follows:
27 1) between the United States and any point further south of the equator than 3
28 degrees, 30 minutes south latitude on the South American continent, and
29 2) any flight segment scheduled for greater than eight hours to, within or from the
30 South American continent,
31 or
32 d. to or from an airport in Europe that crosses latitude 36°N. and/or longitude 45°E.,
33 or
34 e. to or from an airport in Africa, as follows:
35 1) between the United States and any point on the African continent, and
36 2) any flight segment scheduled for greater than eight hours to, within or from the
37 African continent,
38 or
39 f. to or from an airport in Asia on a flight segment scheduled for greater than eight
40 hours to, within or from the Asian continent,
41 or
42 g. across the Arctic Ocean, between the North American continent and the Asian
43 continent.
- 44 4. "Relief Captain" means a Captain who is current in his position and augments a crew.
45 5. "Relief crew" means a relief Captain and a relief First Officer, collectively.

Section 16 – Crew Augmentation and International Operations

~~Note: For the 747-200 operation, a relief crew means a relief Captain and a relief Second Officer or a relief First Officer and a relief Second Officer.~~

6. “Relief First Officer” means a type-rated First Officer who is current in his position and augments a crew.

~~Exception: On the 747-400, 747-200 and the A-330 a Captain may fulfill the requirements of a relief First Officer.~~

B. Crew Augmentation

1. During operations that require one relief pilot, the relief pilot will be a relief First Officer.
2. During operations that require more than one relief pilot, a relief crew will be utilized.
3. A pilot will not serve as an LCP while serving as a relief pilot.

C. On-Board Crew Rest Accommodations

Additional specifics of on-board crew rest accommodations for each aircraft used on flights requiring a relief pilot or relief crew (including MAC flights) are contained in Joint Recommendations or Arbitration Awards attached to the PWA.

1. On flight segments that require a relief crew, the aircraft will have a permanent crew rest facility that:

a. on the B-777:

- 1) contains two bunk beds and two relief seats.
- 2) is located:
 - a) aft of the cockpit,
 - b) in the area above the cabin ceiling, and
 - c) in the vicinity of the door 1 cross aisle.

b. on the B-767-300ER:

- 1) contains two bunk beds, **and two seats.**
- 2) is located:
 - a) aft of the cockpit,
 - b) in the area **below the main deck** in the ~~forward~~ **mid portion of the cabin,**
accessed through a vestibule in the aft portion of the business class cabin,
and.
 - c) ~~in the vicinity of the door 1 cross aisle.~~

~~Note: For specifics, see Joint Recommendations of the B-767-300ER 12+ hour Crew Rest Optimization Team, September 2006.~~

~~e. on the 747-400:~~

Exception one: On the B-767-300ER aircraft that will be used in MAC operations operated under Section 12 F. 2. b. Exceptions Note two that require a relief crew and do not have a permanent crew rest facility or flat-bed seats installed:

- 1) **Seat 6C, the current 767-300ER crew rest seat, and seat 6E will be designated as crew rest seats.**
- 2) **Seat 6E will have the same crew rest seat specifications as seat 6C, the current rest seat.**

3) The divider curtains for seat 6C and 6E will extend so that each crew rest seat can be enclosed.

4) The seats in front of the pilot crew rest seats will be the last seats filled in the business class cabin.

Exception two: On the B-767-300ER aircraft that will be used in MAC operations operated under Section 12 F. 2. b. Exceptions Note two that require a relief crew and have been modified with Business Elite, Vantage Flat-Bed seats (in various Business Class (BC) cabin configurations as noted below):

1) Seat 7A, the current B-767-300ER crew rest seat, and seat 7D will be designated as crew rest seats on aircraft with nine rows in the BC cabin.

Seat 5A, the current B-767-300ER crew rest seat, and seat 5D will be designated as crew rest seats on aircraft with six rows in the BC cabin.

2) Seats 7D and 5D above will have the same crew rest seat specifications as seat 7A and 5A, the current rest seats.

3) The divider curtains for all crew rest seats above will extend so that each crew rest seat can be enclosed.

Note one: While the Company intends to retain flexibility to utilize any available B-767-300ER aircraft in MAC operations, the Company agrees to use its best efforts to utilize B-767-300ER configured with a crew rest facility when available in MAC operations that require a relief crew.

c. on the B-747-400:

1) contains two bunk beds and one relief seat.

2) is located:

a) aft of the cockpit, and

b) is accessible through a door just aft of the cockpit door.

d. on the 747A330-200:

1) **is an enclosed pilot rest facility (PRF) which contains two bunk beds, and two rest seats.**

2) is located:

a) ~~aft of in the cockpit, and~~

b) ~~is accessible through a door just aft of aft cabin area, below the cockpit door main deck in the space occupied by the bulk cargo bin.~~

3) **includes a changing area for each bunk, separated by a full-length curtain.**

Exception: Prior to June 30, 2013, the Company may operate an A330-200 aircraft in scheduled 12+ hour operations (block-to-block) prior to installing the PRF, on an interim basis, under the A-330-200 12+ Hour CROT Agreement, December 2010.

2. A pilot relief seat will be provided on all aircraft that are scheduled to be operated for more than eight hours but not more than 12 hours, block-to-block.

a. On B-~~777~~**767-300ER** aircraft:

1) ~~the relief seat will be a standard business class seat for the respective aircraft, except that a footrest addition will provide for horizontal extension of the leg support forward from the seat cushion.~~

2) ~~the horizontal leg extension will be sufficient in length to provide adequate leg room for pilots up to and including the 97.5th percentile of the adult male population of the U.S.~~

- ~~3) with a business class configuration, the seat immediately beside (i.e., have not separated by an aisle) the rest seat will be designated for use as a flight attendant rest seat and will not be available for passenger use if there is less distance between such seats than the B-777 Business Elite configuration (as of November 11, 2004) provides.~~
 - 4) a standard, floor-length, class divider curtain will extend on the aisle side of the relief seat from:
 - a) the headrest of the relief seat (when the seat is in the fully reclined position) to the bulkhead forward of the seat, if the relief seat is in the bulkhead position, or
 - b) the headrest of the relief seat (when the seat is in the fully reclined position) to the headrest of the seat forward of the relief seat when the forward seat is in the fully reclined position, if the relief seat is in other than the bulkhead position.
 - 5) between the relief seat and the adjacent seat a standard class divider curtain will extend the distance between the headrest (when the relief seat is in the fully reclined position) to a point up to but not interfering with the passenger service unit for those two seats, and will extend down to at least the level of the arm rest.
- b. ~~On B-767-300ER and B-767-400ER aircraft~~ **been modified with flat-bed seating:**
- 1) the relief seat will be a standard business class seat except that a footrest addition will provide for horizontal extension of the leg support forward from the seat cushion.
 - 2) ~~the horizontal leg extension will be sufficient in length to provide adequate leg room for pilots up to and including the 97.5th percentile of the adult male population of the U.S.~~
 - 2) a standard, floor-length, class-divider curtain will extend on the aisle side of the relief seat ~~from the bulkhead aft of the seat to the bulkhead forward of the seat.~~
 - 3) with a business class configuration, the seat immediately beside (i.e., 4)
~~between the relief seat and the adjacent seat, a standard class divider curtain will extend from the bulkhead aft of the seat to a point up to but not interfering with the passenger service unit for those two seats, and will extend down to at least the level of the arm rest.~~
 - 5) ~~with a business class configuration, the seat immediately beside (i.e., not separated by an aisle) the rest seat will be designated for use as a flight attendant rest seat and will not be available for passenger use, if there is less distance between such seats than the B-767-300ER Business Elite configuration (as of November 11, 2004) provides.~~
- b. ~~On the B-767-400~~**300ER aircraft that have been modified with Business Elite, Vantage Flat-Bed seats (in a first class configuration, operated to or from Hawaii, various Business Class (BC) cabin configurations as noted below), the pilot relief seat will:**
- 1) **be a first class seat, 7A on aircraft with nine rows of seats in the BC cabin.**
 - 2) **be seat 5A on aircraft with six rows of seats in the BC cabin.**
 - 3) **include a removable leg rest/lumbar support that:**
 - a) ~~is adjustable to horizontal,~~
 - b) ~~is padded,~~

- ~~e) extends the full width of the seat pan,~~
 - ~~d) extends the full distance between the front of the seat and the obstruction forward of the seat,~~
 - ~~3) have a minimum of 46 inches between the seat reference point and the obstruction in front of the seat,~~
 - ~~4) include recline adjustable to a maximum of 143 degrees from horizontal,~~**a divider curtain.**
 - ~~5) have a seat pan width of no less than 18.5 inches,~~
 - ~~6) include an adjustable headrest extension,~~
 - ~~7) the seat(s) immediately beside (i.e., not separated by an aisle) the rest seat will be designated for use as a flight attendant rest seat and will not be available for passenger use, and~~
 - ~~8) in a single class configured aircraft the rest seat will be in the first row.~~
 - c. on the B-767-400ER aircraft that have been modified with a Business Elite, Vantage Lie-Flat Seat cabin configuration the pilot relief seat will:
 - ~~1) be seat 9A, a B 767-400ER Vantage Lie Flat Seat manufactured by Contour Premium Aircraft Seating and located in the outboard column of seats of the Business Elite cabin;–~~
 - ~~2) when in the lie-flat position, be 78 inches in length from the inside of the footwell to the top of the headrest and 82 inches in length from the inside of the footwell to the inside of the seat structure above the headrest;–~~
 - ~~3) have a seat pan width of no less than 18.5 inches;~~
 - ~~4) have a pitch of 44 inches;~~
 - 1) **be seat 9A,**
 - 2) include a lumbar support,;
 - ~~6) include a divider curtain that extends inboard from the aircraft sidewall following the rear shroud of seat 8A to a point just inboard of the passenger service unit (PSU); turns and extends aft along the inboard side of seat 9A to a point at the rear shroud of seat 9A; turns and follows the rear shroud of seat 9A outboard to the aircraft sidewall; the curtain will fully enclose the seat 9A PSU such that the PSU reading light, gasper, oxygen and fasten seat belt/no smoking sign will be within the curtained area; the bottom of the curtain edge will extend down to the upper surface of the armrest.~~
 - 3) **include a divider curtain**

Note: On a 767-400 flight that requires an additional rest seat in accordance with MOU #21, the additional rest seat will be seat 9D.
 - d. on the A-330 aircraft:
 - 1) the relief seat will be contained in a separate compartment located just aft of the cockpit door which contains:
 - a) one fold-down bunk bed,
 - b) a fold-down relief seat, and
 - c) a jumpseat,
 - 2) ~~and~~ is provided with a lockable door to the compartment.

Note: On an A330-300 flight that requires an additional rest seat in accordance with MOU #21, the additional rest seat will be seat 6C.
 - e. on the B-757 aircraft the pilot relief seat will:

Section 16 – Crew Augmentation and International Operations

- 1) be a Business Class seat;
- 2) include a leg rest support that:
 - a) is adjustable to horizontal,
 - b) is padded and upholstered,
 - c) ~~is a minimum of 18.5 inches wide,~~
 - d) ~~extends the full distance between the front of the seat and the bulkhead, and~~
 - e) ~~is sufficient in length to provide adequate leg room for pilots up to and including the 97.5th percentile of the adult male population of the U.S.;~~
- 3) ~~permit a recline angle up to 143 degrees;~~
- 4) ~~have a seat pan width of a minimum of 19.5 inches;~~
- 3) include an adjustable headrest extension
- 4) include a curtain that will be in compliance with the Joint Recommendations of the B-757 Crew Rest Optimization Team, dated May 2007.

Note: A bassinet will not be placed on the bulkhead forward of the pilot crew rest seat and the bulkhead will not be configured to allow installation of a bassinet.

Note one: On flights operated on B-767-300, ~~B-767-400~~ or B-757 aircraft that require a pilot crew rest seat, the seat beside the pilot crew rest seat will be the last seat filled in the business class cabin.

Note two: On flights operated on B-767-300, ~~B-767-400~~ or B-757 aircraft that require a pilot crew rest seat and on which there is a seat in front of the pilot crew rest seat, the seat in front of the pilot crew rest seat will be the second to last seat filled in the business class cabin.

Note three: The Captain of each flight operated on B-767-300, ~~B-767-400~~ or B-757 aircraft that require a pilot crew rest seat will be provided a statement that indicates whether a passenger has been booked in the seat beside the pilot crew rest seat or, if applicable, the seat in front the pilot crew rest seat.

Exception: A pilot relief seat ~~under Section 16 C. 2.~~ will not be provided on aircraft in which ~~they~~ agreed upon crew rest facility has been installed.

3. Any changes to **Section 16 C. 1.** and/or **2.**, and for any aircraft scheduled to operate for more than eight hours, block-to-block, but which is not mentioned in **Section 16 C. 1.** and/or **2.**, the location, dimensions and other specifications of the pilot relief seat or crew rest facility, as appropriate, will be determined as follows:
 - a. A Crew Rest Optimization Team (the “Team”) will be formed within 14 days of the Company’s decision to either change the terms of **Section 16 C. 1.** and/or **2.**, or begin scheduling operations for more than eight hours, block-to-block, on an aircraft not covered by those paragraphs. The Team will be comprised of three members appointed by the Company and three members appointed by the Association. Association appointed members of the Team will be reimbursed for flight pay loss under **Section 24 J.** The Team’s mission will be to make recommendations on the appropriate crew relief seat or crew rest facility for above-described aircraft.
 - b. The Team will have no more than two months to exchange information and ideas, explore alternatives and make its recommendations. This period may be extended by mutual agreement.
 - c. The Team will submit its recommendations (joint and/or separate) to a panel consisting of the MEC Chairman and Delta’s Senior Vice President - Flight

- 1 Operations. The panel will consider and act on the recommendations within ten days
2 of the submission of the recommendations.
- 3 d. Panel action on recommendations:
- 4 1) Recommendations approved unanimously by the panel will be implemented as
5 soon as practicable after approval. The implementation process will be initiated
6 within 30 days after approval. Every reasonable effort will be made to implement
7 the recommendations within six months after approval.
- 8 2) Recommendations unanimously rejected by the panel will not be subject to
9 further review.
- 10 3) If all recommendations of the Team are rejected by the panel, the Team will
11 reconvene and develop new recommendations within ten days.
- 12 4) Recommendations may, by unanimous decision of the panel, be referred back to
13 the Team for further study and/or modification and re-submission to the panel.
14 Such modifications and re-submissions will be made by the Team within ten days
15 of the referral. The panel will consider and act on the modifications and re-
16 submissions within ten days.
- 17 e. Recommendations approved by one panel member but not the other will be submitted
18 directly to a Five Member Board for final and binding determination. The
19 Association and the Company will each select two Board members, who should be
20 knowledgeable about the matters at issue. The neutral member will be an arbitrator
21 selected by mutual agreement within ten days of submission. If the parties do not
22 mutually agree, an arbitrator will be selected in the usual manner employed by the
23 parties. The Board will have jurisdiction to accept the final offer of either the
24 Company or the Association on the appropriate crew relief seat or facility. The Board
25 proceedings will be governed by *Section 19*. **The Team will provide the Board, the**
26 **Company and the Association access to all the applicable costing, engineering,**
27 **and other information reviewed during the period they prepared their**
28 **recommendations, including complete vendor proposals.** The Board's award will
29 be issued within 30 days of the date the issue was submitted to the Board for its
30 decision.
- 31 **f. Once determined under *Section 16 C. 3.*, the location, dimensions, and other**
32 **specifications of the pilot relief seat or crew rest facility, as appropriate, will be**
33 **incorporated into *Section 16 C. 1. or 2.*, as applicable.**
- 34 4. During the time between the date of signing of the PWA and the date of actual
35 installation of crew rest facilities determined under *Section 16 C. 3.* on such
36 aircraft flight segments that require a:
- 37 a. relief pilot, a dedicated business class seat will be provided.
- 38 b. relief crew, the following will be provided:
- 39 1) horizontal bunks.
- 40 2) an area appropriate for changing clothes.
- 41 3) a dedicated business class seat for all takeoffs and landings.
- 42

Section 16 – Crew Augmentation and International Operations

D. International Deadhead

1. A pilot who deadheads on an ocean crossing flight segment, as scheduled or rerouted, will be provided business class accommodations. If the aircraft is not configured with business class, such pilot will be provided first class accommodations.
2. A pilot who utilizes an off-rotation deadhead on an ocean crossing flight segment at the end of a rotation will be provided positive space on-line transportation under **Section 8 E. 9.** Such pilot will be provided business class accommodations (or first class if the aircraft is not configured with business class), provided he was originally scheduled to deadhead on an ocean crossing flight segment, if sales are authorized at the time of his attempted booking.
3. Except as modified in **Section 16 D.**, deadheading in international operations will be under **Section 8.**

E. Worker's Compensation Benefits

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

F. Missing Pilots

1. A pilot will be paid no less than his reserve guarantee if, while engaged in international operations, he:
 - a. becomes missing,
 - b. is held as a prisoner or hostage of war, or
 - c. is held for any reason in the performance of his required flight or ground duties.
2. Such pay will continue until the earlier of the following:
 - a. 24 months after the pilot's disappearance,
 - b. the pilot's death, or
 - c. the establishment of a reasonable presumption of the pilot's death.
3. A missing pilot will maintain and continue to accrue seniority and longevity.
4. The Company will pay or cause to be paid the death benefits under **Section 16 E.**, if:
 - a. after 24 months,
 - 1) the pilot remains missing, and
 - 2) his whereabouts remain unknown,or
 - b. the pilot's death is established.

G. Benefit Assignments

1. The monthly compensation allowance under *Section 16 E. and F.* ~~to~~**due** a pilot who is missing will be:
 - a. credited to the pilot, and
 - b. disbursed by the Company in accordance with ~~the pilot's written direction~~**direction provided by the pilot during the annual Benefits Open Enrollment period.**
2. ~~Prior to engaging in international operations, a pilot may execute and deliver to the Company, written direction in the following form:~~

To Delta Air Lines, Inc.

~~In the event I become missing or am held as a prisoner of war or hostage or held for~~**For**
~~any other reason while engaged in international operations for Delta Air Lines, you are~~
~~hereby instructed to pay all monthly compensation allowable to me as follows:~~

\$_____ per month (or _____% per month) to (name(s))

_____ (address) _____,

as long as he/she is living, and thereafter to (name(s)) _____,

(address) _____ as long as he/she is living.

- ~~The balance, if any, and any amounts accruing after the death of all persons named in the above designations~~**due under this provision, a pilot** will be held for me, or, in the event of my death while missing or held, will be paid to the legal representative of my estate. ~~I may modify the foregoing written direction from time to time by submitting a new written direction, and any such modification will become effective upon receipt of such written direction by you. Payments made by the Company pursuant to this written direction will fully release the Company from further obligations with respect to such payments.~~**afforded the opportunity during the annual Open Enrollment process to:**

Pilot's Printed Name**a. designate a primary beneficiary,**

b. designate secondary beneficiaries, and

c. stipulate monetary or percentage allocations.

Note: A pilot may update his preferences between Open Enrollment periods by contacting the Employee Number Service Center.

(Pilot's Signature) _____ (Date)

3. Any payments due to ~~any~~**a** pilot under *Section 16* which are not covered by ~~a written direction~~**the benefits assignments** under *Section 16 G. 2.* will be held by the Company for such pilot and, in the event of his death, will be paid to the legal representative of his estate.

H. Foreign Pilot Base

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

I. Document Requirements

1. If required by the Company, a pilot will have a valid passport and visa(s) in his possession prior to departing on his rotation. The passport and required visa(s) will be renewed in sufficient time to preclude a lapse of validity.
2. Unless passport and required visa(s) are valid, and correctly documented in DBMS, a pilot will not be:
 - a. awarded a line,
 - b. eligible for a swap, yellow slip, white slip or GS, or
 - c. paid or credited for any rotation or guarantee.Exception: ~~A pilot's Chief Pilot, the System Manager – Flight~~ **The Managing Director – Flying Operations;** or ~~the Director – Flight – Line Operations~~ may waive these requirements if the pilot is involved in an extraordinary situation.

J. International Health Care

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

K. Crew Luggage

During international operations, to the extent permitted by law or regulation, the Company will permit a pilot, while an operating crewmember, to gate check his luggage. During international operations utilizing B-767-300ER, B-767-400ER, or B-777, B-757, B-747-400,-747-200 and A-330 aircraft with an international seating configuration, a pilot (or two pilots on flights with a relief crew) will be provided an area on board an aircraft for storage of one piece of his luggage (dimensions not to exceed 9" x 14" x 27") that is secure and inaccessible by passengers.

Section 16 – Crew Augmentation and International Operations

L. International Flying Optimization Team

1. The Company will notify the Association when it begins consideration of new routes to international destinations that:

- a. potentially involve flights scheduled for over twelve hours, or
- b. involve scheduled operations in areas where the Company has not conducted operations (i.e., new city pairs).

Note one: To allow adequate consideration of these changes, no operations listed above should occur earlier than 150 days after such notification.

Note two: This is not intended to apply to charter operations.

2. An International Flying Optimization Team (IFOT) will be formed within 14 days of the Company's notification to the Association of its intent to conduct operations under **Section 16 L. 1**. The IFOT will be comprised of three members appointed by the Company and three members appointed by the Association. The IFOT's mission will be to make recommendations on how best to conduct the new operation(s) as well as any PWA changes that may be necessary to conduct the new operation(s).
3. The IFOT will convene for a period not to exceed 60 days to exchange information and ideas, explore alternatives and make its recommendations. This period may be extended by mutual agreement. The IFOT will be provided information on the new routes or operations for their consideration. This information will include, but not be limited to, flight plans, hotels, transportation, duty periods, rotations, aircraft limitations, bilateral agreements, Company communications with the FAA concerning subject routes, health requirements, etc.
4. The IFOT will submit its recommendations (joint and/or separate) to each Negotiating Committee. Within ten days of the submission of the IFOT recommendations, the Committees will meet to consider such recommendations. If required, further negotiations will be conducted in a prompt manner by both parties with the intent to conclude the negotiations within 30 days of the report by the IFOT to the Negotiating Committees.

1 SECTION 17

2
3 WITNESSES AND REPRESENTATIVES

4
5 A. Transportation

6
7 A pilot appearing as a witness or representative on behalf of the Company will be provided
8 transportation to and from the hearing.

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

10
11 B. Pay and Credit

12
13 A pilot appearing as a witness or representative at the Company's request will receive pay
14 and credit during the period of such appearance as follows:

15 1. A regular pilot will be paid and credited for all rotations missed as a result of the
16 appearance.

17 2. A reserve or unassigned pilot will be paid and credited ~~1/18th of the~~ reserve
18 ~~guarantee~~ **pro rata share** for each on-call day missed.

19 3. A salaried pilot will be paid his regular salary.

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

1 SECTION 18

2
3 GRIEVANCES

4
5 A. Definitions

- 6
7 1. "Aggregate service" means all time starting from a pilot's date of employment with the
8 Company as a pilot, with the exception of the following:
9 a. periods of furlough, or
10 b. unpaid leave in excess of 60 cumulative days.
11 2. "Board" means the Delta Pilots' System Board of Adjustment.
12 3. "Business day" means each day from Monday through Friday, except for Company
13 holidays.
14 4. "Day" means calendar day.
15 5. "Hearing officer" means a Company-designated senior operating official.
16

17 B. Non-Disciplinary Grievances

18
19 A pilot or group of pilots who have a dispute concerning any action of the Company
20 affecting them (except matters involving discipline and discharge) will be entitled to have
21 such dispute considered in accordance with the following:

22 1. Pre-Grievance

23 The pilot(s) and/or an ALPA representative will contact the Base Chief Pilot, or his
24 designee, when a dispute arises. The Company and the ALPA representative and/or the
25 pilot will assemble the facts and make an effort to resolve the dispute.

26 Exception: The MEC Chairman or his designee will contact the Manager – Labor
27 Relations, or his designee, in lieu of contacting the Base Chief Pilot when a dispute arises
28 that may become the subject of an MEC grievance.

29 2. Grievance

- 30 a. If the dispute is not resolved under **Section 18 B. 1.**, the pilot(s) or the MEC Contract
31 Administration Committee Chairman may, within 120 days of the incident or
32 occurrence giving rise to the dispute, file a grievance in the form of a written request
33 for a hearing to the Senior Vice President - Flight Operations. The request will
34 include a statement of all known facts (e.g., names, dates, rotation numbers) and a
35 description of the relief sought.

36 Exception: The 120 day limit does not apply to claims for adjustment arising out of
37 bookkeeping errors.

- 38 b. A hearing will be held before a hearing officer, or his designee, in the office of the
39 Base Chief Pilot within 20 business days of receipt of the grievance.
40 c. The hearing officer, or his designee, will issue a written decision within 15 business
41 days of the close of the hearing.
42 d. The Company will issue all hearing notices and decisions to the grievant(s) in
43 writing. In all cases, copies will be sent to the MEC Chairman, and the MEC
44 Contract Administration Committee Chairman.
45

Section 18 - Grievances

3. Appeal to the Board

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

- a. the appeal is made within 30 business days of the grievant(s)' receipt of the written decision of the hearing officer, and
- b. the submission to the Board conforms with *Section 19 D.*

C. Discipline/Discharge Grievances

1. Pre-Discipline/Discharge

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

- a. The Company may hold a pilot out of service with pay during the investigation of the alleged incident or problem.
- b. The Base Chief Pilot, or his designee, will investigate and discuss with the pilot the alleged incident or problem. Prior to such discussion, the pilot will be afforded the opportunity to obtain ALPA representation.
- c. The pilot will be given written notification of the precise charge(s) and the discipline to be imposed. The written notification will advise the pilot that he is entitled to contact his ALPA representative. A copy of such written notification will be sent to the MEC Contract Administration Committee Chairman.
- d. The pilot will be given the opportunity to acknowledge receipt of such written notification.
- e. The discharge of a pilot will be conducted in person by a representative of the Senior Vice President - Flight Operations, provided the pilot makes himself reasonably available. If the pilot is not reasonably available, a letter of discharge will be mailed by registered letter-return receipt requested to his mailing address listed in DBMS. A copy of such letter will be sent to the MEC Contract Administration Committee Chairman.
- f. A pilot will not be disciplined/discharged prior to an **initial** hearing, provided the pilot makes a written request for a hearing under *Section 18 C. 2.*

2. Grievance

A pilot who desires to contest the discipline/discharge may do so by filing a grievance in the form of a written request for a hearing to the Senior Vice President - Flight Operations according to the following:

- a. The pilot will file the written request within seven business days of receipt of the written notification of charges.
- b. The **initial** hearing will be held before a hearing officer within seven business days of receipt of the grievance.
- c. The pilot will not be required to give testimony or furnish evidence prior to the actual time of the initial hearing.
- d. The pilot will be given sufficient time to prepare and secure the presence of witnesses for the **initial** hearing.
- e. The pilot may be represented by a Company employee of his choice or an ALPA representative **at the initial hearing.**

Section 18 - Grievances

f. The Company will issue a written decision to the grievant within seven business days of the **initial** hearing. Copies will be furnished to ~~the MEC Chairman and the MEC Contract Administration Committee~~ Chairman.

3. Appeal to the Board

If the grievance is not resolved under **Section 18 C. 2.**, the Association may appeal the Company's written decision to the Chairman of the Board provided the appeal:

- a. conforms with **Section 19 D.**,
- b. is copied to the Senior Vice President - Flight Operations, and
- c. is made within 15 business days of ~~the pilot's receipt of the written decision by the pilot, the MEC Chairman, or the MEC Contract Administration Committee~~ **Chairman, whichever is later**.

D. General

1. A pilot who has completed probation will not be disciplined/discharged without just cause.
2. A probationary pilot who has completed his IOE will not be disciplined /discharged without a rational basis (i.e., in an arbitrary or capricious manner). A probationary pilot who has not completed his IOE may be disciplined /discharged for any reason without recourse to **Sections 18 or 19**.
3. If a written decision of the Company at any step of the grievance procedure is not appealed by the affected pilot(s) within the time limits in **Section 18**, or any mutually agreed extension, the Company's decision will become final and binding.
4. If a hearing or written decision of the Company is not provided within the time limits in **Section 18**, or any mutually agreed extension, the pilot(s) may appeal the grievance to the next step in the grievance procedure.
5. Time limits in this section may be extended by agreement between the Company and the affected pilot(s) or the Association. Written confirmation of such agreement must be received before the end of the business day following the day in which such agreement has been reached.
6. The personnel record of a pilot whose discipline/discharge dispute has been resolved under **Section 18** will reflect the agreed upon resolution of the matter.
7. Either party may make a certified transcript of any proceedings, provided that a copy of such transcript is furnished to the other party upon request, in which case the cost will be borne equally by the parties.

E. Critical ~~Items~~ Correspondence

1. A pilot will be furnished with copies of all ~~items correspondence~~ placed in his file pertaining to him that may be of a critical nature. He will be given the opportunity to acknowledge receipt and to make a responsive statement. Such responsive statement will be placed in his ~~base~~-personnel file. A pilot may also file a grievance challenging any such ~~correspondence item~~ in his file. ~~Correspondence-Items within- his file~~ that a pilot is not given an opportunity to acknowledge may not be used against him in an investigation or discipline/discharge case.
2. Upon reasonable advance request and during normal office hours, a pilot will be:

Section 18 - Grievances

a. — allowed to review ~~all~~**any** Company files pertaining to him **and/or be provided all information in such files;** including, **but not limited to:**

~~—ad.~~

~~1) the base file.~~

~~2) his the Atlanta Flight Operations personnel file, and.~~

~~3) be.~~ records maintained in accordance with FARs.

~~3b. provided a copy of any document contained in the Company's files pertaining to him.~~

e. Upon his request, all ~~correspondence items~~ of a critical nature that he has not been given the opportunity to acknowledge, will be removed from his file, **and will not be used in any future disciplinary proceeding (including a System Board of Adjustment proceeding).**

~~3- 4.~~ Prior discipline and/or correspondence of a critical nature will not be admissible at a Board hearing involving subsequent discipline provided:

a. the prior discipline consisted of a warning, reprimand or suspension of less than 30 days, and

b. the pilot has completed ~~three~~**two** years of aggregate service since the issuance of the prior discipline without being disciplined in any manner.

F. Compensation, Insurance and Sick Leave

1. A pilot who is held out of service with pay during a disciplinary/discharge investigation will be eligible for insurance benefits and sick leave.
2. A pilot who is suspended without pay for 60 days or less will be eligible for medical and dental benefits under **Section 25** and basic life insurance under **Section 26**.
3. A pilot who is suspended without pay for more than 60 days may continue medical insurance benefits during the period of suspension in excess of 60 days at his expense under **Section 25 B. 2.** or **3.**

1 SECTION 19

2
3 SYSTEM BOARD OF ADJUSTMENT

4
5 A. Definitions

- 6
7 1. "Board" means the Delta Pilots' System Board of Adjustment.
8 2. "Five Member Board" means the System Board of Adjustment when comprised of two
9 members appointed by the Company, two members appointed by the Association, and a
10 neutral member selected by the parties, to decide a specific dispute.
11 3. "Four Member Board" means the System Board of Adjustment when comprised of two
12 members appointed by the Company and two members appointed by the Association, to
13 decide a specific dispute.
14

15 B. Establishment

16
17 The Board has been established in compliance with Section 204, Title II of the Railway
18 Labor Act, as amended, for the purpose of adjusting and deciding properly submitted
19 disputes that may arise under the terms of the PWA.
20

21 C. Composition

- 22
23 1. The parties will each appoint up to eight persons to serve as Board members. A Board
24 member will serve until a successor has been appointed. Each party will promptly
25 notify the other in writing of any change of members.
26 2. Each party will endeavor to appoint the same Board members to hear all disputes in a
27 particular monthly session.
28 3. A Company appointed Board member may not be appointed to hear a dispute if he:
29 a. served as the hearing officer on the grievance.
30 b. initiated the action that is a subject of the grievance.
31 4. Each Four Member Board will have a Chairman and a Vice Chairman. Chairmanship of
32 the Board will alternate between the Association and the Company on a yearly basis.
33 When an Association member is Chairman, a Company member will be Vice Chairman,
34 and vice versa.
35 5. Each Five Member Board will have a Chairman, who will be its neutral member.
36 6. In discipline and discharge cases, at least one member of the Board from each party will
37 be a pilot.
38

39 D. Jurisdiction

- 40
41 1. The Board will have jurisdiction over disputes growing out of grievances or out of the
42 interpretation or application of any of the terms of the PWA. ~~In addition, the Bankruptcy~~
43 ~~Court will retain jurisdiction over all matters arising from the provisions of paragraph 4.~~
44 ~~C. and 6 of LOA #14 (regarding Bankruptcy Protection Covenant, 2006 PWA).~~
45 Exception one: The Board's jurisdiction will not extend to changes in rates of pay, work
46 rules or working conditions covered by the PWA.

Section 19 – System Board of Adjustment

Exception two: The Board's jurisdiction will not extend to disputes arising out of

Section 1 L. 1.

2. The Board will consider any dispute properly submitted to it by the President of the Association or by the Senior Vice President - Flight Operations provided that the dispute has not previously been settled.
3. The Board will not consider any dispute submitted by the President of the Association unless it has been handled under ***Section 18.***
4. Upon a finding by the Board in the dispute before it, that the Company repeatedly or intentionally violated a previous decision of the Board which held that the Company breached its contractual obligation(s) on the same or a substantially similar issue(s), the Board may order the Company to pay the full cost of the neutral member's and court reporter's fees and expenses and the expenses (including flight pay loss, hotel, per diem) of the Association Board Members, grievant(s) and witnesses in the dispute before it.
5. Upon a finding by the Board in the dispute before it, that the Association has submitted a frivolous grievance, the Board may order the Association to pay the full cost of the neutral member's and court reporter's fees and expenses and the expenses (including time loss, hotel, per diem) of the Company Board Members and witnesses in the dispute before it.

E. Submission of Disputes

1. Disputes will be referred to the Board by the filing of a submission with the Company's Manager – Labor Relations and the Association's MEC Contract Administration Committee Chairman.
2. The submission will include:
 - a. the question(s) at issue,
 - b. a statement of facts,
 - c. the position of the pilot(s) and the relief sought, and
 - d. the position of the Company.

F. Deadlock - Four Member Board

1. A deadlock of a Four Member Board will exist in any dispute if:
 - a. two members of the Board declare a deadlock, or
 - b. the Board does not reach a decision within 60 days (30 days in a discipline/discharge dispute) of the conclusion of the hearing.
2. The Chairman will notify the other Board Members, the Association's MEC Contract Administration Committee Chairman and the Company's Manager - Labor Relations, in writing, of the fact that a deadlock exists.

G. Scheduling and Procedures

1. Scheduling - Four Member Board
 - a. Unless otherwise agreed, hearings before the Four Member Board will be conducted on the third Wednesday and Thursday of each month in the city where the General Offices of Delta Air Lines, Inc. are maintained.

Section 19 – System Board of Adjustment

- 1 Exception one: The November and December hearings will be held on the second
2 Wednesday and Thursday of those months.
- 3 Exception two: A dispute that is expected to take more than two days to hear will be
4 scheduled for a hearing of sufficient length.
- 5 Exception three: The monthly hearings may be shorter than two days if the caseload
6 warrants.
- 7 b. A discipline/discharge dispute will be heard at the first monthly hearing of the Four
8 Member Board that is at least 30 days after the date of the filing of the submission.
9 Exception: A discharge dispute will proceed directly to a Five Member Board if such
10 request is made by the Association in its submission to the Board.
- 11 c. A non-disciplinary dispute will be jointly scheduled for hearing before the Four
12 Member Board by the parties. The parties will provide written notice to each other of
13 the specific dispute(s) each party wishes to be heard, at least 45 days in advance of
14 the regularly scheduled monthly hearing. Such hearing schedule will be finalized at
15 least 30 days in advance of the monthly hearing.
- 16 d. Unless otherwise agreed in writing, Company and Association representatives will
17 meet on the first Wednesday of each month to attempt resolution of the disputes
18 scheduled for the next monthly hearing. Such representatives will come to this
19 meeting with knowledge of the facts and circumstances of the dispute and authority to
20 settle the dispute.
- 21 2. Scheduling - Five Member Board
- 22 a. The parties will establish and maintain a standing list of ~~seven~~**11** neutral members to
23 serve on a Five Member Board in the event of a deadlock of a Four Member Board.
- 24 b. The parties will select a neutral member from the standing list, utilizing the alternate
25 strike-off method. The parties will alternately strike first in successive disputes.
- 26 c. Following a deadlock or the filing of a submission directly to the Five Member Board
27 under **Section 19 G. 1. b.**, the party desiring to schedule the dispute for hearing will
28 make a written request to the other party that a neutral member be selected. Within
29 30 days of receipt of the request, the parties will select a neutral member. The
30 hearing will be scheduled as soon as possible, depending upon the neutral member's
31 availability.
- 32 d. If the neutral member is not available within six months of the deadlock or the filing
33 of a submission to the Board under **Section 19 G. 1. b.**, the parties will select another
34 neutral member.
- 35 3. Procedures
- 36 a. A pilot may be represented at a Board hearing by any person(s) he selects. The
37 Company may be represented by any person(s) it selects. Evidence may be presented
38 either orally, in writing or both.
- 39 b. On the business day before a Five Member Board hearing, Company and Association
40 attorneys will:
- 41 1) exchange documents expected to be introduced into evidence, and
42 2) inform each other of expected motions.
- 43 c. The Board will summon any witness employed by the Company or the Association at
44 the request of a majority of the Board members appointed to decide the dispute or an
45 Association or Company attorney. The number of witnesses summoned at any one

Section 19 – System Board of Adjustment

- 1 time will not be greater than the number that can be spared from the operation of the
2 Company or the Association.
- 3 d. Decisions of the Board will be made by majority vote, and will be final and binding
4 upon the parties.
- 5 | e. ~~A~~The Chairman will have a vote in all actions taken and will preside at all meetings
6 and hearings of the Board.
- 7 f. The parties will conduct at least one and up to two Five Member Board hearings in a
8 month that have been scheduled under **Section 19 G. 2.**
- 9 g. Decisions of the Five Member Board will be rendered within 90 days after the neutral
10 member receives the briefs of the parties.
11 Exception: If the Five Member Board is unable to meet this time limit, the neutral
12 member will, prior to expiration of the 90-day period, notify the parties of an
13 anticipated date for the rendering of a decision.
- 14 h. Except as provided in **Section 19 D. 4.** and **5.**, the cost of the reasonable expenses and
15 compensation of the neutral member will be shared equally by the Association and
16 the Company.

17 H. General

- 18
- 19
- 20 1. Nothing herein will be construed to limit, restrict or abridge the rights or privileges
21 accorded either to the pilots or to the Company, or to their duly accredited representatives
22 under the provisions of the Railway Labor Act, as amended.
- 23 2. The Company and the Association will each maintain a complete record of all matters
24 submitted to the Board and of all findings and decisions.
- 25 3. Except as provided in **Section 19 D. 4.** and **5.**, each party will assume the costs of the
26 compensation and expenses of its appointed Board members and summoned witnesses.
27 Board members and grievants will be provided positive space passes to attend meetings
28 and hearings of the Board.
- 29 4. Expenses of the Board that are jointly authorized by the Chairman and the Vice Chairman
30 will be shared equally by the Association and the Company.
- 31 5. Board members will be released from duty to attend hearings of the Board and meetings
32 of the Board and, when jointly authorized by the Chairman and Vice Chairman, to
33 perform other Board duties.
- 34 6. A Board member will be free to discharge his duty in an independent manner, without
35 fear that his individual relations with the Company, the Association or their employees
36 may be affected in any manner or by any action taken by him in good faith.
- 37 7. A witness will be free to testify without fear that his individual relations with the
38 Company, the Association or their employees may be affected in any manner by his
39 testimony in good faith.
- 40 8. The Board will have the authority for the administration and interpretation of **Section 19.**
- 41 9. The time limits specified in **Section 19** may be extended by agreement between the
42 parties. Written confirmation of such agreement must be received before the end of the
43 business day following the day in which such agreement has been reached.

1 SECTION 20

2
3 SENIORITY

4
5 A. Definitions

- 6
7 1. "Prior NWA pilot" means an individual who is not a former NWA pilot but whose name
8 appeared on the NWA seniority list at any date prior to the day preceding October 30,
9 2008.
10 2. "Seniority" means a pilot's number on the seniority list.
11 3. "Seniority date" means the date of a pilot's seniority as shown on the seniority list.
12 4. "Seniority list" means the Delta Air Lines Pilots' system seniority list.
13 5. "Sufficient qualifications" means the requirements imposed by law and this PWA to enter
14 training or serve as a pilot for Delta Air Lines, Inc.
15

16 B. Accrual and Retention

- 17
18 1. A pilot will accrue and retain seniority until the earlier of his termination, resignation,
19 retirement, death or attainment of the latest age under Part 121 of the FARs or other
20 applicable statutes that he can serve as a PIC or SIC, at which time he will be removed
21 from the seniority list. A pilot will also cease accruing and retaining seniority on the date
22 he is removed from the seniority list under **Section 13 B. 3.**

23 Exception one: A pilot who has complied with the requirements of **Section 22 I.** and
24 who bids for and is awarded a position as a second officer, or who remains eligible to be
25 awarded a position under **Section 22 I.**, will not be removed from the seniority list.

26 Exception two: A prior NWA pilot will not be placed on the seniority list unless he
27 applies, interviews and is selected as a new-hire pilot.

28 Exception three: A NWA disabled pilot who receives disability retirement pension
29 benefits from the NWA Pension Plan until attainment of age 60 on or after December 13,
30 2007 will not fail to continue to accrue and retain seniority (until the earlier of FAA
31 mandatory retirement age or expiration of the applicable period in **Section 13 B. 3.**)
32 solely on account of his commencement of normal retirement benefits at age 60 or older
33 from the NWA Pension Plan or the NWA Excess Plan.

- 34 2. Seniority numbers will be assigned to individuals on the first day of their new-hire
35 training in the following order:
36 a. Company transferees will be assigned the lowest seniority numbers within the class,
37 in order of their most recent date of employment with the Company, then
38 b. New-hires will be assigned seniority numbers on the basis of the last four digits of
39 each individual's social security number. Individuals with the higher numbers will be
40 assigned the lowest seniority numbers.

41 Note: New-hires with identical last four digits of their social security numbers, and
42 transferees with identical employment dates, will determine their relative placement by
43 drawing numbers.
44

Section 20 - Seniority

C. Rights

1. Among pilots with sufficient qualifications, seniority will govern:
 - a. promotion and demotion,
 - b. awarding of vacancies and displacements,
 - c. assignment or reassignment due to expansion or reduction of schedules,
 - d. retention in case of furlough, and
 - e. recall from furlough.
2. A pilot who is denied a position for lack of sufficient qualifications will immediately be furnished with written notice detailing the specific deficiencies.

D. Seniority List

1. The seniority list contains the names of all active and inactive pilots in order of their seniority numbers.
2. Each month, the seniority list will be:
 - a. updated,
 - b. posted on the Flight Operations website, and
 - c. provided to the Association in an electronic format for posting on the Delta MEC website.
3. If a pilot's date of employment with the Company as a pilot differs from his seniority date, it will appear in parentheses on the seniority list. This date of hire listing will not affect a pilot's seniority number.
4. Pilot seniority numbers displayed in DBMS will be updated concurrent with the updating of the seniority list.

E. Protest

1. A pilot may file a protest regarding an omission or incorrect placement on the seniority list.
2. A protest must be filed with the Senior Vice President - Flight Operations within 120 days of the posting of the pertinent list.

Exception one: A pilot who was on probation at the time of posting may file a protest within 120 days after completion of probation.

Exception two: A pilot who was on leave of absence or furlough at the time of posting may file a protest within 120 days from his return to active duty.

F. Probation

1. A pilot will be on probation until the earlier of:
 - a. 400 hours of block time (inclusive of OE),
 - b. completion of 12 months of aggregate service, or
 - c. conversion to a Captain position.
2. Aggregate service includes all time starting from a pilot's date of employment with the Company as a pilot with the exception of the following:
 - a. periods of furlough, or

Section 20 - Seniority

- 1 b. unpaid leave in excess of 60 cumulative days.

1 SECTION 21

2
3 FURLOUGH AND RECALL

4
5 A. Definitions

- 6
7 1. "Date of furlough" means the date on which a pilot's furlough begins.
8 2. "Date of recall" means the date a pilot is scheduled to report to duty in conjunction with a
9 recall.
10 3. "Entry level position" means any position listed in **Section 22 B**.
11 4. "Furlough base" means the base to which a pilot was assigned on his date of furlough.
12 5. "Longevity" means all time beginning at date of employment as a pilot, and ending at
13 termination of employment as a pilot, retirement as a pilot, or death.
14 Exception one: For purposes of vacation, sick leave and pass benefits, the longevity of a
15 pilot who transferred from another Company department will begin on his most recent
16 date of employment with the Company.
17 Exception two: Longevity (including vacation and sick leave) does not include periods
18 during which a pilot remains on furlough due to his decision to bypass recall.
19 Exception three: On October 30, 2008, a former NWA pilot will receive longevity credit
20 as it existed at Northwest immediately prior to October 30, 2008 in addition to longevity
21 credit for any periods of furlough that occurred on or after July 31, 1992 (excluding any
22 periods of furlough bypass).
23 6. "Recalled-medical hold" means the status of a pilot who is unable to present the
24 Company with a First Class Medical Certificate within 30 days of receipt of his notice of
25 recall.
26

27 B. Furlough

- 28
29 1. A pilot will be notified in writing of his pending furlough at least 30 days in advance of
30 his date of furlough.
31 | Exception: A pilot on the seniority list as of ~~December 8, 2008~~ **DOS** will receive at least
32 90 days written notice in advance of his date of furlough.
33 2. Within 30 days of his date of furlough, a pilot will be paid for all the vacation he has
34 accrued and earned (but not used) as of his date of furlough.
35 3. A furloughed pilot will receive furlough pay at regular semimonthly pay periods in
36 accordance with the following schedule:
37

Completed longevity on date of furlough	Furlough pay
Less than 1 year	½ month
1 year	1 month
2 years	2 months
3 years	3 months
4 years	4 months
5 years	5 months
6 years	6 months

Section 21 – Furlough and Recall

4. A pilot will receive pass benefits, life insurance, medical insurance and dental insurance during the period in which he is eligible for furlough pay (or during the period in which he would have been eligible for furlough pay in the absence of **Section 21 B. 9.**).
5. A furloughed pilot (other than a pilot who has bypassed recall) will be afforded use of the cockpit jumpseat, unless superseded by law or regulation.
6. A recalled pilot will not be eligible for furlough pay after his date of recall.
7. Furlough pay will equal 65 hours flight pay per month at the rate applicable to a furloughed pilot's longevity year and the lowest paying position for any aircraft in revenue service listed in **Section 22 B.**
8. If the Company furloughs ~~any~~ a pilot after November 11, 2004, **and so long as such pilot has not been offered recall**, the TLV for each position ~~will not exceed for which the TLV exceeds 77:30 will be 72:00 until the TLV for such position no longer exceeds 77:30. Thereafter, the TLV for such position will remain at the time of such furlough or below 77:30 until all pilots who were furloughed after November 11, 2004 are offered recall. For purposes of this provision, the TLV for positions from which pilots were furloughed will be measured on the first day of the 6th bid period after the date of such furlough, and on the first day of each 6th bid period thereafter. The TLV for positions from which pilots were not furloughed will be measured on the first day of the 13th bid period after the date of the first such furlough, and on the first day each 12th bid period thereafter.~~ **pilots have been offered recall.**
9. a. The Company will be excused from compliance with the provisions of **Section 21 B. 1., 3., and 8.** in the event that a circumstance over which the Company does not have control substantially affects the Company's operations and was the cause of such noncompliance. If such event is an event other than a labor dispute (strike) within the Company, a furloughed pilot will receive furlough pay at regular semimonthly pay periods in accordance with the following schedule:

Completed longevity on date of furlough	Furlough pay
Less than 2 years	1 month
2 years	2 months

- b. The term "circumstance over which the Company does not have control" includes, but is not limited to, a natural disaster; labor dispute (strike); grounding of a substantial number of the Company's aircraft by a government agency; reduction in flying operations because of a decrease in available fuel supply or other critical materials due to either governmental action or commercial suppliers being unable to provide sufficient fuel or other critical materials for the Company's operations; revocation of the Company's operating certificate(s); war emergency; owner's delay in delivery of aircraft scheduled for delivery or manufacturer's delay in delivery of new aircraft scheduled for delivery. The term "circumstance over which the Company does not have control" shall not include the price of fuel or other supplies, the price of aircraft, the state of the economy, the financial state of the Company, or the relative profitability or unprofitability of the Company's then-current operations.
10. Furloughed pilots' flow down rights are referenced in LOA #24.

Section 21 – Furlough and Recall

C. Recall

1. The Company will notify a furloughed pilot of his recall by overnight delivery or “Registered Letter-Return Receipt Requested” to his mailing address listed in DBMS. A furloughed pilot may update his DBMS mailing address at any time via written notice to the Manager – Crew Resources, Department 028, P.O. Box 20706, Atlanta, GA 30320-6001.
2. Within 30 days of delivery of a recall notice to a pilot’s mailing address, a pilot will notify the Company of his intent to return to duty or to bypass recall. The employment of a pilot who does not so notify the Company will be terminated.
3. After 30 but within 60 days of the date of delivery of his recall notice, a pilot who has indicated his intent to return to duty will report at a location and date specified by the Company. The employment of a pilot who does not so report may be terminated if, in the judgment of the Senior Vice President – Flight Operations, which will be reasonably exercised, the pilot’s failure to report was unwarranted under the circumstances.
4. A recalled pilot who returns to duty at a base other than his furlough base will be reimbursed for moving expenses under **Section 6**.
Note: These moving expenses will be calculated from the pilot’s furlough base or permanent residence, whichever is closest to the base to which he is assigned upon recall.
5. A furloughed pilot may bypass recall for a period not to exceed ten years from his date of furlough.
6. A recalled pilot who returns to duty and is furloughed again may bypass recall for a period not to exceed ten years from the date of his subsequent furlough.
7. A pilot who has bypassed recall will be subject to the following:
 - a. he will be ineligible to receive furlough pay,
 - b. he may only return to duty:
 - 1) in conjunction with a subsequent recall or new hire class, and
 - 2) if he has notified the Company in writing of his desire to accept recall at least 30 days in advance of the class date on which he wishes to return.
 - Note one: The Company is not required to recall pilots in numbers greater than it deems necessary in a new-hire or recall class.
 - Note two: If there are more pilots who have bypassed recall that seek to return to duty than the Company has determined is required, such pilots will be returned to duty, in seniority order and prior to any new hire, in conjunction with Company scheduled new hire or recall classes, and
 - c. his employment will be terminated if he does not return to duty within ten years from his date of furlough.
8. A recalled pilot:
 - a. will return to an entry level position (or by mutual agreement between the pilot and the Company, to a position his seniority would entitle him to hold),
 - b. may be required to complete training for that position, and
 - c. will be entitled to bid and be awarded an advance entitlement(s) during training.
9. The Company may extend the time periods outlined in **Section 21 C**. when extraordinary conditions exist.

Section 21 – Furlough and Recall

- 1 10. A pilot will be eligible for recall for ten years from his date of furlough. The
2 employment of a pilot who does not return from furlough within ten years from his date
3 of furlough will be terminated.
- 4 11. A recalled pilot will not be eligible for return to duty if he does not possess a valid FAA
5 First Class Medical Certificate. Such pilot will be placed in recalled-medical hold status.
- 6 12. A pilot in recalled-medical hold status will:
7 a. receive furlough pay, medical/dental/life insurance benefits, and pass benefits during
8 the period in which he would have been eligible for furlough pay if he had not been
9 recalled,
10 b. not receive cockpit jumpseat privileges, and
11 c. not receive compensation, medical/dental/life insurance benefits or pass benefits
12 beyond the period in which he would have been eligible for furlough pay if he had not
13 been recalled.
- 14 13. A pilot in recalled-medical hold status who presents a First Class Medical Certificate to
15 the Senior Vice President-Flight Operations within ten years from his date of furlough
16 will be returned to duty with the Company, subject to the provisions of **Section 15**. Such
17 pilot's return will not be required to be in conjunction with a recall or new hire class.

1 SECTION 22

2
3 FILLING OF VACANCIES

4
5 A. Definitions

- 6
7 1. "Advance entitlement" (AE) means an award (or, with respect to an entry level pilot, an
8 award or assignment) to a category that is anticipated to become effective on a
9 subsequent conversion date.
10 2. "Aircraft model" means an aircraft (e.g., B-737-800, MD-88) within an aircraft type.
11 3. "Aircraft type" means one of the following groupings:
12

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

- 13
14 4. "Average line value" (ALV) means a number of hours established by the Company
15 **between 72 and 84 hours (inclusive)** that is the projected average of all regular line
16 values, for a position, for a bid period.
17 5. "Base" means a location to which a pilot is assigned.
18 6. "Category" means the combination of a pilot's position and base.
19 7. "Category freeze" means a period of time
20 a. that is determined under **Section 22 G.**,
21 b. that commences on the date of a pilot's award of an AE or VD for which qualification
22 training is required or on an entry level pilot's date of employment with the Company
23 as a pilot, and
24 c. during which the pilot will (unless declared eligible by the Company) be ineligible to
25 be awarded another AE with an earliest conversion date falling within the freeze
26 period (other than to a new or reestablished category) for which qualification training
27 is required.
28 8. "Contingent displacement" means a displacement from a pilot's new category that is
29 caused by his displacement into that category.
30 9. "Contingent vacancy" means a vacancy in a pilot's former category that is caused by his
31 award to a different category pursuant to an advance entitlement.
32 10. "Conversion date" means the date on which the award or assignment of a pilot to a
33 different category becomes effective.
34 11. "Displacement" means an award (voluntary displacement or VD) or assignment
35 (mandatory displacement or MD) that is anticipated to become effective on a later
36 conversion date to eliminate a surplus from a category.

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12. “Entry level pilot” means a pilot who has not completed his initial OE at the Company.
13. “FAA mandatory retirement age” means the latest age under Part 121 of the FARs or other applicable statutes that a pilot can serve as a PIC or SIC.
14. **“Known absence” means a period of unavailability in a subsequent bid period for which a pilot is scheduled prior to initial line awards for such bid period (e.g., training, vacation, sick, MLOA, ALPA duty) during which a pilot may not be awarded a rotation(s) or on-call day(s).**
15. “New or reestablished category” means, for the purposes of *Section 22*, a category that has not been in existence for 60 days since the date of the first opportunity for the first conversion.
16. “OE shadow period” means a period of unavailability that is applied to a pilot’s line prior to initial line awards under *Section 11 F. 8.*, during which an award of a rotation(s) or on-call day(s) will be for pay purposes only. Any such rotation(s) will remain available to be awarded to another pilot in PBS.
17. “Position” means the combination of a pilot’s aircraft type, status, and classification as domestic or international.
18. “Standard deviation” means an index of variability as set forth in *Robert L. Winkler and William L. Hays, Statistics, Probability, Inference and Decision, 164-5 (2d Ed. 1975)*.
19. “Standing bid” means a pilot’s order of category preferences, as they exist in DBMS, for AEs, MDs, and VDs.
20. “Status” means a pilot’s rank as Captain, ~~or First Officer or Second Officer~~.
21. “Targeted line value” (TLV) means a 12--bid period rolling average of the ALV: **for a position that will be between 75 and 80 hours (inclusive).**
22. “Unassigned pilot” means a pilot in excess of PWA staffing requirements who is assigned to an aircraft type and base but does not currently hold a status.

B. Order of Positions

1. B-747-400 (International) Captain
- ~~2. B-747-200 (International) Captain~~
2. B-777 (International) Captain
3. B-787 (International) Captain
4. B-767-400ER (International) Captain
5. A-330-200/300 (International) Captain
6. B-767/B-757 (International) Captain
7. B-767/B-757 Captain
8. B-737-900/800/700/600 Captain
9. A-320/319 Captain
10. MD-90/MD-88 Captain
- 11. B-717 Captain**
- ~~12. B-737-300/200 Captain~~
12. DC-9 Captain
13. B-747-400 (International) First Officer
- ~~B-747-200 (International) First Officer~~
14. B-777 (International) First Officer
15. B-787 (International) First Officer

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16. B-767-400ER (International) First Officer
17. A-330-200/300 (International) First Officer
18. B-767/B-757 (International) First Officer
- ~~19. B-747-200 (International) Second Officer~~
19. B-767/B-757 First Officer
20. E-190/195 Captain
21. B-737-900/800/700/600 First Officer
22. A-320/319 First Officer
23. MD-90/MD-88 First Officer
24. **B-717 First Officer**
25. CRJ-900 Captain
- ~~26. B-737-300/200 First officer~~
26. DC-9 First Officer
27. E-190/195 First Officer
28. CRJ-900 First Officer

C. PBS Staffing Formula

1. Formulae values for the bid period at issue:

A = scheduled block and credit hours for such position

B = total ~~vacation~~**known absence** hours for such position, where ~~vacation~~**known absence** hours = # of ~~projected vacation~~**days of known absence in such position** x (ALV/30)

~~C = total training hours for such position, where training hours = # of projected training days x (ALV/30)~~

~~D~~ = ALV for such position

~~E~~D = 12 bid period rolling average of block and credit hours flown by reserve pilots for such position + H for such position

~~F~~E = 12 bid period rolling average of reserve duty periods worked for such position

~~G~~F = 12 bid period rolling average of scheduled block and credit hours for such position

~~H~~G = 12 bid period rolling average GS/GSWC/IA/IAWC hours flown, minus one standard deviation for such position

~~Note one:~~ In determining a 12-bid period rolling average, the Company will use the least recent 12 of the previous 14 bid periods.

~~Note two:~~ The ALV for a position will be between 72 and 82 hours (inclusive).

2. For each position in each bid period:

a. Regular pilots = $(A + B -) / C / D$

b. Domestic reserve pilots = $[(E / 60) \times 0.6 + (F / 14) \times 0.4] \times (A / G)$

c. International reserve pilots = $[(E / 60) \times 0.8 + (F / 14) \times 0.2] \times (A / G)$

3. For each position in each bid period, the total pilots required will be determined as follows:

a. Total pilots for a domestic position = regular pilots + domestic reserve pilots.

b. Total pilots for an international position = regular pilots + international reserve pilots.

4. In **Section 22 C. 1.**, to calculate the value of **€B.**, the total number of ~~projected training days used to calculate the number of projected training hours for each known absence in a position in a bid period will include:~~
- a. ~~the number of projected days of qualification training, plus known sick leave and known accident leave, and~~
 - b. ~~the number of projected days of continuing qualification training (CQ), plus~~
 - c. ~~the number of projected days of re-qualification training, plus~~
 - d. ~~the number of projected days of In-Command training, plus~~
 - b. no less than the number of days of projected OE as follows:

Type OE	Projected OE Days
Initial Captain	10
Initial First Officer	15
Transition Captain	7
Transition First Officer	7
Long Requalification Captain	7
Long Requalification First Officer	7
Short Requalification/Upgrade Captain	5
Short Requalification First Officer	5
Differences Training	5
TOE Previously qualified	4
TOE Initial qualification	8

Note one: Projected TOE days, if required, will be in addition to projected OE days.

Note two: In the event that the Company applies an OE shadow period that is greater in length than the applicable number of projected OE days shown in **Section 22 C. 4. e.**, a number of days equal to the length of such pilot's OE shadow period will be applied in **Section 22 C. 4.**

Example one: For purposes of the staffing formula, a Captain transitioning from the B-737-900/800/700/600 to the B-767/757 (International) would require a total of 11 projected OE days (seven for Transition Captain and four for TOE previously qualified, assuming he has previously flown in an international category).

Example two: For purposes of the staffing formula, a First Officer transitioning from the B-737-900/800/700/600 to the B-767/757 (International) would require a total of 15 projected OE days (seven for Transition First Officer and eight for TOE initial qualification, assuming he has not previously flown in an international category).

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D. Posting and Bidding of Category Vacancies

1. Each bid period and at each base, the Company will post a complete list of pilots by category and seniority number.
2. On or before the first day of February, May, August, and November, the Company will post, at each base, a six month forecast of pilot requirements for each position at each base.
Exception: When the Company posts an advance entitlement or displacement bid with an effective date more than 210 days from date of posting, the Company will concurrently publish a 12-month forecast of pilot requirements for each position at each base.
3. An advance entitlement or displacement bid posting will include a forecast of pilot staffing by category at the end of the conversion window.
4. A vacancy notice will be posted at each base as far in advance as possible, but not more than 210 days before the last date on which it could become effective.
Exception: There is no requirement to post a vacancy that is filled by a pilot who is reinstated to such position within 180 days of his MD.
5. A vacancy notice will include the following:
 - a. each category where a vacancy exists or is expected to exist,
 - b. the number of such vacancies,
 - c. the reason for such vacancies,
 - d. the highest and lowest seniority number of the pilots in the category(ies),
 - e. the last date upon which such vacancy can be filled, which will not be more than 210 days after posting, and
 - f. the closing date and time, which will:
 - 1) be at least 10 days after the posting of the notice, and
 - 2) be the deadline after which a change in a pilot's standing bid will not be considered for the bid award.
6. The last date upon which a vacancy can be filled may be extended beyond 210 days from its date of posting by mutual agreement between the Company and the pilot who is awarded/assigned the vacancy.
7. A pilot will be forwarded copies of vacancy notices posted during his absence if:
 - a. such absence is due to his vacation, sick leave, or leave of absence, and
 - b. the pilot delivers to his Chief Pilot's office:
 - 1) a written request for copies of vacancy notices, and
 - 2) a stamped self-addressed envelope(s).
8. A pilot may indicate in his standing bid a:
 - a. minimum acceptable relative seniority ranking (by number or percentage) in the category (including his own category),
 - b. specification for "regular line only,"
 - c. willingness to be displaced in lieu of a pilot who is junior to him and in his category, or
 - d. desire to be converted, among pilots who hold an award from the same posting:
 - 1) if awarded an AE, after more junior pilots holding an AE to the same category.
 - 2) if awarded a VD, after more junior pilots holding a VD from the same category.
 - 3) if awarded an MD, before more junior pilots holding an MD from the same category.

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9. The Company's decision to award or deny an AE/MD/VD in accordance with a standing bid preference that specifies "regular line only" will be based upon its best estimate of where the cutoff of regular lines will be upon conversion. A preference that specifies "regular line only" does not guarantee that:
 - a. the pilot will be a regular pilot upon his conversion, or
 - b. a junior pilot awarded the vacancy will not be a regular pilot upon his conversion.
10. A pilot's standing bid (in its entirety):
 - a. can be removed by the pilot prior to a bid closing, or
 - b. will be removed by the Company at the time the pilot is awarded a:
 - 1) AE,
 - 2) MD,
 - 3) reinstatement, or
 - 4) VD.
11. For the purposes of **Section 22 D. 4., 5., and 6.**, the Company may, at its discretion, extend the 210 day effective date of a bid to 365 days, once per calendar year, **based upon the award date of the bid.**

E. Advance Entitlements and Voluntary Displacements

1. The following vacancies will be awarded simultaneously and in seniority order among pilots whose standing bid, in DBMS at the closing date and time, contains a preference for the category(ies) involved:
 - a. AE,
 - b. VD,
 - c. contingent vacancies, and
 - d. other vacancies that:
 - 1) first became known during the period of the posting of the vacancy notice, and
 - 2) are caused by termination, resignation, or an absence whose anticipated duration is greater than 120 days.

Exception: A standing bid preference for an AE will not be awarded if such award, together with any VD/MD(s) for the same category, would create a surplus that would cause a displacement in the category.
2. A pilot who has commenced training pursuant to an AE, VD or MD, but has not yet been converted to his new category, will not be required to fly in his current category.

Exception one: This provision will not apply until the 181st day following the in-service date of a new aircraft type, or until the 91st day following the first date of a new or reestablished category.

Exception two: This provision will not apply to such pilot if his training is cancelled.
3. Pilots who hold an AE from the same posting and to the same category will (subject to **Section 22 E. 6. b. and E. 9.**) be converted in seniority order.
4. Pilots who hold a VD from the same posting and from the same category will (subject to **Section 22 E. 6. b. and E. 9.**) be converted in seniority order.
5. When pilots described in **Section 22 E. 3.** and/or **4.**, are competing for a vacancy in, or a displacement to, the same category, the Company will have the right to choose the group (AE or VD) from which each conversion will be made.

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- 1 6. Conversion Date. A pilot who:
- 2 a. at the start of training required for his AE, VD or MD, is projected to complete such
- 3 training, exclusive of OE:
- 4 1) on or before the 16th day of a bid period, will be converted no later than the first
- 5 day of such bid period, or
- 6 2) after the 16th day of a bid period, will be converted no later than the first day of
- 7 the following bid period.
- 8 Exception: **Section 22 E. 6. a. 1)** and 2) will not apply until the 181st day following
- 9 the in-service date of a new aircraft type, or until the 91st day following the first date
- 10 of a new or reestablished category.
- 11 b. holds an AE or VD and does not require training may be converted (in seniority order
- 12 among other pilots not requiring training) in advance of a senior pilot who requires
- 13 training.
- 14 7. A pilot who has not begun qualification training as of his conversion date will be:
- 15 a. paid under **Section 11 B. 1. e.**, and
- 16 b. trained as soon as possible.
- 17 8. Subject to **Section 22 D. 8. d.**, pilots who hold:
- 18 a. an AE from the same posting and to the same category will be scheduled for training
- 19 in seniority order.
- 20 b. a VD from the same posting and from the same category will be scheduled for
- 21 training in seniority order.
- 22 9. If a junior pilot, who holds an AE from the same posting and to the same category or a
- 23 VD from the same posting and from the same category as a senior pilot, is converted
- 24 before the senior pilot, the senior pilot will be pay protected at the rate applicable to the
- 25 higher paying position for the hours paid to him in his current category. ~~Such pay~~
- 26 ~~protection will commence on the first day of the bid period after the bid period in which~~
- 27 ~~the junior pilot is converted.~~
- 28 Exception: Such senior pilot who is converted after such junior pilot will not be pay
- 29 protected if:
- 30 a. he required training and the junior pilot did not,
- 31 b. his conversion was delayed due to his failure to complete training, or
- 32 c. his training is delayed:
- 33 1) at his request, or
- 34 2) at his request under **Section 22 D. 8.**, or
- 35 3) due to his:
- 36 a) sick leave,
- 37 b) military leave of absence, or
- 38 c) disability.
- 39 10. If no pilot bids on a First Officer category vacancy, the Company may assign an entry
- 40 level pilot to fill the vacancy.
- 41 a. Such pilot will be selected among the pilots in the most recent new hire class. If no
- 42 entry level pilot is available, such pilot will be selected from the subsequent new hire
- 43 class.
- 44 b. The vacancy will be proffered to entry level pilots in seniority order. If no pilot
- 45 accepts the proffer, the selection will be made by assignment in inverse seniority
- 46 order.

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11. Prior to transferring unassigned pilots, the Company will proffer transfer opportunities to such pilots in seniority order. Assignments that remain unfilled after such proffers will be filled in inverse seniority order.
12. A pilot who is awarded an AE or VD will forfeit his former category on the date of conversion to his new category.
13. A pilot will not be displaced during a bid period in which another pilot is converted into his category as a result of an AE.
14. Bypass. A Captain or First Officer who is awarded an AE or VD may be bypassed, and pay protected at the higher composite hourly rate for the hours paid to him in his current category, as of the date he would otherwise have been converted, if the commencement of his qualification training (pursuant to the AE or VD) would be within:
 - a. three years of the date he reaches the regulatory age limit for pilots, and the pilot and the Company mutually agree to the bypass, or
 - b. one year of the date he reaches the regulatory age limit for pilots and the Company exercises its discretion to bypass.Exception: The Company may not bypass a pilot within one year of the date he reaches the regulatory age limit for pilots unless the Company has bypassed all pilots holding an AE to the same category with:
 - 1) the same award date,
 - 2) the same training requirements, and
 - 3) earlier normal retirement dates.
15. If an AE is terminated at a pilot's request with the agreement of the Company, the pilot will have no rights under **Section 22 E. 16.**
16. If an AE is canceled by the Company, the pilot may:
 - a. displace any junior pilot who holds an unconverted AE,
 - b. displace a junior pilot from a category the junior pilot converted into pursuant to an AE awarded concurrent with or after the canceled AE, or
 - c. by mutual agreement between the pilot and the Company, extend the effective date of the AE up to 31 days.
17. If an AE is canceled by the Company, the pilot will give the Company written notice of his selection from the options provided in **Section 22 E. 16.** within ten days of his receipt of the cancellation notice. If the pilot does not give the Company such notice within such ten day period, he will be ineligible to exercise any such option.

F. Surplus and Displacement

1. A surplus notice will be posted at each base as far in advance as possible, but not more than 210 days before the last date on which it could become effective.
~~Note: With respect to Captain positions, on the 747-400, 747-200, A-330, the transition from Captain augmentation to relief First Officer augmentation will be made on the basis of attrition. No Captains will be displaced from the affected position as a direct result of this change, provided that displacements due to long term reduction in the number of aircraft in an affected type may occur.~~
2. A pilot in a category with a surplus, who is projected to be displaced, will be notified of his projected displacement as far in advance as possible, but not more than 210 days before the last date on which his displacement could become effective.

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- 1 3. A surplus notice will include the following:
 - 2 a. each category where a surplus of pilots exists or is expected to exist,
 - 3 b. number of such pilots in each such category,
 - 4 c. the last date upon which a projected displacement(s) can become effective, which will
 - 5 be not more than 210 days after the posting of such notice, and
 - 6 d. the closing date and time, which will:
 - 7 1) be at least ten days after the posting of the notice, and
 - 8 2) be the deadline after which a change in a pilot's standing bid will not be
 - 9 considered for the VD or MD.
- 10 4. The last date upon which a displacement can become effective may be extended beyond
- 11 210 days from its date of posting by mutual agreement between the Company and the
- 12 pilot who holds the VD or MD.
- 13 5. The Company will forward to a pilot copies of surplus notices posted during his absence
- 14 if:
 - 15 a. such absence is due to his vacation, sick leave, or leave of absence, and
 - 16 b. the pilot delivers to his Chief Pilot's office:
 - 17 1) a written request for copies of surplus notices, and
 - 18 2) a stamped self-addressed envelope(s).
- 19 6. Pilots in a category with a surplus will be displaced in inverse seniority order.
- 20 Exception one: A senior pilot (excluding a pilot who has been bypassed under
- 21 **Section 22 E. 14.**), may volunteer to be displaced (i.e., via a VD) in lieu of a junior pilot
- 22 in the same category. A pilot who holds a VD may:
 - 23 a. displace into a category to fill an existing vacancy that his seniority entitles him to
 - 24 hold,
 - 25 b. displace a pilot junior to him in the same position in a different base, or
 - 26 c. displace a pilot in any category who:
 - 27 1) was in such category on the award date of the pilot who holds the VD, and
 - 28 2) is junior to the pilot whose displacement he volunteered to take.
- 29 Exception two: A pilot who holds an MD and who indicated in his standing bid his
- 30 desire to be converted before more junior pilots holding an MD from the same posting
- 31 and from the same category will be converted, in seniority order among pilots indicating
- 32 such desire and who hold an MD from the same posting and from the same category,
- 33 ahead of such junior pilots.
- 34 7. Displacement(s) will be processed on the basis of standing bids existing in DBMS as of
- 35 the closing date and time of the posting and will become effective at 0001E on the
- 36 conversion date.
- 37 8. Contingent displacements will be processed simultaneously.
- 38 9. Normally, pilots who hold:
 - 39 a. VDs will be scheduled for training in seniority order prior to pilots who hold MDs
 - 40 from the same posting and from the same category.
 - 41 b. MDs from the same posting and from the same category will be scheduled for
 - 42 training in inverse seniority order.
- 43 10. A pilot will receive at least 30 days advance notice from the Company of the conversion
- 44 date of his displacement.
- 45 11. The Company will not rescind a displacement within the 30 days before its conversion
- 46 date without the consent of the pilot.

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- 1 12. A pilot who holds an MD will, without regard to the standing bids of senior pilots, be
2 reinstated to the category from which he was displaced if:
3 a. a vacancy is posted in such category and the earliest conversion date stated in the
4 posting is within the 180 day period following the conversion date of his MD,
5 b. his standing bid indicates a request for such reinstatement, and
6 c. such vacancy has not been filled by reinstatement of a pilot senior to him who was
7 also awarded an MD from such category.

8 ~~Note: A former NWA pilot who held return or reinstatement rights pursuant to the~~
9 ~~provisions of Section 24.E.10. of the NWA CBA on the day prior to October 30, 2008~~
10 ~~will retain these rights subject to the following provisions:~~

- 11 ~~1) A former NWA pilot will retain these return rights until SOC, subject to the same~~
12 ~~terms and conditions in the NWA CBA.~~
13 ~~2) Upon SOC, any former NWA pilot who retains these return rights will transition to~~
14 ~~the provisions of **Section 22 F. 12.**~~
15 ~~3) During any vacancy posting prior to Bid Period 5, the former NWA pilot will be~~
16 ~~limited in his return to the category and classification as Block or Reserve. If his~~
17 ~~return is subsequent to the last day of Bid Period 4, the classification of Block or~~
18 ~~Reserve is no longer applicable.~~
19 ~~4) A pilot who loses his 24.E.10. return rights 180 days after SOC will receive pay~~
20 ~~protection under the following conditions:~~
21 ~~a) The pilot will receive the difference between the payrate of the highest position~~
22 ~~his seniority entitles him to hold and the payrate for the highest paying position~~
23 ~~for which he lost his 24.E.10. return rights.~~
24 ~~Note: A pilot will only receive pay protection in such circumstances if the~~
25 ~~previous aircraft remains in revenue service.~~
26 ~~b) The pay protection will cease at the earlier of:-~~
27 ~~1) the conversion of a pilot junior to such pilot to a category with a payrate~~
28 ~~which is equal to or higher than the payrate for the 24.E.10. category,~~
29 ~~provided the award was the result of a vacancy posting awarded after SOC,~~
30 ~~or~~
31 ~~2) 36 bid periods plus 180 days following SOC.~~
32 ~~Note: A pilot will not lose this pay protection if he was under a category freeze~~
33 ~~incurred prior to SOC until an award subsequent to SOC is made in which he~~
34 ~~was eligible to bid.~~

- 35 13. A pilot who holds an MD may displace a pilot in any category who is junior to him and
36 who was in such category on the award date of his MD.
37 14. A pilot whose standing bid does not contain sufficient MD preferences as of the closing
38 date and time of the posting and is displaced will be assigned the next lower position at
39 his base. If such pilot lacks sufficient seniority to hold a lower position at his base, he
40 will, at Company option, be assigned into any position at another base that his seniority
41 would permit him to hold.
42 15. If, prior to the conversion date, a posting of multiple VDs or MDs for the same category
43 is partially canceled, such cancellations will be proffered and then assigned in the
44 following order:
45 a. proffered in seniority order among pilots who hold MDs,
46 b. proffered in seniority order among pilots who hold VDs,

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- c. assigned in seniority order among pilots who hold MDs,
 - d. assigned in inverse seniority order among pilots who hold VDs.
16. For the purposes of **Section 22 F. 1., 2., 3., and 4.**, the Company may, at its discretion, extend the 210 day effective date of a bid to 365 days, once per calendar year, **based upon the award date of the bid.**

G. Category Freeze

1. A pilot who is awarded an AE or VD will incur a 24-month category freeze, and an entry level pilot will incur a 12-month category freeze.
Exception one: A domestic category pilot will incur a 9-month category freeze if:
 - a. the award is an AE or VD for the same status in an international category, and
 - b. he requires no qualification training, other than ~~transoceanic~~ **world wide operations** ground school **and simulator(s).**Exception two: Subject to **Section 22 G. 1. Exception one b.**, a pilot currently under a category freeze may be awarded an AE or VD to the same position at a different base.
Exception three: A B-767/B-757 or a B-767/B-757 (International) pilot who is awarded an AE or VD in the same status for the B-767-400ER and undergoes B-757/767 to B-767-400ER qualification training will incur a 9-month category freeze.
Exception four: A B-767-400ER pilot who is awarded an AE or VD in the same status for the B-767/B-757 or the B-767/B-757 (International) and undergoes B-767-400ER to B-757/767 qualification training will incur a 9-month category freeze.
2. A category freeze applies to a pilot who is awarded an AE or VD whether or not he is bypassed under **Section 22 E. 14.** A pilot who has been bypassed will be deemed to hold the category to which he is being pay protected to determine his eligibility for another AE or VD.
3. A pilot who, during his category freeze, is awarded a subsequent AE to the same position at another base may be held in the category of his freeze until a replacement is trained and converted. When such replacement is trained and converted, the pilot will be converted in accordance with the subsequent AE.
4. A pilot who is under a category freeze and who has not previously completed training for a mainline Captain position shall nevertheless be eligible to be awarded a Captain position. In such event, the balance of such pilot's existing category freeze shall be added to the category freeze resulting from the Captain position award.

~~H. Targeted Line Value~~

~~The TLV of a position will be between 74 and 79 hours (inclusive).~~

~~I. Downbid to Second Officer~~

~~A Captain or First Officer who desires to continue in the service of the Company beyond FAA mandatory retirement age may transfer to a Second Officer position under the following terms and conditions:~~

- ~~1. At least 210 days prior to reaching FAA mandatory retirement age, the pilot must file with the Company's Director—Crew Resources & Scheduling a written notice declaring~~

his intention to continue in the service of the Company beyond FAA mandatory retirement age as a Second Officer and stating his category choice(s) in order of preference. A pilot who reaches FAA mandatory retirement age within 210 days following October 30, 2008 must provide such notice no later than 30 days following October 30, 2008 (whether such date is before or after his FAA mandatory retirement age birthday). Failure to comply with the notice requirements of this paragraph will bar a pilot from continuing beyond FAA mandatory retirement age as a Second Officer. Exception: A former NWA pilot who holds a Second Officer position the day prior to October 30, 2008 and any former NWA pilot who, as of October 30, 2008, has given written notice to NWA of his intention to continue flying as a Second Officer beyond the regulated age under the NWA CBA, will be deemed to have satisfied the notice requirement of **Section 22 I. 1.**

2. Effective upon the pilot's FAA mandatory retirement age birthday (or, if a pilot who is covered by the second sentence of **Section 22 I. 1.** reached FAA mandatory retirement age before providing notice, then on the fifth day following the date of the pilot's notice of intention to continue as a Second Officer), subject to the terms of **Sections 22 I. 3.** and **5.**, the pilot who satisfies the provisions of **Section 22 I. 1.** will be converted to the Second Officer category to which his seniority entitles him in accordance with the preference shown on the pilot's notice of intent described in **Section 22 I. 1.**
3. If, on the pilot's conversion date under **Section 22 I. 2.** all positions in every Second Officer category selected are occupied by pilots senior to him, then the pilot will be assigned to the Second Officer category of the Company's choice, where there is a Second Officer junior to him. If there is no such category, the pilot will be placed on an unpaid personal leave of absence for up to five years. While on such leave of absence, the pilot will be awarded the first available Second Officer category position to which his seniority entitles him. He will be notified of his award by registered letter, return receipt requested. A pilot who does not accept and report for such position within 30 days of the date of his receipt of notice of his award, will, barring extraordinary circumstances, be deemed to have voluntarily resigned or retired. A pilot who does not return from an unpaid personal leave of absence under **Section 22 I. 3.** within five years from the date it began will be deemed to have voluntarily resigned or retired.
4. At the Company's option, the pilot may be scheduled for training prior to his FAA mandatory retirement age birthday provided he has furnished proof that he holds a flight engineer certificate with a turbo jet rating, or has completed the written portion of the FAA flight engineer turbo jet examination. Such training will not require pre posting. Training will be paid at the rates of the category held by the pilot at the time the training is accomplished. If the training continues past the pilot's FAA mandatory retirement age birthday, it will be paid at the Second Officer rate in the category for which the pilot is being trained. If due to the lack of training opportunities, the training does not commence until after such pilot reaches FAA mandatory retirement age, he will be paid at the rates applicable to the Second Officer category to which he is converted, commencing on his FAA mandatory retirement age birthday.
5. Prior to the pilot's conversion date under **Section 22 I. 2.**, the pilot must submit to the Director Crew Resources & Scheduling proof that he holds a flight engineer certificate with a turbo jet rating, or has successfully completed the written portion of the FAA flight engineer Turbo jet examination. A pilot who does not submit such proof as

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- ~~required will, upon reaching FAA mandatory retirement age, be deemed to have voluntarily resigned or retired.~~
- ~~6. The pilot must meet all FAA medical requirements for the Second Officer position at the time he commences training for his Second Officer position.~~
- ~~7. Moving expenses incurred by a pilot who transfers, other than at Company request, to a Second Officer category position in order to serve past FAA mandatory retirement age will not be reimbursed.~~
- ~~8. A pilot in a Second Officer category beyond FAA mandatory retirement age, who becomes surplus at a time when his seniority is insufficient to permit him to continue to hold any position in a Second Officer category, will be placed on an unpaid personal leave of absence for a maximum of five years. A pilot on such unpaid leave of absence will be offered the opportunity to return to service to the first available position in a Second Officer category which his seniority is sufficient to permit him to hold. Such offer will be sent by registered letter, return receipt requested. The pilot will promptly notify the Company of his acceptance or rejection of the offer and must report within 30 days of receipt of the offer letter. A pilot who does not accept such offer or who does not report as required will, barring extraordinary circumstances, be deemed to have voluntarily resigned or retired. A pilot who does not return from an unpaid personal leave of absence under **Section 22 I. 8.** within five years from the date it began will be deemed to have voluntarily resigned or retired.~~
- ~~9. Upon conversion to a Second Officer category, the pilot will re-bid his vacation.~~
- ~~10. If, after the pilot's FAA mandatory retirement age birthday, all positions in every Second Officer category are eliminated, then the pilot will be deemed to have voluntarily resigned or retired as of the first day of the first bid period following the elimination of every Second Officer category.~~
- ~~11. A pilot who is on medical leave prior to reaching FAA mandatory retirement age, may file a written notice under **Section 22 I. 1.**, at the time specified under **Section 22 I. 1.**, declaring his intention to remain available to return to the service of the Company beyond FAA mandatory retirement age as a Second Officer, in the event he recovers from disability. Failure to comply with this notice requirement will bar the pilot from returning to the service of the Company beyond FAA mandatory retirement age as a Second Officer. A pilot who complies with the notice requirement and does not return from medical leave will be deemed to have voluntarily resigned or retired at the earlier of five years and 210 days after the latest date under which written notice could have been provided under **Section 22 I. 1.** or ten years after his medical leave began, under **Section 13 B. 3.**~~

1 SECTION 23

2
3 SCHEDULING

4
5 A. Definitions

- 6
7 1. "Asterisk rotation" means a rotation that:
8 a. is published in the bid package,
9 b. is scheduled to begin in one bid period and end in another,
10 c. includes:
11 1) a duty period that begins in the second bid period, and/or
12 2) a flight segment in the second bid period with a different flight number than the
13 last flight segment in the first bid period, and
14 d. is subject to change or removal from a pilot's line.

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

- 17 2. "Average line value" (ALV) means a number of hours established by the Company
18 **between 72 and 84 hours (inclusive)** that is the projected average of all regular line
19 values, for a position, for a bid period.
20 3. "Bid period" means one of the following time periods:
21 a. January 1st through January 30th (the "January bid period")
22 b. January 31st through March 1st (the "February bid period")
23 c. March 2nd through March 31st (the "March bid period")
24 d. April 1st through ~~April 30th~~ **May 1st** (the "April bid period")
25 e. May 1st through ~~May 31st~~ **June 1st** (the "May bid period")
26 f. June 1st through ~~June 30th~~ **July 1st** (the "June bid period")
27 g. July 1st through July 31st (the "July bid period")
28 h. August 1st through August 31st (the "August bid period")
29 i. ~~September 1st~~ **August 31st** through September 30th (the "September bid period")
30 j. October 1st through October 31st (the "October bid period")
31 k. November 1st through November 30th (the "November bid period")
32 l. December 1st through December 31st (the "December bid period")

33 **Note: The start and/or end dates of a bid period may be altered by mutual**
34 **agreement between the Director – Crew Resources and the MEC Scheduling**
35 **Committee Chairman.**

- 36 5. "Block time" means the time beginning when an aircraft first moves for the purpose of
37 flight or repositioning and ending when the aircraft comes to a stop at the next destination
38 or at the point of departure.
39 6. "Break-in-duty" means a rest period (measured from release to report) that is sufficient to
40 break a pilot's duty period under *Section 12 G.*
41 7. "Credit" means the time attributed to a pilot for PWA flight time limitations purposes.
42 8. "Credited reserve on-call day" (CROC day) means a day on which a reserve pilot:
43 a. is on a rotation,
44 b. receives pay and credit under *Section 4 H.*,
45 c. is on airport standby duty, or
46 d. is on sick leave on an on-call day.

- 1 | **9. “Day” means calendar day.**
- 2 | 10. “DBMS” means a computerized crew scheduling system operated by Flight Operations.
- 3 | 11. “Duty period” means the elapsed time from report to release (for a break-in-duty).
- 4 | 12. “FARs” means the Federal Aviation Regulations.
- 5 | 13. “Flying,” “flown,” “flies,” and “fly,” for purposes of *Sections 4, 12, and 23*, means:
 - 6 | a. operation of a flight as a cockpit crewmember, and/or
 - 7 | b. a deadhead by air.
- 8 | 14. “Green slip” (GS) means a request by a pilot to be assigned same-day/next-day open time
9 | that may generate premium pay:
 - 10 | a. on his regular line days-off,
 - 11 | b. on his reserve line X-day(s),
 - 12 | c. on reserve line on-call days, while on long-call, with less than 12 hours’ notice, or
 - 13 | d. on his remaining reserve line on-call days in the current bid period after he has
14 | accumulated credit equivalent to the ALV in such bid period.
- 15 | 15. “Green slip with conflict” (GSWC) means a request by a regular pilot to be assigned
16 | same-day/next-day open time that may generate premium pay, and:
 - 17 | a. overlaps a scheduled rotation(s) remaining to be flown, or
 - 18 | b. creates an FAR or PWA conflict with a scheduled rotation(s) remaining to be flown.
- 19 | **16. “Hard non-fly day” means a non-fly day on which a pilot may not be inversely**
20 | **assigned to a rotation (e.g., vacation, APD day, reserve PD day, ALPA, legal duty,**
21 | **MLOA, or golden X-day).**
- 22 | 17. “International small-category” means an international category containing fewer than
23 | 1,500 scheduled credit hours in a bid period.
- 24 | 18. “Inverse assignment” (IA) means the assignment of open time in inverse seniority order
25 | under *Section 23 N. or O.*
26 | Exception: An assignment to a reserve pilot who is among a group of reserve pilots in
27 | the same RAW value grouping under *Section 23 A. X.* is not an IA.
- 28 | 19. “Inverse assignment with conflict” (IAWC) means an IA that:
 - 29 | a. overlaps a scheduled rotation(s) remaining to be flown, or
 - 30 | b. creates an FAR or PWA conflict with a scheduled rotation(s) remaining to be flown.
- 31 | 20. “Irregular operations” (IROPS) means an event(s) in the system (e.g., sickness, fatigue or
32 | no-show of another pilot, weather, mechanical, aircraft type substitution, substitution of
33 | one aircraft model for another aircraft model on which the pilot is not qualified,
34 | diversion, cancellation, overflight, misconnect, application of the FARs) that causes a
35 | pilot to be removed from his scheduled rotation or portion thereof.
- 36 | 21. “Line” means a pilot’s bid period schedule.
 - 37 | a. “Initial line” means the line awarded/assigned to a pilot via PBS or DBMS.
 - 38 | b. “Adjusted line” means a pilot’s initial line as modified by the line adjustment process.
 - 39 | c. “Regular line” means a line composed of training, vacation, leaves, rotations and/or
40 | days-off.
 - 41 | d. “Reserve line” means a line composed of training, vacation, leaves, reserve on-call
42 | days and X-days.
 - 43 | e. “Blank regular line” means a regular line that is constructed without rotations.
 - 44 | f. “Specially created reserve line” means a reserve line that was not awarded/assigned in
45 | the initial line awards.

- 1 g. **“Reduced lower limit line” (RLL) means a regular line with a value that is less**
2 **than the lower limit of a pilot’s LCW and that is awarded upon request under**
3 **Section 23 D. 10. Exception to a pilot who cannot be awarded a regular line**
4 **within his LCW.**
- 5 22. “Line adjustment” means the process by which the Company removes a rotation(s) from
6 a regular pilot’s line for the next bid period, which would otherwise create an FAR and/or
7 PWA conflict(s).
- 8 23. “Line construction window” (LCW) means a range of hours that is seven and one half
9 hours above and below the ALV for each position in each bid period. The LCW will not
10 extend below 65 hours without mutual agreement between the Director - Crew Resources
11 and the MEC Scheduling Committee Chairman.
- 12 24. “Low-time pilot” means a Captain or First Officer who has not flown (excluding
13 deadhead) 75 hours of block time as a Captain or First Officer in his aircraft type.
- 14 25. “Non-consolidated pilot” means a pilot who has not completed consolidation
15 requirements as set forth in the FARs (currently Section 121.434(g) or a pilot who has
16 flown (excluding deadhead) less than 100 block hours, including OE, in his aircraft type).
- 17 26. **“Non-fly day” means a day on which a pilot:**
18 **a. does not perform flying for the Company,**
19 **b. is not scheduled to perform flying for the Company,**
20 **c. does not participate in training, other than distributed training (including travel**
21 **days),**
22 **d. does not perform an SLI duty period (including a flex day),**
23 **e. is not on Company business,**
24 **f. is not removed from his scheduled rotation for the convenience of the Company,**
25 **or**
26 **g. is not on long call or short call.**
- 27 27. **“Off-line deadhead” means travel on a Delta Connection Carrier in category C**
28 **operations (i.e., pursuant to a prorate agreement) or any carrier other than Delta**
29 **Air Lines, Inc.**
- 30 28. **“On-line transportation” means travel on Delta Air Lines, Inc. and Delta**
31 **Connection Carriers in category A operations (i.e., not a prorate agreement).**
- 32 29. “Open time” means a rotation(s) not awarded on a regular line in the initial line awards,
33 or that otherwise becomes available.
- 34 30. “Out-of-base pilot” means a pilot who holds the same position at another base.
- 35 31. “Over-age-60 conflict” means the pairing of pilots, on a rotation(s) that contains a
36 scheduled takeoff or landing outside the United States, of:
37 a. two over-age-60 pilots on a rotation not requiring an augmented crew.
38 b. three over-age-60 pilots on a rotation(s) containing a common, augmented flight
39 segment requiring a relief pilot.
40 c. four over-age-60 pilots on a rotation(s) containing a common, augmented flight
41 segment requiring a relief crew.
- 42 32. “Pilot change schedule” (PCS) means a process for the submission of requests for:
43 a. military leave of absence (see *Section 13 D.*)
44 b. personal drop (PD), qualified personal drop (QPD) and authorized personal drop
45 (APD) (see *Section 23 I.*)
46 c. swap with the pot (see *Section 23 H.*)

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- d. white slip (see *Section 23 P.*)
- e. yellow slip (see *Section 23 T.*)
- f. GS and GSWC (see *Section 23 Q.*)
- g. X-day move (see *Section 12 N. 9.*)
- h. additional day off (see *Section 23 S. 16.*)
- i. recovery slip (see *Section 23 J.*)
33. "Pilot-to-pilot swap board" means an electronic system through which a pilot offers and/or executes a rotation drop, swap, and/or pickup with another pilot under *Section 23 F.*
34. "Premium pay" means pay as set forth in *Section 23 U.* applicable to:
 - a. an inversely assigned rotation or flight segment(s).
 - b. a GS rotation.
 - c. a GSWC rotation.
 - d. a domestic category rotation assigned/awarded to an international category pilot or an international category rotation assigned/awarded to a domestic category pilot under *Section 23 N. 29.* or *Section 23 O. 25.*
35. "Projection" means the sum of a pilot's accumulated credit and remaining scheduled credit within the bid period.
36. **"Pro rata portion of the ALV" means the ALV for a position divided by the number of days in a bid period.**
37. **"Pro rata portion of the reserve guarantee" means the reserve guarantee for a position divided by the number of days in a bid period.**
38. "RAW value grouping" means a range of RAW values for each category in each bid period determined by mutual agreement between the Director – Crew Resources and Scheduling and the MEC Scheduling Committee Chairman, and made available no later than the last day of the prior bid period.
39. "Recovery slip" means a request by a regular pilot to be awarded open time under *Section 23 J.* in lieu of being assigned recovery flying under *Section 23 K. 1.*
40. "Regular pilot" means a pilot who holds a regular line.
41. "Release" means:
 - a. for purposes of determining a pilot's break-in-duty, the later of:
 - 1) 30 minutes after the block-in of his last flight segment, or
 - 2) the actual time he is released by the Company (after completion of any additional duty required by the Company) to begin a rest period sufficient to break his duty period under *Section 12 G.*
 - b. for purposes of determining a pilot's duty period credit and rotation credit, the later of:
 - 1) 30 minutes after the actual block-in of his last flight segment,
 - 2) 30 minutes after the adjusted block-in of his last flight segment determined by adding the scheduled block time of such flight segment to the later of the scheduled or actual departure time of such flight segment, or
 - 3) the actual time he is released by the Company (after completion of any additional duty required by the Company) to begin a rest period sufficient to break his duty period under *Section 12 G.*
42. "Report" means the later of the actual or scheduled time that a pilot begins duty. Such scheduled time:

- 1 a. in a domestic category is: **one hour before the scheduled departure of the first**
2 **flying (including deadhead on on-line transportation or a Delta Connection**
3 **Carrier) segment.**
4 ~~1) one hour before the~~ **Exception: Such** ~~scheduled departure of the first flying~~
5 ~~(excluding deadhead) segment.~~
6 ~~2) 30 minutes before the scheduled departure of the first on-line deadhead segment.~~
7 ~~3) time is 90 minutes before the scheduled departure of the first off-line deadhead~~
8 ~~segment~~ **other than a Delta Connection Carrier.**
9 b. in an international category is:
10 1) 90 minutes before the scheduled departure of the first:
11 a) flight segment (excluding an intra-theatre deadhead flight segment) in a duty
12 period containing an ocean crossing, (including an ocean crossing deadhead
13 that originates outside the continental United States).
14 b) off-line deadhead segment **other than a Delta Connection Carrier.**
15 Exception: Flight segments to/from Hawaii will have a 60-minute report.
16 2) one hour before the scheduled departure of an:
17 a) intra-theatre flight segment, (including **on-line transportation or a Delta**
18 **Connection Carrier on** a non-ocean crossing deadhead ~~that originates~~
19 ~~outside the continental United States~~ segment).
20 b) ocean crossing deadhead that originates within the United States.
21 c) international category duty period composed solely of domestic flying.
22 ~~3) 30 minutes before the scheduled departure of a deadhead that originates and~~
23 ~~terminates within the continental United States.~~
24 43. "Reroute" means:
25 a. alteration of a pilot's rotation or portion thereof due to irregular operations to:
26 1) delete a previously scheduled flight segment(s), and/or
27 2) add a flight segment(s) that is not open time (including flying removed from open
28 time),
29 or
30 b. alteration of a pilot's rotation or portion thereof to:
31 1) delete a previously scheduled flight segment(s), and/or
32 2) add a flight segment(s) under **Section 23 N. 2021.** or **O. 15.;**
33 and
34 c. notification to the pilot, after the airborne departure of his first flight segment, of such
35 alteration.
36 Note: An alteration in the departure, enroute, or arrival time of a scheduled flight
37 segment does not constitute a reroute.
38 44. "Reserve assignment weighting" (RAW) means a value assigned to a reserve pilot that is
39 based on his accumulated credit in a bid period, his CROC days in a bid period, and his
40 number of short call credits in a bid period. A reserve pilot's RAW is used as part of the
41 process of sequencing him for assignment to open time. Such value will be calculated
42 using the following formula, rounded to the nearest integer:
43 Reserve assignment weighting = $[(A \div C) \times 75] + [(B \div D) \times 100] + (E \times 5)$, where:
44 **A** = the reserve pilot's credit hours accumulated in the bid period plus prorated credit
45 hours associated with his period of unpaid absence and/or vacation and/or training
46 (other than qualification or distributed training), if any. The number of prorated

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- 1 hours associated with his period of unpaid absence and/or vacation and/or training
2 (other than qualification or distributed training) will be determined by multiplying the
3 number of days of his unpaid absence and/or vacation and/or training (other than
4 qualification or distributed training) by the reserve guarantee and then dividing that
5 product by 30 or 31 (days of the bid period).
- 6 **B** = the reserve pilot's CROC days plus prorated CROC days associated with his period
7 of absence other than sick leave, if any (e.g., vacation, training, MLOA, PLOA). The
8 number of prorated CROC days associated with his period of absence other than sick
9 leave will be determined by multiplying the number of days of his absence by 18 (on-
10 call days per bid period) and then dividing that product by 30 or 31 (days of the bid
11 period).
- 12 **C** = the reserve guarantee.
- 13 **D** = number of on-call days in a full month of reserve.
- 14 **E** = the number of short call periods for which the pilot has been credited in the bid
15 period.
- 16 45. "Reserve day" means a day on which a reserve pilot is scheduled to be on either an on-
17 call day or an X-day.
- 18 46. "Reserve pilot" means a pilot who holds a reserve line.
- 19 47. **"Reserve pro rata share" means the reserve guarantee divided by the associated**
20 **number of on-call days in a full bid period on a reserve line.**
- 21 48. "Reserve utilization order" (RUO) means an order of assigning open time to reserve
22 pilots, within days-of-availability groupings, that is based upon a comparison of their
23 RAW value groupings.
- 24 49. "Rotation" means a duty period, or series of duty periods, that is identified by number
25 and scheduled to begin and end at a pilot's base, and all the flight segments contained
26 therein. The release of a regular pilot for a break-in-duty at his base that is within such a
27 series of duty periods ("in base layover") will not end his rotation.
- 28 50. **"Soft non-fly day" means a non-fly day other than a hard non-fly day (i.e., a day on**
29 **which a pilot may be inversely assigned to a rotation).**
- 30 51. "White slip" means a request by a regular pilot to be awarded open time under
31 **Section 23 P.**
- 32 52. "Within days-of-availability groupings" means an order of assigning open time under
33 **Section 23 N.** or **O.** to reserve pilots based upon a comparison between each pilot's days-
34 of-availability and the length of the rotation.
- 35 53. "Within least disruption groupings" means an order of assigning open time to reserve
36 pilots for whom such assignment would extend into their regular line and conflict with a
37 rotation(s). Such pilots will be sequenced for assignment by least number of rotation
38 days to be dropped.
- 39 54. "Within least intrusion groupings" means an order of assigning open time to reserve
40 pilots for whom such assignment would extend into their regular line days-off, but would
41 not extend into a rotation(s). Such pilots will be sequenced for assignment by least
42 number of days interrupted.
- 43 55. "X-day" means a 24-hour duty-free period at a pilot's base, on a reserve line.
- 44 56. "Yellow slip" means a request by a reserve pilot to:
45 a. become first in sequence for assignment:

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- 1) to a specific rotation(s) (in seniority order within RUO among pilots submitting yellow slips for such assignment), or
- 2) on a specific date(s) (in seniority order within RUO among pilots submitting yellow slips for such assignment),
- b. become first in sequence for conversion to short call at a specific time(s) and/or on a specific date(s) under **Section 23 S. 2. c. Note two**, or
- c. ~~waive his X day(s) contingent on being~~ awarded a rotation **up to two additional on-call days.**

B. Timing of Scheduling Events

1. Current Month Events Affecting Subsequent Bid Period Scheduling

<u>Day of Calendar Month</u>	<u>Event</u>
Before the 21st day of the month that is two months prior to the bid period in which a pilot may be scheduled for CQ	Pilot designates CQ Golden Day preference Pilot advises Crew Resources (via DBMS) of training unavailability in the bid period following the subsequent bid period
Before 1800E on the 25th day of the month that is two months prior to the bid period for which CQ training events are being awarded	CQ training events published
At 1800E on the 25th day of the month that is two months prior to the bid period for which CQ training events are being awarded	CQ bidding opens
At 1800E on the last day of the bid period that is two bid periods prior to the bid period for which CQ training events are being awarded	CQ bidding closes
At 0800E on the 1st	Vacation move-ups close
Before 0800E 1800E on the 5th 4th	Bid packages distributed electronically Vacation move-ups posted Qualification training posted CQ training posted Asterisk rotation changes posted
Before 0800E 1800E on the 12th 11th	Pilot advises Crew Scheduling of known absence (e.g., MLOA, scheduled accident leave, scheduled sick leave) in subsequent bid period
On the 12th @ 0800E 11th @ 1800E	Line bidding closes
On or before the 17th @ 1800E	FAR and PWA time and duty adjustments completed (line adjustment)

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	Adjusted lines made available for viewing in DBMS
On the 19th @ 0800E	Reserve Golden Day bidding closes
Before 1800E on the 19th	Reserve Golden Day award available for viewing in DBMS
On the 20th @ 0700E (and through the end of bid period at all PCS run times from table in Section 23 B. 2.)	Daily next bid period PCS process begins
On or before the last day of the bid period	Deadline for submitting bank transactions

2. Daily Events Affecting Current Bid Period

<u>Time of day</u>	<u>Event</u>
@ 0700E	PCS submission deadline for next day APD or PD awards
@ 0700E, 1200E, 1700E, and 2200E	PCS submission deadline for next day (0700E only) and beyond next day flying (white slip, military leave, drop, X-day move, swap with the pot, additional day off)
Between 0800 Base time and 2400 Base time	Next day rotation coverage
0001E and 1300E	Automated RAW value update
1500 Base time	Deadline for placing assignment on the line of a reserve on the last non-fly day (that ends at 2400) prior to an on-call day. (Section 23 S. 1. d. 2) and Section 23 S. 6. b.)

- The sequence of events set forth in **Section 23 B. 1.** and **2.** may be altered by mutual agreement between the Director – Crew Resources and the MEC Scheduling Committee Chairman.

C. Preferential Bidding System (PBS)

The Company will provide a preferential bidding system (PBS) which will allow each pilot in a category to bid for and be awarded an initial line, based upon MOU #2 (PBS) and:

- his bid preferences,
- his seniority,
- his known absences,
- programmed award logic,
- FARs,
- Company policy, and
- the PWA.

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D. Line Award Process

1. The Company will make a bid package available to each pilot for his category for each bid period. The bid package may be distributed electronically under terms and conditions approved by the Director – Crew Resources and the MEC Scheduling Committee Chairman.
2. A bid package will include:
 - a. the date and time of bid closing,
 - b. rotation descriptions,
 - c. asterisk rotation descriptions,
 - d. regular and reserve line parameters, and
 - e. minimum separation lengths, if applicable.
3. A rotation description will include:
 - a. rotation pairing by days,
 - b. aircraft model(s),
 - c. stations,
 - d. origination and termination times,
 - e. total scheduled block time and credit,
 - f. daily scheduled block time and credit,
 - g. layover times, cities, and lodging,
 - h. designation of types of credit,
 - i. exceptions and schedule change descriptions,
 - j. maximum allowable on-duty time,
 - k. scheduled on-duty time,
 - l. scheduled time away from base, and
 - m. break-in-duty times based on release to report.
4. Initial line bidding will close at ~~0800E~~**1800E** on the ~~12th~~**11th** day of each month.
Exception: Under unusual and extenuating circumstances, the Company may close initial line bidding on a day subsequent to the ~~12th~~**11th** day of a month. In all cases, bid packages will be made available at least seven days before bid closing.
5. Prior to the close of initial line bidding, a pilot may enter his bid preferences via PBS and/or DBMS.
Exception: A pilot performing international operations from the ~~5th~~**4th** to the ~~12th~~**11th** of the month may enter his preferences by telephone contact with Crew Scheduling if he is out of the United States from the ~~5th~~**4th** to the ~~12th~~**11th** of the month and unable to access PBS.
Note: PBS will be accessible through an internet connection that does not require a virtual private network. PBS will be compatible with the following operating systems, as a minimum: Windows™, Mac™, and Linux™.
6. Initial line awards will be made in seniority order among pilots in the category.
Exception one: A low-time First Officer who is projected to be a low-time pilot on the first day of the bid period will not be awarded a rotation that was awarded to a low-time Captain, unless the FAA permits the pairing of low-time pilots.
Exception two: The initial line award process will not award an over-age-60 conflict.
7. Initial Captain lines will be awarded before initial First Officer lines.

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- 1 8. A regular line will be constructed from published rotations to achieve a credit value
2 within the LCW, including a value, if any, for a known period of absence.
3 Exception: In the event a pilot's block hour limit (plus the value, if any, for a known
4 period of absence) is lower than the upper limit of the LCW for his category for the bid
5 period, the lower limit of his LCW for the bid period will be his block hour limit (plus the
6 value, if any, for a known period of absence) minus the difference between the upper
7 limit and the lower limit of the LCW for his category for the bid period.
8 Note: In the event a satisfactory PBS solution (e.g., within one +/- hour of the published
9 ALV) is not achievable, an adjustment to the LCW may be made by mutual agreement
10 between the Director - Crew Resources and the MEC Scheduling Committee Chairman.
11 9. A pilot will not be awarded a regular line that:
12 a. exceeds 18 days in which a pilot is on a rotation.
13 Note one: A pilot may state a preference (waive rule) for a regular line award which
14 exceeds 18 days in which he is on a rotation.
15 Note two: For line construction purposes, a pilot will not be considered to be on a
16 rotation on a day that he is released at his base at or before 0300 base time and does
17 not thereafter report for duty on the same calendar day.
18 b. creates, or is within one hour of creating, an FAR or PWA conflict,
19 Exception: This one-hour limitation does not apply to the pilot's block hour limit.
20 or,
21 c. exceeds the pilot's block hour limit.
22 10. A pilot who cannot be awarded a regular line within his LCW will be awarded a reserve
23 line.
24 ~~Exception one: If a: A pilot who is within a number (such number to be determined by~~
25 ~~dividing the total scheduled block and credit hours in a category by the ALV for that~~
26 ~~category) of the most senior pilots in a category is awarded a reserve line because he and~~
27 ~~who cannot be awarded a regular line within his LCW due to conflicts with rotations or~~
28 ~~known absences, including those in the prior or subsequent bid periods, he may elect to~~
29 ~~be awarded a blank regular line may:~~
30 ~~Exception two: In an international category with a limited mix of rotations, the lower~~
31 ~~limit of the LCW may be reduced (and noted in the bid package as the reduced LCW~~
32 ~~lower limit). This reduction is intended to allow the construction of a line for a pilot who~~
33 ~~otherwise would not be awarded a line. The published LCW lower limit may be waived~~
34 ~~to the reduced LCW lower limit at pilot request (through PBS) to allow a line award that~~
35 ~~is below the published LCW lower limit. A pilot who has elected the LCW waiver may~~
36 ~~be awarded a line below the LCW only after PBS is unable to award a line within the~~
37 ~~LCW. The Director - Crew Resources and the MEC Scheduling Committee Chairman~~
38 ~~will mutually agree to the reduced LCW lower limit for affected categories.~~
39 **a. request and be awarded an RLL.**
40 **b. elect to be awarded a blank regular line if he does not request an RLL.**
41 11. A domestic category rotation will not be constructed to contain an ocean crossing other
42 than a deadhead.
43 12. A domestic category regular line will be constructed to contain at least 12 hours free of
44 duty between rotations.
45 13. An international category regular line will be constructed to contain at least:

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- a. 48 hours free of duty between all different direction (Europe/Pacific/South America) ocean crossing rotations.
 - b. 13 hours free of duty prior to a trans-oceanic duty period.
 - c. 18 hours free of duty following a trans-oceanic duty period.
 - d. 12 hours free of duty between rotations.
14. A reserve line will be constructed to contain ~~12 X days in a 30 day bid period and 13 X days in a 31 day bid period, prorated for any known period of absence (see a number of X-days under Section 12 N. 2.~~
~~Section 12 N. 7.)~~
15. A pilot who, in the initial line bid, fails to bid will be awarded a line based on his default bid.
Note: If a pilot does not submit a default bid, he will be awarded a line based on the PBS default bid ("award trips" or "award line reserve").
16. A pilot's adjusted line for the following bid period will be available to him via DBMS on or before the 17th of the month at 1800E.
17. A rotation(s) that becomes known after distribution of bid packages will be open time.
18. Rotations that have not been placed on regular lines will be open time.
- 19. A pilot holding an RLL who elects to receive a regular line guarantee of the lower limit of his LCW, will be required to remain available for assignment to open flying as follows:**
- a. The number of required days of availability will be determined by dividing the difference between his regular line guarantee and his projection by a reserve pro rata share, rounding the resulting quotient up to the nearest integer.
 - b. Such days will be placed on his line by mutual consent between the pilot and Crew Scheduling in a single group, if possible. If such mutual consent cannot be achieved, placement of the days will be determined by Crew Scheduling.
 - c. An increase of the pilot's projection after placement of his required days of availability will cause the number of such required days to be recalculated under *Section 23 D. 19. a.* The excess number of such required days determined under this recalculation will be removed from the pilot's line, beginning with the earliest such day on his line.
 - d. Following the 2200E PCS run on the 24th of the prior month, the pilot may be assigned recovery flying that:
 - 1) is scheduled to report on a day within a group of his days of availability, and
 - 2) is scheduled to release no later than three days after the end of such group of days of availability.
 - e. The pilot:
 - a. will be notified of his assignment to recovery flying by telephone contact from Crew Scheduling,
 - b. must be able to report for an assigned rotation no sooner than 24 hours from the first attempted contact by Crew Scheduling, and
 - c. is obligated to fly the recovery flying whether or not he acknowledges such flying.
20. A pilot holding a blank regular line may submit white slips and GSs for open time originating during that line. Such pilot will not receive:
- a. a regular line guarantee, or

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- b. a rotation guarantee for a rotation that is removed due to a conflict with, or failure to complete, his OE(s).

21. The Company may deviate from the line award process in **Section 23 D.** if necessary because of an unforeseen change of rotations after the distribution of the bid package. In such cases:

- a. the line award will be conducted as expeditiously as possible, and
- b. seniority will govern the awarding of lines within a category.

Note: In cases of temporary reduction in the number of lines in a category not accompanied by a comparable reduction in positions, a sufficient number of reserve lines will be created to ensure a line for each pilot in the category.

E. Pilot Change Schedule

1. Pilots will be afforded the opportunity to submit requests for the following forms of schedule alterations through DBMS:

- a. MLOA,
- b. PD and APD,
- c. swap with the pot,
- d. X-day moves,
- e. white slips,
- f. yellow slips,
- g. reserve rotation preference if needed to fly (see **Section 23 S. 18.**),
- h. GS and GSWCs,
- i. additional day(s) off (see **Section 23 S. 16.**), and/or
- j. preference for recovery flying rotations (see **Section 23 K.**)
- k. recovery slips (see **Section 23 J.**)

Note: A pilot will input PCS preferences via templates in DBMS. Such templates may be modified by mutual agreement between the Director – Crew Resources and the MEC Scheduling Committee Chairman.

2. Requests for the following schedule alterations will be processed in the following order:

- a. MLOA (see **Section 13 D.**),
- b. APD (see **Section 23 I.**),
- c. PD and X-day moves (see **Section 23 I.** and **Section 12 N. 9.**),
- d. recovery slips (see **Section 23 J.**),
- e. white slip (see **Section 23 P.**), and
- f. swap with the pot (see **Section 23 H.**)

3. PCS requests will be processed:

- a. automatically by the PCS system for:
 - 1) beyond next day, and
 - 2) next day at pilot's request (0700E run only).
- b. manually by Crew Scheduling for:
 - 1) next day (after completion of the 0700E automated PCS run on the current day), and
 - 2) same day.

Note: Normally, only the following requests will be processed manually:

- 1) Recovery slips

2) **White slips**

2) **Yellow slips**

3) **Reserve rotation preferences if needed to fly**

4) **GS and GSWC**

4. A pilot who submits a PCS request for a beyond next day rotation, or a next-day rotation under **Section 23 E. 3. a. 2)**, is responsible for ascertaining whether his request has been granted and acknowledging his award. Crew Scheduling is not required to notify a pilot of such an award.

5. PCS Deadline Examples

a. Example 1

- 1) Assumption: The pilot desires to swap a rotation with a scheduled report of 1400 on the 12th day of the month and does not desire the automated PCS run to consider next-day flying.
- 2) Result: The pilot must enter the swap request into PCS no later than 2200E on the 10th day of the month.

b. Example 2

- 1) Assumption: The pilot desires to swap a rotation with a scheduled report of 1400 on the 12th day of the month and desires the automated PCS run to consider next-day flying.
- 2) Result: The pilot must enter the swap request into PCS no later than 0700E on the 11th day of the month (see **Section 23 E. 3.)**

c. Example 3

- 1) Assumption: The pilot submits a white slip for a rotation with a report of 0745 on the 18th of the month and does not desire the automated PCS run to consider next-day flying.
- 2) Result: If the white slip is entered into PCS at or before 2200E on the 16th, it will be processed in a PCS run. If the white slip is entered after 2200E on the 16th, it will be processed under **Section 23 N.**

d. Example 4

- 1) Assumption: The pilot submits a white slip for a rotation with a report of 0745 on the 18th of the month and desires the automated PCS run to consider next-day flying.
- 2) Result: If the white slip is entered into PCS at or before 0700E on the 17th, it will be processed in an automated PCS run (see **Section 23 E. 3.)** After 0700E on the 17th, it will be processed under **Section 23 N.**

F. Pilot-to-Pilot Swap Board

1. The Company will maintain an automated system (the swap board) that permits a regular pilot to:
- a. exchange (swap) a rotation with another regular pilot, and/or
- b. allow another regular pilot to pick up a rotation from his line.
2. Swap board transactions will be processed on a first-come, first-served basis and the results will appear in DBMS upon execution.

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- 1 3. A pilot who submits a swap board request is responsible for ascertaining whether his
2 request has been granted and acknowledging his award. Crew Scheduling is not required
3 to notify a pilot of the result of a swap board transaction.
4 Note: The swap board system will generate an e-mail notification to the pilot when a
5 swap or drop transaction occurs, provided the pilot has entered a valid e-mail address.
6 4. Once a pilot-to-pilot swap request is executed:
7 a. the added rotation will be part of the pilot's line, and
8 b. the dropped rotation will no longer be a part of the pilot's line.
9 5. A rotation swap or drop request must indicate:
10 a. the rotation to be swapped or dropped,
11 b. whether the rotation is available either for swap, pick-up or both,
12 c. an expiration time and date,
13 d. the report date(s) and the length of the rotation(s) for which the pilot is willing to
14 swap, and
15 e. whether the pilot wishes:
16 1) to be contacted by the other pilot, via phone or email, before he executes the
17 transaction (a "contact me first" request), or
18 2) to allow another pilot to execute the swap or pick-up if it meets the specified
19 criteria (a "just put through" request).
20 Exception: A "just put through" request will not be executed within 48 hours of
21 report of the rotation to be dropped or added.
22 6. The Company will provide an area within a swap request for a pilot to include comments
23 to further describe the rotation(s) for which he is willing to swap.
24 7. A regular pilot may execute a rotation swap or drop request via the swap board, provided:
25 a. the transaction complies with the stipulations in the request,
26 b. the transaction will not create, or be within one hour of creating, an FAR or PWA
27 conflict,
28 Exception: This one hour limitation does not apply to the pilot's block hour limit.
29 c. the transaction does not conflict with any restrictive status code (e.g., MLOA, LCA,
30 OE) on either pilot's line,
31 d. any added rotation originates more than 72 hours after the time of execution of the
32 swap, if such pilot lacks special airport/route/theater qualification for such rotation,
33 unless, at the time of execution, the rotation has already been awarded/assigned to
34 another qualified pilot whose presence either qualifies or will qualify the pilot into the
35 special airport or theater or on the route,
36 Exception: A Captain whose request for a theater qualification remains unfulfilled
37 pursuant to **Sections 11 K. 2. e.** or **K. 5. d.** will not be denied such rotation.
38 e. any added rotation will not pair pilots who are both projected to be low-time pilots at
39 the origination of the added rotation,
40 f. both pilots have completed OE,
41 Exception: A pilot who is converting to a 7ER category and who has not completed
42 TOE may execute a swap transaction for a rotation that is not scheduled to conflict
43 with his OE shadow period or his scheduled TOE and that does not contain an ocean
44 crossing if he is converting from the same status in a 767 category or has completed
45 the domestic portion of his OE.

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- g. the transaction does not include a GS, IA, GSWC, IAWC or recovery flying assigned under **Section 23 K.**,
- h. the swap will not drop a rotation within 96 hours of report on which a line check or SAQ is scheduled, ~~and~~
- i. the transaction does not create an over-age-60 conflict, **and**
- j. **the transaction does not add a rotation to a pilot's line that was removed from such pilot's line via an earlier swap board transaction unless such rotation was subsequently awarded to a pilot via PCS.**

Note: During the PBS bid award process, a pilot may not execute a request involving a rotation that contains any duty period, or portion thereof, that is within the last six days of the current bid period.

8. A rotation swap or drop request will remain active for processing until:
 - a. it is executed by a pilot.
 - b. two hours prior to report of the rotation to be swapped or dropped.
 - c. it is withdrawn by the pilot.
 - d. the rotation is no longer a part of the pilot's line.
 - e. the expiration date and time have passed.

Note: When within two hours of report, a pilot may call Crew Scheduling to request manual processing of a swap which will be processed, if practicable.

9. Rotation swap requests involving next bid period rotations may be posted following completion of the line adjustment process.

G. Rotation Changes and Removal

1. Changes to the posted schedule will be shown in DBMS. The affected pilots will be notified as soon as practicable.
2. The Company may remove a pilot from a rotation or portion thereof.
3. If the Company advances the scheduled departure time of the first flight segment of a non-charter rotation by 15 minutes or less:
 - a. a pilot assigned to such flight will not be considered to be removed or rescheduled,
 - b. the Company will attempt to contact a pilot of such advancement prior to his originally scheduled report,
 - c. whether or not the pilot is contacted, his report (for pay, credit and duty time limit purposes) will be deemed to have been advanced by the same amount of time, and
 - d. a pilot who does not receive notice of such advancement will not be liable for a late show.
4. The Company may alter the report, departure, and arrival times and intermediate stops of charter flight segments. The pilot(s) assigned to such flight segments will not be considered to be removed or rescheduled.

Note: The Company may:

- 1) alter the departure, arrival time, intermediate stops and itinerary of a MAC. The report time of a MAC may not be altered more than 1 hour earlier, nor more than 24 hours later than originally scheduled. This alteration(s) may occur more than one time and the pilot(s) assigned to such MAC will not be considered to be removed or rescheduled. Such pilot may be entitled to lodging at his base under **Section 5 E. 1.**
f.

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- 2) not schedule any non-MAC flights, other than ferry (non-revenue) flights while positioning an aircraft for, or returning from, a MAC.
5. An LCP may remove a First Officer from a rotation or any portion thereof for the purpose of conducting OE.
 - a. If the First Officer is removed from his entire rotation, he will be guaranteed pay and credit for the scheduled credit of such rotation.
 - b. If the First Officer is removed after flying a portion of such rotation, he:
 - 1) will be guaranteed pay and credit for the greater of:
 - a) the scheduled credit of such rotation, or
 - b) his accumulated credit for the portion of such rotation flown.
 - 2) may be rerouted under **Section 23 L**.
 - c. If the First Officer is removed from a portion of his rotation beginning with the first flight segment, he:
 - 1) will be guaranteed pay and credit for the greater of:
 - a) the scheduled credit of such rotation, or
 - b) his accumulated credit for the portion of such rotation flown.
 - 2) may be assigned to:
 - a) deadhead to any portion of such rotation, or
 - b) fly any portion of such rotation.
 - d. If a First Officer is so removed from an augmented crew, the senior First Officer will be afforded the option of being removed or flying the rotation, if:
 - 1) exercising his option:
 - a) does not increase the number of deadhead segment(s) or hotel requirements beyond those that existed in the original First Officer rotations, or
 - b) creates no more total additional deadhead segment(s) and hotel requirements than the alternative, and
 - 2) he notifies the Company of his choice at the time of the first attempted contact to advise of the option.

Note: If the senior First Officer is unavailable for contact, he will be the First Officer who is removed under **Section 23 G. 5. d.** unless he has indicated a preference in DBMS to not be removed.
6. A pilot who is removed from a rotation(s) may be eligible for a guarantee under other provisions of the PWA (e.g., **Section 4 E.**, **Section 4 F.**, **Section 4 H.**). A pilot will not receive pay and credit for any rotation(s) that is removed during the line adjustment process due to an FAR, block hour limit or PWA conflict.
7. A reserve pilot who is removed from a rotation(s) will not be eligible for a rotation guarantee under **Section 4 F.**, and will remain on-call as scheduled.
8. The Company may modify or remove an asterisk rotation.
9. Rotations will not be split during the line adjustment process.
10. A reserve pilot who is assigned a rotation that begins in one bid period and ends in the next, and who is either a regular pilot, or a reserve pilot in a different category in the next bid period, will be removed from such rotation the first time he transits his base in the next bid period.

H. Swap With The Pot

1. The Company will maintain and operate an automated PCS system that affords a regular pilot the ability to exchange a scheduled rotation(s) for open time (see **Section 23 E.**).
2. A regular pilot may submit a swap request via PCS one day prior to the earliest scheduled rotation(s) or open time affected by the request (see **Section 23 E. 3.**).
3. A swap request will indicate (in order of preference of drop/add combinations):
 - a. the scheduled rotation(s) to be dropped, and
 - b. in order of preference:
 - 1) the specific rotation(s) on a specific date(s) to be added, and/or
 - 2) a rotation(s) of a specific length(s) originating on a specific date(s) to be added.
4. A regular pilot may submit as many swap requests as he desires on any day, within the limitations of the swap with the pot template.
5. A swap request will be granted at the time of processing provided:
 - a. reserve availability within the category is sufficient (as determined by application of the reserves required formula under **Section 23 W.**, and indicated in DBMS),
 - b. the swap will not create, or be within 30 minutes of creating, an FAR or PWA conflict,
Exception: This 30-minute limitation does not apply to the pilot's block hour limit.
 - c. it does not conflict with any restrictive status code (e.g., MLOA, LCA, OE) on his line,
 - d. the added rotation(s) originates more than 72 hours after the time of processing, if the pilot lacks special airport/route/theater qualification for such rotation(s) unless, at the time of processing, the rotation has already been awarded/assigned to another qualified pilot whose presence either qualifies or will qualify the pilot into the special airport or theater or on the route,
Exception: A Captain whose request for a theater qualification remains unfulfilled pursuant to **Sections 11 K. 2. e.** or **K. 5. d.** will not be denied such rotation.
 - e. the added rotation(s) will not pair pilots who are both projected to be low-time pilots at the origination of the added rotation(s),
 - f. the pilot has completed OE,
Exception: A pilot who is converting to a 7ER category and who has not completed TOE may be granted a swap with the pot request for a rotation that is not scheduled to conflict with his OE shadow period or his scheduled TOE and that does not contain an ocean crossing if he is converting from the same status in a 767 category or has completed the domestic portion of his OE.
 - g. the swap will not drop a rotation within 96 hours of report on which a line check or SAQ is scheduled,
 - h. the swap will not cause a pilot to exceed his block hour limit, and
 - i. the swap will not create an over-age-60 conflict.

Note: During the PBS bid award process, a swap involving a rotation that contains any duty period, or portion thereof, that is within the last six days of the current bid period will not be granted.
6. Swap requests will be processed by category, in seniority order. Captain swap requests will be processed before First Officer swap requests.

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7. Swap requests involving next bid period rotations will be processed on a daily basis beginning on the 20th day of each month.
8. A swap request will be processed in conjunction with each PCS run (or more often, as agreed to by the Director – Crew Resources and the MEC Scheduling Committee Chairman).
9. PCS will not “loop back” a swap request, thereby removing a previously awarded rotation before completion of an iteration. PCS will, however, conduct two iterations (or more, as agreed to by the Director – Crew Resources and the MEC Scheduling Committee Chairman), thereby permitting a swap with a rotation(s) that was added to open time during an earlier iteration of the same PCS run.
10. A swap request will remain active for processing until:
 - a. it is granted.
 - b. the originating date of the scheduled rotation to be dropped passes.
 - c. the originating dates of all preferences for rotation(s) to be added pass.
 - d. it is withdrawn by the pilot.
 - e. the pilot’s “process until date” has passed.

I. Personal Drop

1. A pilot may, via DBMS, submit one of the following requests to drop a rotation(s) or reserve on-call day(s) that begins no earlier than the next day (see **Section 23 E.**):
 - a. PD, or
 - b. APD.
2. Next-day APD requests will be processed (before PD requests) each day, by category, in seniority order among pilots who have submitted requests by 0700E on such day.
3. Next-day PD requests will be processed each day, by position, in seniority order among pilots who have submitted requests by 0700E on such day.
4. A pilot may, via DBMS, submit a PD or APD request for a beyond-next-day rotation or beyond-next-day reserve on-call day(s).
5. Beyond-next-day APD requests will be processed (before beyond-next-day PD requests) daily in DBMS, by category, in seniority order among pilots who have submitted requests by 0700E, 1200E, 1700E, and 2200E on such day.
6. Beyond-next-day PD requests will be processed daily in DBMS, by position, in seniority order among pilots who have submitted requests by 0700E, 1200E, 1700E, and 2200E on such day.
7. A PD request will be granted if, at the time of processing, reserve availability is sufficient (as determined by the reserves required formula under **Section 23 W.**, and as shown in DBMS).

Note one: In an international category, a reserve pilot’s PD request may be denied if granting the request does not maintain a minimum separation equal to the greater of the number of days in the longest published rotation in the category, not to exceed four days, between the PD requested day and:

 - a) X-day blocks,
 - b) a training day(s),
 - c) a vacation day(s),
 - d) an already granted PD/APD day(s), or

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e) a day(s) of ~~jury~~ legal duty leave.

Note two: If an international category reserve pilot is subject to an MSL, as published in the bid package, a PD request may be denied (See **Section 12 N. 9. e. Exception**) if granting the request does not maintain the minimum separation published in the bid package between the PD requested day and:

- a) X-day blocks,
- b) a training day(s),
- c) a vacation day(s),
- d) an already granted PD/APD day(s), or
- e) a day(s) of ~~jury~~ legal duty leave.

Note three: The pilot may contact his Chief Pilot, who may grant a requested PD.

8. An APD request will be granted if, at the time of processing, the:

- a. number of reserves available in the category is at least 25% of the number of reserves required (as determined by the reserves required formula under **Section 23 W.**, and as shown in DBMS),

Exception: An APD request may be denied regardless of the number of reserves available during the period commencing two days before and ending one day after the following:

- 1) New Year's Day
- 2) Super Bowl Sunday
- 3) Good Friday
- 4) Easter
- 5) Memorial Day
- 6) Independence Day
- 7) Labor Day
- 8) Thanksgiving Day
- 9) Christmas Day

and

- b. pilot has not been granted an APD since the first day of the bid period containing the last anniversary of his date of hire, and

- c. pilot has requested to drop:

- 1) a single rotation of any length,
- 2) multiple rotations totaling no more than four consecutive days,
- 3) no more than four consecutive reserve on-call days, or
- 4) a combination of rotations and reserve on-call days totaling no more than four consecutive days.

9. A pilot will not be awarded a white slip, GS, GSWC, IA, IAWC, yellow slip, or swap for a rotation that is scheduled to operate on a day on which APD appears on his schedule.

10. A reserve pilot will not be awarded a GS, IA, or yellow slip for a rotation that is scheduled to operate during a day of his PD.

11. DBMS will convert a denied PD or APD request to a qualified personal drop (QPD) request. A rotation within a QPD request will be available to be awarded via a white slip or swap with the pot as if it were open time.

Note: If such rotation is not awarded to another pilot prior to 48 hours before its report time, the pilot denied the PD or APD will remain obligated to fly it.

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12. A QPD request will be granted if the rotation(s) is awarded to another pilot via an advance white slip or swap with the pot, or utilized by the Company under **Section 23 I. 13.**
13. A rotation(s) within a QPD request that remains in open time for more than 48 hours may be utilized by the Company for a line check, OE, instructor or administrative pilot flying. Such utilization will not generate a Company removal guarantee under **Section 4 E.**
14. PD requests and APD requests for the next bid period will be processed on a daily basis, by category in seniority order beginning on the 20th day of the month.
15. A pilot may, at his request, recover pay and credit for rotations and reserve on-call days dropped pursuant to a PD, QPD, or APD, by utilizing:
 - a. vacation bank time, as follows:
 - 1) A regular pilot will receive pay and credit for the scheduled value of rotation(s) dropped.
 - 2) A reserve or unassigned pilot will receive pay and credit for a **reserve** pro rata share of the reserve guarantee for each reserve on-call day dropped.
 - 3) A pilot may not be paid and credited for a PD, QPD, or APD in an amount in excess of his vacation bank hours.
 - b. full service bank withdrawal in an amount not to exceed the lesser of ALV plus five hours or 82 hours, minus his accumulated credit for the bid period.
Exception: In no case will a pilot withdraw more than five hours from his bank in a bid period in which the pilot flies a GS or portion thereof (see **Section 12 O.**).
16. A pilot may contact his Chief Pilot for approval for a personal drop sick (PDS) if he is unable to adjust his schedule to accommodate an appointment for a routine health procedure. The Chief Pilot may require documentation of such appointment.
17. A pilot's line guarantee under **Section 4** will be reduced by the scheduled credit that is dropped due to the PD, APD, QPD or PDS.

J. Recovery Slip

1. A regular pilot may, via DBMS, submit a recovery slip to be awarded open time in the current or next bid period, in category, in lieu of being assigned recovery flying under **Section 23 D. 19.** or **Section 23 K. 1.** if he will be in the category of the open time on the day it originates.
2. A pilot who has not submitted a recovery slip may be assigned recovery flying under **Section 23 K. 1.** after the earlier of:
 - a. 24 hours after first attempted notification of his removal from his originally scheduled rotation, or
 - b. 0700E two days prior to his originally scheduled report.
3. A pilot who is awarded a recovery slip will be released from his recovery obligation for the rotation from which he was removed.
4. A pilot who is awarded a recovery slip will receive pay and credit for the greater of the value of:
 - a. the rotation from which he was removed under **Section 23 K. 1.**, or
 - b. the awarded rotation.

Note: Such pilot will not receive pay under **Section 23 J. 4.** if he subsequently removes the awarded rotation from his line under **Section 23 E.** or **F.**

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- 1 5. A recovery slip may stipulate specific rotations and/or specific dates, in order of
2 preference, and may also include any of the stipulations set forth in the PCS template.
- 3 6. Recovery slips will be processed:
 - 4 a. automatically by the PCS system for:
 - 5 1) beyond next day, and
 - 6 2) next day at pilot's request (0700E run only).
 - 7 b. manually by Crew Scheduling for:
 - 8 1) next day (after completion of the 0700E automated PCS run on the current day),
9 and
 - 10 2) same day.
- 11 7. A recovery slip will remain active for processing until:
 - 12 a. the stipulations in the recovery slip have been met,
 - 13 b. the time frame specified by the pilot expires,
 - 14 c. the pilot withdraws the recovery slip,
 - 15 d. the pilot, at the discretion of Crew Scheduling, is assigned recovery flying under
16 *Section 23 K. 1.* after 0700E two days prior to his originally scheduled report and
17 after the otherwise active recovery slip has been processed by at least one PCS run,
 - 18 e. the pilot, at the discretion of Crew Scheduling, is assigned recovery flying under
19 *Section 23 K. 1.* after 0700E on the day prior to his originally scheduled report, or
 - 20 f. six hours after his originally scheduled report.
- 21 8. A pilot will not be awarded a recovery slip if:
 - 22 a. he was not removed from his entire rotation under *Section 23 K. 1.*,
 - 23 b. the value of the rotation is less than 50% of the value of the rotation from which he
24 was removed under *Section 23 K. 1.*,
 - 25 c. the value of the rotation is greater than the value of the rotation from which he was
26 removed and would cause his projection to exceed the ALV plus 15 hours,
27 Exception: A pilot in an international category with a limited mix of rotations, in
28 which the lower limit of the LCW has been reduced (and noted in the bid package as
29 the reduced LCW lower limit), may be awarded a recovery slip that would cause his
30 projection to exceed the ALV by the number of hours (as published in the bid
31 package) mutually agreed to by the Director – Crew Resources and the MEC
32 Scheduling Committee Chairman.
 - 33 d. the block time of the rotation would cause his total projected block time for the bid
34 period to exceed his block hour limit,
 - 35 e. he is a low-time Captain and the rotation was previously awarded to a low-time First
36 Officer,
 - 37 f. he is a low-time First Officer and the rotation was previously awarded to a low-time
38 Captain,
 - 39 g. he has not completed OE,
40 Exception: A pilot who is converting to a 7ER category and who has not completed
41 TOE may be awarded a recovery slip for a rotation that is not scheduled to conflict
42 with his OE shadow period or his scheduled TOE and that does not contain an ocean
43 crossing, if he is converting from the same status in a 767 category or has completed
44 the domestic portion of his OE.
 - 45 h. the rotation creates a rotation overlap and/or is within 30 minutes of creating an FAR
46 and/or PWA conflict,

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- 1 Exception one: This 30 minute limitation does not apply to the pilot's block hour
2 limit. (**Section 12 B.**)
- 3 i. the rotation includes a day on which APD appears on his schedule or a reserve day on
4 which PD appears on his schedule,
5 j. the rotation does not conform with his stipulations entered under **Section 23 J. 3.**,
6 k. the rotation is scheduled to operate during a period(s) of his absence due to sick leave,
7 or
8 l. the award will cause an over-age-60 conflict.
- 9 9. Proffer/Award - A pilot who is:
- 10 a. proffered a recovery slip for a same-day rotation may decline such proffer.
11 b. awarded a recovery slip for a next-day rotation:
12 1) will be notified of such award by Crew Scheduling, and
13 2) is obligated to fly the rotation if he acknowledges the award.
14 c. awarded a recovery slip in a PCS run:
15 1) will not be notified of such award by Crew Scheduling, and
16 2) is obligated to fly the rotation whether or not he acknowledges the award.
- 17 10. Crew Scheduling may correct errors and omissions in a:
- 18 a. pre-bid period recovery slip award within 72 hours of the PCS run in which the error
19 or omission occurred.
20 b. current bid period beyond-next-day recovery slip award before the PCS run
21 immediately following the award.
- 22 11. A pilot who is not awarded a rotation because of an error or omission by Crew
23 Scheduling will receive pay and credit under **Section 23 J. 3.** and be released from his
24 recovery obligation as though he had been awarded the rotation he should have been
25 awarded (made whole).
- 26 12. A pilot will not be paid or credited for a rotation that is removed from his line under
27 **Section 23 J. 8.** If there was another rotation that the pilot would have been awarded in
28 the absence of the error or omission, the pilot will:
29 a. be awarded such rotation (without proffer), or
30 b. receive pay and credit under **Section 23 J. 3.** and be released from his recovery
31 obligation as though he had been awarded the rotation he should have been awarded
32 (made whole).

K. Rotation Guarantee Recovery

- 36 1. A regular pilot who is removed from a rotation due to IROPS affecting his rotation and is
37 notified of the change to such rotation before the airborne departure of its first flight
38 segment, will remain available and may be assigned and report for recovery flying as
39 follows:
- 40 a. The pilot will report at the scheduled report for his recovery flying if:
41 1) the removal is from his first flight segment, and
42 2) prior to his originally scheduled report he is:
43 a) notified of such removal, and
44 b) assigned recovery flying.

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- 1 b. If the removal is from his first flight segment, and he is notified of such removal prior
2 to his originally scheduled report, but has not been assigned recovery flying as of
3 such report, the pilot:
 - 4 1) will be promptly available for contact by Crew Scheduling from such report until
5 the earlier of:
 - 6 a) six hours after such report,
 - 7 b) his assignment to recovery flying, or
 - 8 c) his release by Crew Scheduling from recovery obligations,
 - 9 and
 - 10 2) will be prepared to report promptly for his recovery flying.
- 11 c. If the removal is from his first flight segment, and he is notified of such removal after
12 he has reported for his original rotation, the pilot:
 - 13 1) will be immediately available for contact by Crew Scheduling until the earlier of:
 - 14 a) six hours after such report,
 - 15 b) his assignment to recovery flying, or
 - 16 c) his release by Crew Scheduling from recovery obligations,
 - 17 and
 - 18 2) will be prepared to depart immediately on his recovery flying.

19 Note: Such pilot will be on duty from report until release.
- 20 d. A pilot described in **Section 23 K. 1. a., b., or c.** may be assigned any recovery flying
21 provided:
 - 22 1) the assignment is made no later than six hours after the pilot's originally
23 scheduled report,
 - 24 2) the recovery flying originates on any day of the originally scheduled rotation, and
 - 25 3) the pilot is scheduled to be released no later than four hours from the scheduled
26 release of his original rotation.

27 Exception: An international category pilot may be assigned recovery flying
28 scheduled to release no more than four hours from the scheduled release of his
29 original rotation, or the same calendar day, whichever is later, provided the last
30 duty period of the recovery flying is a transoceanic duty period.

31 Note: Such pilot may be entitled to lodging at his base under **Section 5 E.**
- 32 e. If the removal is from a flight segment other than his first, and occurs at a station
33 other than his base, the pilot may be assigned any recovery flying provided:
 - 34 1) he is scheduled to be released no later than four hours from the scheduled release
35 of his original rotation, and
 - 36 2) the recovery flying starts at the station where the removal occurs.

37 Exception: If necessary to ensure a pilot's release within four hours of his originally
38 scheduled release the pilot may be assigned recovery flying starting earlier in the
39 rotation.
- 40 f. If the removal is from a flight segment other than his first, and is at his base, the pilot
41 may be assigned to deadhead to and/or fly the balance of his originally scheduled
42 rotation. Such assignment may be made before or after the pilot receives a break-in-
43 duty at his base.
- 44 g. A pilot will be released from required availability under **Section 23 K. 1.** if, upon his
45 request:
 - 46 1) he has been awarded a recovery slip under **Section 23 J.,**

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- 2) Crew Scheduling agrees to release him and he waives his rotation guarantee, or
- 3) at least 24 hours prior to the original rotation report and:
 - a) the number of reserves available in the category is at least 50% of the number of reserves required (as determined by the reserves required formula under **Section 23 W.**, and as shown in DBMS at the time of the pilot's request), and
 - b) the pilot waives his rotation guarantee.

Exception one: If a pilot is in a duty period or training event at the time of attempted contact by Crew Scheduling and such duty period or training event releases within 24 of the original rotation report, he may request to be released from required availability within two hours of release from such duty period or training event.

Exception two: A pilot's request to be released from required availability may be denied regardless of the number of reserves available during the period commencing two days before and ending one day after the following (unless Crew Scheduling agrees to release him):

- 1) New Year's Day
- 2) Super Bowl Sunday
- 3) Good Friday
- 4) Easter
- 5) Memorial Day
- 6) Independence Day
- 7) Labor Day
- 8) Thanksgiving Day
- 9) Christmas Day

Exception: A pilot who is removed from a rotation due to either of the following IROPS will have no recovery obligation under **Section 23 K. 1.**:

1. FAR 30-in-7 or 32-in-7 conflict.
 2. Cancellation or equipment substitution that occurs prior to either the close of line bidding for the bid period in which the rotation is scheduled or the addition of the rotation to the pilot's line under **Section 23 F., H., J., N., O., P., Q., or R.**
 2. A pilot who is removed from a white slip, GS, GSWC, IA, or IAWC rotation will have standby and recovery obligations under **Section 23 K. 1.**
 3. If, prior to the origination of a rotation, a pilot is projected to exceed the FAR 30-in-7 or 32-in-7 limitation, the Company, prior to report, will remove:
 - a. a rotation(s) from his line,
 - b. him from a portion of a rotation when he passes through his base,
 - c. him from a portion of a rotation, beginning with its first flight segment, and may deadhead him to fly the balance of his rotation, or
 - d. him from a portion of a rotation beginning with its last flight segment and proceeding toward the first flight segment to the extent necessary to achieve compliance, provided:
 - 1) the rotation does not pass through his base, and
 - 2) reserve coverage is not sufficient to cover the first part of the rotation.
- Note: Removal under **Section 23 K. 3. d.** should be avoided when possible, especially when it would result in deadheading the pilot home on the flight segment(s) he would otherwise have flown.

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4. A regular pilot who, after departure of the first flight segment of a rotation, is removed from such rotation due to an FAR 30-in-7 or 32-in-7 conflict or is removed from such rotation at his base due to his decision to decline to fly past his maximum scheduled duty hours plus two and who is entitled to a rotation guarantee, may be assigned to:
 - a. deadhead to, from or on any portion of such rotation, and/or
 - b. fly any portion of such rotation.
5. A regular pilot who is subject to recovery flying under **Section 23 K.** may enter his preferences for such recovery flying in the PCS template in DBMS. He will be assigned rotations based on his preferences for such flying, in seniority order, within days-of-availability groupings, unless he is the only such pilot available to fly another rotation within the same days-of-availability grouping.

L. Reroute

1. A pilot is subject to reroute as defined in **Section 23 A. 34.**
2. A regular pilot may not be rerouted:
 - a. prior to the airborne departure of the first flight segment of his rotation.
 - b. into a flight segment(s) that commences after arrival of the last flight segment of his rotation, (i.e., a tag-on flight segment) as the rotation then exists.Exception: A pilot may be rerouted into flying that was previously removed from his rotation due to a reroute. See Examples 1 and 2 below:

Example 1:

- 1) Assumption: An ATL-based pilot currently holds the following rotation, (either from his line or a previous reroute):

A Day	B Day	C Day
ATL-MSY	LGA-ORD	MCO-ATL
MSY-ATL	ORD-CVG	
ATL-LGA	CVG-MCO	

- 2) Result: A reroute may:
 - a) not commence in ATL on C day.

A Day	B Day	C Day(Not OK)
ATL-MSY	LGA-ORD	MCO-ATL
MSY-ATL	ORD-CVG	*ATL-SAV
ATL-LGA	CVG-MCO	*SAV-ATL

- b) include flying that transits ATL on C day, provided the reroute altered the last flight segment of the pilot's rotation (i.e., MCO-ATL)

A Day	B Day	C Day(OK)
ATL-MSY	LGA-ORD	*MCO-DFW
MSY-ATL	ORD-CVG	*DFW-ATL

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ATL-LGA	CVG-MCO	*ATL-SAV
		*SAV-ATL

Example 2:

1) Assumption:

a) An ATL-based pilot currently holds the following rotation, (either from his line or a previous reroute):

A Day	B Day	C Day
ATL-MSY	LGA-ORD	MCO-ATL
MSY-ATL	ORD-CVG	ATL-SAV
ATL-LGA	CVG-MCO	SAV-ATL

b) On arrival in CVG on B day, the pilot is notified of a reroute, removing the last two flight segments (ATL-SAV-ATL) from his rotation.

A Day	B Day	C Day
ATL-MSY	LGA-ORD	MCO-ATL
MSY-ATL	ORD-CVG	
ATL-LGA	CVG-MCO	

2) Result: A subsequent reroute may not commence in ATL on C day, except to return the original flight segments to his rotation.

A Day	B Day	C Day (Not OK)	C Day (OK)
ATL-MSY	LGA-ORD	MCO-ATL	MCO-ATL
MSY-ATL	ORD-CVG	*ATL-CAE	ATL-SAV
ATL-LGA	CVG-MCO	*CAE-ATL	SAV-ATL

3. A reserve pilot who is rerouted into a rotation that contains a break-in-duty at his base will be removed from such rotation upon such break-in-duty.
4. In rerouting pilots, circumstances permitting, Crew Tracking will endeavor to cause the least disruption to the smallest number of pilots and to return the rerouted pilots to their original rotation.
5. Once a rotation is placed in open time, such rotation or portion thereof will only be removed and utilized for a reroute under **Section 23 N. 21.** or **O. 15.**
Exception: This provision will not apply if the open time is being returned to the rotation from which it was removed.
6. A regular pilot who is assigned a break-in-duty in base as part of a reroute will be afforded lodging under **Section 5 E.**, provided he requests such lodging at the time he is notified of the reroute. The Company will reimburse a pilot for the actual reasonable expenses of lodging if Company arranged lodging is not available.
7. Crew Scheduling will make every reasonable effort to resolve any conflict between a reroute and a pilot's scheduled vacation or other hard non-fly day ~~(e.g. military leave, jury duty)~~, provided the pilot notifies Crew Scheduling of the conflict.
8. A rerouted regular pilot who is not scheduled to release within four hours of the

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1 scheduled release of the last duty period of his original rotation, or within the same
2 calendar day of the last duty period of his original rotation, whichever is later, (the “time
3 limitation”) will receive single pay and credit (or the applicable pay, no credit for a GS,
4 GSWC, IA or IAWC) for the rotation as flown, plus single pay no credit for any duty
5 period(s) that extends beyond such time limitation.

6 Exception one: If such rerouted pilot is not scheduled to release at his base within such
7 time limitation due to a circumstance over which the Company does not have control
8 (e.g., pilot’s origin or destination airport closed, weather on pilot’s routing, mechanical
9 on pilot’s assigned aircraft) he will receive only single pay and credit (or the applicable
10 pay, no credit for a GS, GSWC, IA or IAWC) for the rotation as flown.

11 Exception two: The time limitation will be 30 hours for an international category pilot
12 when rerouted into, or while in, trans-oceanic operations.

13 Exception three: A rerouted pilot who is scheduled to be released at his base beyond the
14 time limitation will not be entitled to premium pay if he is again rerouted for the purpose
15 of releasing him at his base within the time limitation.

- 16 9. A rerouted reserve pilot who is not scheduled to release within four hours of the
17 scheduled release of the last duty period of his original rotation will receive single pay
18 and credit (or the applicable pay, no credit for a GS, GSWC, IA or IAWC) for the
19 rotation as flown, plus single pay no credit (in addition to any other form of pay for the
20 bid period) for any duty period that extends beyond such four hour limitation and into
21 either:

22 a. an X-day, or

23 b. a regular line day-off.

24 Exception one: If such rerouted pilot is not scheduled to release at his base within such
25 four hour time limitation due to a circumstance over which the Company does not have
26 control (e.g., pilot’s origin or destination airport closed, weather on pilot’s routing,
27 mechanical on pilot’s assigned aircraft) he will receive only single pay and credit (or the
28 applicable pay, no credit for a GS, GSWC, IA or IAWC) for the rotation as flown.

29 Exception two: The time limitation will be 30 hours for an international category pilot
30 when rerouted into, or while in, trans-oceanic operations.

31 Exception three: A rerouted pilot who is scheduled to be released at his base beyond the
32 time limitation will not be entitled to premium pay if he is again rerouted for the purpose
33 of releasing him at his base within the time limitation.

- 34 10. A regular pilot will not be rerouted into more than one duty period that originates after
35 the end of his originally scheduled rotation. A reserve pilot will not be rerouted into
36 more than one duty period that originates after the end of his originally scheduled rotation
37 and extends into either an X-day or a regular line day-off.

38 Exceptions: A pilot may be rerouted into more than one duty period originating after the
39 end of his originally scheduled rotation (“additional duty period(s)”) because of the
40 Company’s:

- 41 a. inability to return him to his base (on-line) due to a circumstance over which the
42 Company does not have control (e.g., pilot’s origin or destination airport closed,
43 weather on pilot’s routing, mechanical on pilot’s assigned aircraft). Such pilot:

44 1) will be returned to base, by a direct routing.

45 2) may fly or deadhead.

46 3) will be released upon arrival at his base.

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- 1 4) will receive single pay and credit for such additional duty period(s).
- 2 b. decision (within the Company's control) to cancel the pilot's flight segment (e.g.,
- 3 use of his assigned aircraft on another routing). Such pilot will:
- 4 1) be returned to his base, on the first available on-line or off-line scheduled flight.
- 5 2) be released upon arrival at his base.
- 6 3) receive single pay and credit plus single pay, no credit for the additional duty
- 7 period(s).
- 8 11. Crew Tracking will use:
- 9 a. times shown in the Company operating schedule on published city pairs regardless of
- 10 flight number,
- 11 b. reasonable flight times on unpublished city pairs, and
- 12 c. reasonable taxi and turn times.
- 13 12. A reroute must be in compliance with FAR and PWA limitations at the time the pilot is
- 14 notified.
- 15 Note: Crew Tracking will use the following times in constructing or altering rotations:
- 16 a. For a flight segment that has already been flown, actual block time will be used.
- 17 b. For a flight segment currently being flown, the block time will include known
- 18 delays forwarded by Flight Control to Crew Tracking.
- 19 c. For future flight segments, published block times will be used.
- 20 13. Crew Tracking and pilots will comply with the following procedures for in-flight
- 21 notification and acknowledgment of a reroute:
- 22 a. Crew Tracking will send the crew a complete revised rotation via ACARS when such
- 23 rotation is created.
- 24 b. A crew on an aircraft without an operative ACARS will be notified via radio and
- 25 provided the following information:
- 26 1) next flight segment,
- 27 2) total block time of the affected duty period,
- 28 3) total duty time of the affected duty period,
- 29 4) block out/block in times of all flight segments remaining to be flown in the
- 30 current duty period,
- 31 5) block out time of the first flight segment of the next duty period, and
- 32 6) the location of a paper copy of the rerouted rotation (at the next Delta station).
- 33 c. A crew will be expected to acknowledge an in-flight reroute notification (via ACARS
- 34 or radio) promptly upon receipt. If the crew does not acknowledge an in-flight
- 35 reroute notification (via ACARS or radio) Crew Tracking will assume that the crew
- 36 has not received the reroute information. If the crew's operating duties preclude such
- 37 prompt acknowledgement, a crewmember will contact Crew Tracking before
- 38 departing the cockpit after arrival at the gate.
- 39 d. A crew that is unable to accept a reroute due to an FAR or PWA conflict will contact
- 40 the Company via ACARS or radio and so advise.
- 41 e. ACARS transmissions that are sent within 20 minutes of scheduled arrival time will
- 42 be sent without activating a chime.
- 43

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14. Reroute Examples:

a. Example 1.

1) Original Rotation

A Day	B Day	C Day
ATL-SAV	CVG-ATL	CVG-ATL
SAV-ATL	ATL-MIA	ATL-DFW
ATL-CVG	MIA-CVG	DFW-ATL

scheduled release @ 1400E

2) * Reroute

A Day	B Day	C Day
ATL-SAV	CVG-ATL	*CVG-DCA
SAV-ATL	ATL-MIA	*DCA-CVG
ATL-CVG	MIA-CVG	*CVG-ATL

*reroute scheduled release @ 2000E

- 3) Result: Single pay and credit for entire rotation because release was scheduled to occur within the same calendar day as originally scheduled.

b. Example 2.

1) Original Rotation

A Day	B Day	C Day
ATL-SAV	CVG-ATL	CVG-ATL
SAV-ATL	ATL-MIA	ATL-DFW
ATL-CVG	MIA-CVG	DFW-ATL

scheduled release @ 2200E

2) * Reroute

A Day	B Day	C Day
ATL-SAV	CVG-ATL	*CVG-DCA
SAV-ATL	ATL-MIA	*DCA-CVG
ATL-CVG	MIA-CVG	*CVG-ATL

*reroute scheduled release @ 0100E

- 3) Result: Single pay and credit for entire rotation because release was scheduled to occur within four hours of the originally scheduled release.

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c. Example 3.

1) Original Rotation

A Day	B Day	C Day
ATL-SAV	CVG-ATL	CVG-ATL
SAV-ATL	ATL-MIA	ATL-DFW
ATL-CVG	MIA-CVG	DFW-ATL

scheduled release @ 1900E

2) * Reroute

A Day	B Day	C Day
ATL-SAV	CVG-ATL	*CVG-DCA
SAV-ATL	ATL-MIA	*DCA-CVG
ATL-CVG	MIA-CVG	*CVG-ATL

*reroute scheduled release @ 0100E

- 3) Result: Single pay and credit for entire rotation, plus single pay, no credit for C day because release was scheduled to occur on the next calendar day and the scheduled release is more than four hours after the originally scheduled release.

d. Example 4.

1) Original Rotation

A Day	B Day	C Day
ATL-SAV	CVG-ATL	CVG-ATL
SAV-ATL	ATL-MIA	ATL-DFW
ATL-CVG	MIA-CVG	DFW-ATL

scheduled release @ 1900E

2) * Reroute

A Day	B Day	C Day
ATL-SAV	CVG-ATL	*CVG-DCA
SAV-ATL	ATL-MIA	*DCA-CVG
ATL-CVG	MIA-CVG	*CVG-ATL

* reroute scheduled release @ 2200E

actual release due to creeping delay @ 0100E

- 3) Result: Single pay and credit for entire rotation because reroute was scheduled to release within four hours of originally scheduled release.

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e. Example 5.

1) Original Rotation

A Day	B Day	C Day
ATL-SAV	CVG-ATL	CVG-ATL
SAV-ATL	ATL-MIA	ATL-DFW
ATL-CVG	MIA-CVG	DFW-ATL

scheduled release @ 1900E

2) *Reroute

A Day	B Day	C Day	*D Day
ATL-SAV	CVG-ATL	CVG-ATL	*MSY-ATL
SAV-ATL	ATL-MIA	ATL-DFW	
ATL-CVG	MIA-CVG	*DFW-MSY	
		*MSY-ATL	
		*ATL-MSY	

- 3) Result: Single pay and credit for entire rotation, plus single pay, no credit for C and D days because release was scheduled to occur on the next calendar day and the scheduled release is more than four hours after the originally scheduled release.

f. Example 6.

1) Original Rotation

A Day	B Day	C Day
ATL-SAV	CVG-ATL	CVG-ATL
SAV-ATL	ATL-MIA	ATL-DFW
ATL-CVG	MIA-CVG	DFW-ATL

scheduled release @ 1900E

2) *Reroute

A Day	B Day	C Day	*D Day
ATL-SAV	CVG-ATL	CVG-ATL	*DFW-ATL
SAV-ATL	ATL-MIA	ATL-DFW	
ATL-CVG	MIA-CVG	xDFW-ATL	

DFW-ATL flight segment on C day canceled due to weather in ATL, causing reroute into D day.

- 3) Result: Single pay and credit for entire rotation because scheduled release time is beyond the control of the Company.

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g. Example 7.

1) Original Rotation

A Day	B Day	C Day
ATL-SAV	CVG-ATL	CVG-ATL
SAV-ATL	ATL-MIA	ATL-DFW
ATL-CVG	MIA-CVG	DFW-ATL

scheduled release @ 1900E

2) *Reroute

A Day	B Day	C Day	*D Day
ATL-SAV	CVG-ATL	CVG-ATL	*DFW-ATL
SAV-ATL	ATL-MIA	ATL-DFW	
ATL-CVG	MIA-CVG	xDFW-ATL	

DFW-ATL flight segment on C day canceled due to Company decision to use pilot's aircraft on a different route, causing reroute into D day.

- 3) Result: Single pay and credit for entire rotation, plus single pay no credit for C and D days because scheduled release is beyond the time limitation and within the control of the Company.

h. Example 8.

1) Original Rotation

A Day	B Day	C Day
ATL-SAV	CVG-ATL	CVG-ATL
SAV-ATL	ATL-MIA	ATL-DFW
ATL-CVG	MIA-CVG	DFW-ATL

scheduled release @ 1400E

2) *Reroute

A Day	B Day	C Day (OK)	C Day (NOT OK)
ATL-SAV	CVG-MIA	CVG-ATL	CVG-ATL
SAV-ATL	MIA-LGA	*ATL-SDF	ATL-DFW
ATL-CVG	LGA-CVG	*SDF-ATL	DFW-ATL
			*ATL-SAV
			*SAV-ATL

*reroute scheduled release @ 1830E

- 3) Result: Single pay and credit for entire rotation because release scheduled to occur within the same calendar day as originally scheduled.

Notes:

- a) The column labeled "C day (OK)" shows a routing that is permissible under the PWA because the reroute deleted the last flight segment of the rotation that the pilot held (i.e., DFW-ATL).

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- b) The column labeled “C day (NOT OK)” shows a routing that would be in violation of the PWA because the reroute:
- did not change the last flight segment of the rotation the pilot held (i.e., DFW-ATL), and
 - would have added tag-on flight segments that commenced after arrival of the last flight segment of the rotation that the pilot held.

i. Example 9.

1) Original Rotation

A Day	B Day
ATL-SAV	CVG-ATL
SAV-ATL	ATL-MIA
ATL-CVG	MIA-ATL

scheduled release @ 1400E

2) * Reroute

A Day	B Day	C Day	D Day
ATL-SAV	CVG-ATL	*DFW-PHX	*PHX-ATL
SAV-ATL	ATL-MIA	x*PHX-ATL	
ATL-CVG	*MIA-DFW		

*PHX-ATL flight segment on C day canceled due to mechanical on pilot's aircraft in PHX.

No other on-line flight to return pilot to ATL on C day, causing a 2nd reroute into D day.

- 3) Result: Single pay and credit for the entire rotation, plus single pay no credit for B and C days because original reroute was not scheduled to release within the time limitation.

Notes:

- A reroute premium does not apply to D day because the pilot's departure from PHX was delayed due to circumstances beyond the control of the Company.
- On D day, the pilot may:
 - fly or deadhead to ATL on a direct routing, and
 - not pass through ATL.

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j. Example 10.

1) Original Rotation

A Day	B Day
ATL-SAV	CVG-ATL
SAV-ATL	ATL-MIA
ATL-CVG	MIA-ATL

scheduled release @ 1400E

2) * Reroute

A Day	B Day	C Day	D Day
ATL-SAV	CVG-ATL	*DFW-PHX	*PHX-ATL
SAV-ATL	ATL-MIA	x*PHX-ATL	
ATL-CVG	*MIA-DFW		

*PHX-ATL flight segment on C day canceled due to Company decision to use pilot's aircraft on a different route, no on-line or off-line flight to return pilot to ATL on C day causing 2nd reroute into D day.

3) Result: Single pay and credit for the entire rotation, plus single pay no credit for B, C, and D days because release was not scheduled to occur within the time limitation.

Notes:

- A reroute premium applies to D day because this duty period was not caused by the Company's inability to return the pilot to base as originally rerouted.
- On D day, the pilot:
 - will be returned to ATL on the first available on-line or off-line scheduled flight,
 - may fly or deadhead, and
 - may not pass through ATL.

M. Rotation Coverage Sequence

- Beyond-next-day open time will be awarded to pilots submitting swap requests and white slips under **Section 23 H.** and **P.**
- Same-day open time will be sequenced for award/assignment as it becomes known to Crew Scheduling.
- Next-day open time, will be awarded/assigned each day during the period 0800 through 2400 (pilot's base time).
Exception: Rotations with a MED designator in Open Time will be covered on the second day prior to the rotation (e.g., a MED rotation that departs at 1600 on the 5th will be covered under **Section 23 N.** between 0800 and 2400 on the 3rd). MED rotations that appear in open time the day prior to departure will be processed immediately.
- A rotation that has been designated for OE may be removed from open time at any time on or after the 25th of month prior to the bid period in which the rotation is scheduled to

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operate. A rotation that has been designated for a line check may be removed from open time immediately prior to rotation coverage under **Section 23 N.** or **O.**

Exception: A rotation(s) contained within a QPD request that remains in open time for more than 48 hours may be utilized by the Company for a line check, OE, instructor or administrative pilot flying under **Section 23. I. 13.**

5. Open time with a scheduled report of:

a. 12 hours or more after award/assignment will be covered under **Section 23 N.**

b. less than 12 hours after award/assignment will be covered under **Section 23 O.**

6. When awarding/assigning open time to reserve pilots under **Section 23 N.**, Crew Scheduling will attempt to cover rotations in order of their lengths (longest rotation covered first).

7. A Crew Scheduler may deviate from the sequences under **Section 23 N.** or **O.** when, in his judgment, it is necessary to do so in order to maintain schedule integrity. In such event, the pilot who would otherwise have been awarded/assigned the rotation will receive pay and credit (or if applicable, single pay, no credit) for the scheduled value of the rotation.

8. A pilot will not be awarded/assigned consecutive different direction (i.e., Europe/Pacific/South America) ocean crossing flights without a break-in-duty at his base of at least 24 hours. In addition, the Company will avoid such different direction assignments to a reserve who has had a break-in-duty at his base of less than 48 hours, provided another reserve is available under **Section 23 N.** or **O.** to perform the assignment without premium pay.

9. A regular or reserve pilot may not be awarded/assigned flying in a position he does not currently hold.

Exception: An international category pilot may be awarded/assigned domestic category open time, and a domestic category pilot may be awarded/assigned international category open time, under **Section 23 N. 29.** or **O. 25.** A pilot who is awarded/assigned such open time:

a. as a reserve pilot will receive pay and credit, plus single pay, no credit for the rotation flown.

b. pursuant to a GS will receive double pay, no credit for the rotation flown.

N. Open Time Award/Assignment Sequence for Rotations Reporting 12 or More Hours After Initial Attempt to Contact Pilot (Long Notice Ladder)

1. Pilots who have submitted recovery slips under **Section 23 J.** (in category, in seniority order) or who are subject to recovery flying under **Section 23 K. 1.**

Note one: Recovery slips for same-day open time will be awarded by proffer.

Note two: A pilot whose original rotation was not a MED rotation will not be assigned recovery flying to a MED less than 24 hours prior to report time of the MED rotation without his consent.

2. Regular pilots who have submitted white slips (in category, in seniority order)

Note: White slips for same-day open time will be awarded by proffer.

Exception: A local council officer who drops a rotation to conduct a monthly council meeting will be given first priority to white slip open time during that bid period in order to recover such dropped rotations. (see **Section 24 J. 8.**)

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3. Long call reserve pilots (in category, within RUO)
4. Short call reserve pilots (in category, within RUO)
5. Reserve pilots who are on an X-day or long call reserve pilots for whom the award would interrupt their X-day(s) and who have submitted a yellow slip (in category, within RUO)
6. Out-of-base regular pilots who have submitted white slips (in seniority order)
Note: White slips for same-day open time will be awarded by proffer.
7. Out-of-base long call reserve pilots (by base, within RUO)
8. Out-of-base short call reserve pilots (by base, within RUO)
9. Long call reserve pilots for whom the assignment would extend into their regular line day(s)-off (in category, within least intrusion groupings, by RAW value)
10. Short call reserve pilots for whom the assignment would extend into their regular line day(s)-off (in category, within least intrusion groupings, by RAW value)
11. Out-of-base long call reserve pilots for whom the assignment would extend into their regular line day(s)-off (by base, within least intrusion groupings, by RAW value)
12. Out-of-base short call reserve pilots for whom the assignment would extend into their regular line day(s)-off (by base, within least intrusion groupings, by RAW value)
13. Long call reserve pilots for whom the assignment would create a conflict with their regular line rotation(s) (in category, within least disruption groupings, by RAW value)
14. Short call reserve pilots for whom the assignment would create a conflict with their regular line rotation(s) (in category, within least disruption groupings, by RAW value)
15. Out-of-base long call reserve pilots for whom the assignment would create a conflict with their regular line rotation(s) (within least disruption groupings, by RAW value)
16. Out-of-base short call reserve pilots for whom the assignment would create a conflict with their regular line rotation(s) (within least disruption groupings, by RAW value)
17. Pilots who have submitted GSs (in category, in seniority order)
18. Instructors who have submitted GSs without conflict under *Section 11 C. 1. c. 2*) (in seniority order)
Note: Instructors who can hold First Officer, but cannot hold Captain, on the aircraft model on which they instruct, will be afforded priority over instructors who can hold Captain on such aircraft model, for the purpose of GS awards for flying as First Officer.
19. Out-of-base pilots who have submitted GSs (in seniority order)
20. Pilots who are currently flying and would be re-routed
21. Long call reserve pilots whose X-day(s) would be interrupted (in category, in inverse seniority order)
22. Short call reserve pilots whose X-day(s) would be interrupted (in category, in inverse seniority order)
23. Reserve pilots on X-day(s) who can be assigned without conflict (in category, in inverse seniority order)
24. Regular pilots who can be assigned without conflict (in category, in inverse seniority order)
25. Reserve pilots on X-day(s) who can be assigned with conflict (in category, in inverse seniority order)
26. Regular pilots who have submitted GSWCs (in category, in seniority order)
27. Regular pilots who can be assigned with conflict (in category, in inverse seniority order)

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28. International category pilots (domestic category open time that is converted to international category open time) or domestic category pilots (international category open time that is converted to domestic category open time):
 - a. pilots who have submitted GSs (in category, in seniority order)
 - b. out-of-base pilots who have submitted GSs (in position, in seniority order)
 - c. long call reserve pilots (in category, within RUO)
 - d. short call reserve pilots (in category, within RUO)
 - e. out-of-base long call reserve pilots (in position, within RUO)
 - f. out-of-base short call reserve pilots (in position, within RUO)
29. Available qualified pilots (in position, in inverse seniority order)

O. Open Time Award/Assignment Sequence for Rotations Reporting Less Than 12 Hours After Initial Attempt to Contact Pilot (Short Notice Ladder)

1. Pilots who have submitted recovery slips under **Section 23 J.** (by proffer, in category, in seniority order) or who are subject to recovery flying under **Section 23 K. 1.**
Note: A pilot whose original rotation was not a MED rotation will not be assigned recovery flying to a MED less than 24 hours prior to report time of the MED rotation without his consent.
2. Regular pilots who have submitted white slips (by proffer, in category, in seniority order)
Exception: A local council officer who drops a rotation to conduct a monthly council meeting will be given first priority to white slip open time during that bid period in order to recover such dropped rotations. (see **Section 24 J. 8.**)
3. Long call reserve pilots who have submitted yellow slips (provided FAR reserve rest requirements have been met, in category, within RUO)
4. Out-of-base regular pilots who have submitted white slips (by proffer, in seniority order)
5. Short call reserve pilots (in category, within RUO)
6. Out-of-base long call reserve pilots who have submitted yellow slips (provided FAR reserve rest requirements have been met, by base, within RUO)
7. Out-of-base short call reserve pilots (by base, within RUO)
8. Short call reserve pilots for whom the assignment would extend into their regular line day(s)-off (in category, within least intrusion groupings, by RAW value)
9. Out-of base short call reserve pilots for whom the assignment would extend into their regular line day(s)-off (in category, within least disruption groupings, by RAW value)
10. Short call reserve pilots for whom the assignment would create a conflict with their regular line rotation(s) (in category, within least disruption groupings, by RAW value)
11. Out-of base short call reserve pilots for whom the assignment would create a conflict with their regular line rotation(s) (in category, within least disruption groupings, by RAW value)
12. Pilots (including long call reserve pilots whose rotation would report within 12 hours of initial attempt to contact) who have submitted GSs (in category, in seniority order)
13. Instructors who have submitted GSs under **Section 11 C. 1. c. 2)** (in seniority order)
Note: Instructors who can hold First Officer, but cannot hold Captain, on the aircraft model on which they instruct, will be afforded priority over instructors who can hold Captain on such aircraft model, for the purpose of GS awards for flying as First Officer.
14. Out-of-base pilots who have submitted GSs (in seniority order)

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15. Pilots who are currently flying and would be re-routed
 16. Long call reserve pilots whose rotation would report within 12 hours of initial attempt to contact (by proffer, in category, in inverse seniority order)
 17. Short call reserve pilots whose X-day(s) would be interrupted (in category, in inverse seniority order)
 18. Long call reserve pilots whose rotation would report within 12 hours of initial attempt to contact and whose X-day(s) would be interrupted (by proffer, in category, in inverse seniority order)
 19. Reserve pilots on X-day(s) who can be assigned without conflict (in category, in inverse seniority order)
 20. Regular pilots who can be assigned without conflict (in category, in inverse seniority order)
 21. Reserve pilots on X-day(s) who can be assigned with conflict (in category, in inverse seniority order)
 22. Regular pilots who have submitted GSWCs (in category, in seniority order)
 23. Out-of-base pilots who have submitted GSWCs (in seniority order)
 24. Regular pilots who can be assigned with conflict (in category, in inverse seniority order)
 25. International category pilots (domestic category open time converted to international category open time) or domestic category pilots (international category open time that is converted to domestic category open time):
 - a. pilots who have submitted GSs (in base, in position, in seniority order)
 - b. out-of-base pilots who have submitted GSs (in position, in seniority order)
 - c. short call reserve pilots (in category, within RUO)
 26. Available qualified pilots (in position, in inverse seniority order)
- Note: Crew Scheduling may at its discretion bypass a short call pilot for assignment to flying if the assignment would cause him to be released within two hours of a required rest period.

P. White Slips

1. A regular pilot may, via DBMS, submit a white slip for open time:
 - a. in category, in the current or next bid period, if he will be in the category of the open time on the day it originates, and
 - b. in a different category (i.e., out-of-base) for same-day/next-day open time, if he will be in the position of the open time on the day it originates.
2. A white slip may stipulate specific rotations and/or specific dates, in order of preference and may also include any of the stipulations set forth in the PCS template.
3. White slip lists will be produced for each category each day after 0700E and 1800E.
4. White slips will be processed under **Section 23 E., N. or O.**, subject to the following:
 - c. Open time awards under **Section 23 N. or O.** will be based on the Trip Coverage Report (TC) generated for such awards no earlier than 30 minutes prior to the commencement of the award process.
 - d. White slips for beyond-next-day open time will be processed during each PCS run. A rotation award will be placed on a pilot's schedule. (see **Section 23 E.**)
 - e. A pilot will not be awarded a white slip for same-day/next-day open time that includes special airport/route/theater qualifications for which he is not qualified unless, at the time of the award, the rotation has already been awarded/assigned to

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- 1 another qualified pilot whose presence either qualifies or will qualify the pilot into the
2 special airport or theater or on the route.
3 Exception: A Captain whose request for a theater qualification remains unfulfilled
4 pursuant to **Sections 11 K. 2. e.** or **K. 5. d.** will not be denied such white slip.
- 5 f. A pilot will not be awarded a white slip for a rotation that originates in the current bid
6 period that would create an FAR and/or PWA conflict with a rotation previously
7 awarded/assigned in the current bid period. (i.e., no loop-back to undo a previously
8 awarded/assigned rotation).
- 9 5. When awarding a white slip in a time critical assignment (i.e., a rotation that is scheduled
10 to depart within three hours of attempted contact):
11 a. the Company will:
12 1) attempt to contact the pilot using at least two telephone numbers listed in DBMS,
13 and
14 2) afford the pilot accepting the award the reporting time ability of a short call
15 reserve pilot.
16 b. a pilot who cannot be contacted or who declines the award (this is a proffer) will be
17 by-passed without pay protection.
- 18 6. A white slip will remain active for processing until:
19 a. the stipulations in the white slip have been met,
20 b. the time frame specified by the pilot expires, or
21 c. the pilot withdraws the white slip.
- 22 7. A pilot will not be awarded a white slip if:
23 a. the credit of the rotation would cause his projection to exceed the ALV plus 15 hours,
24 Exception: A pilot in an international category with a limited mix of rotations, in
25 which the lower limit of the LCW has been reduced (and noted in the bid package as
26 the reduced LCW lower limit), may be awarded a white slip that would cause his
27 projection to exceed the ALV by the number of hours (as published in the bid
28 package) mutually agreed to by the Director – Crew Resources and the MEC
29 Scheduling Committee Chairman.
30 b. the block time of the rotation would cause his total projected block time for the bid
31 period to exceed his block hour limit,
32 c. he is a low-time Captain and the rotation was previously awarded to a low-time First
33 Officer,
34 d. he is a low-time First Officer and the rotation was previously awarded to a low-time
35 Captain,
36 e. he has not completed OE,
37 Exception: A pilot who is converting to a 7ER category and who has not completed
38 TOE may be awarded a white slip for a rotation that is not scheduled to conflict with
39 his OE shadow period or his scheduled TOE and that does not contain an ocean
40 crossing if he is converting from the same status in a 767 category or has completed
41 the domestic portion of his OE.
42 f. the rotation creates a rotation overlap and/or is within 30 minutes of creating an FAR
43 and/or PWA conflict,
44 Exception one: This 30-minute limitation does not apply to the pilot's block hour
45 limit. (**Section 12 B.**)

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- 1 Exception two: A pilot may be awarded a white slip in the current bid period that
2 will create an FAR and/or PWA conflict with a rotation in the next bid period. The
3 conflicting rotation in the next bid period will be removed from the pilot's line. The
4 pilot's projection/line guarantee will be reduced by the credit of the removed rotation.
- 5 g. the open time includes a day on which APD appears on his schedule or a reserve day
6 on which PD appears on his schedule,
7 h. the rotation does not conform with his stipulations entered under **Section 23 P. 2.**,
8 i. the open time is scheduled to operate during a period(s) of his absence due to sick
9 leave, or
10 j. the award will cause an over-age-60 conflict.
- 11 8. An out-of-base pilot will:
- 12 a. receive pay, credit and per diem for the white slip rotation(s) beginning at his report
13 for the rotation at the base at which the rotation originates and ending at his release at
14 such base.
15 b. not be reimbursed for transportation, lodging, and per diem before his report to and
16 after his release from the white slip rotation(s).
17 c. not be awarded a white slip for open time that includes special airport/route/theater
18 qualifications or an aircraft model for which he is not qualified unless, at the time of
19 the award, the rotation has already been awarded/assigned to another qualified pilot
20 whose presence either qualifies or will qualify the pilot into the special airport or
21 theater or on the route.
- 22 Exception: A Captain whose request for a theater qualification remains unfulfilled
23 pursuant to **Sections 11 K. 2. e.** or **K. 5. d.** will not be denied such white slip.
- 24 d. be required to be available at the base where the rotation was scheduled to originate
25 in order to satisfy his recovery obligations under **Section 23 K.**
26 e. be considered to be based, for reroute purposes, at the base where the rotation was
27 scheduled to originate.
- 28 9. Out-of-base white slips will only be considered for same-day/next-day open time.
- 29 10. Proffer/Award - A pilot who is:
- 30 a. proffered a white slip for a same-day rotation may decline such proffer.
31 b. awarded a white slip for a next-day rotation under **Section 23 N.:**
32 1) will be notified of such award by Crew Scheduling, and
33 2) is obligated to fly the rotation(s) if he acknowledges the award.
34 c. awarded a white slip in a PCS run (beyond-next-day rotation):
35 1) will not be notified of such award by Crew Scheduling, and
36 2) is obligated to fly the rotation whether or not he acknowledges the award.
- 37 ~~11. If Crew Scheduling is unable to contact a pilot to inform him of an~~
38 ~~award that requires Crew Scheduling notification, (i.e., white slip for a same-day or a~~
39 ~~next-day rotation),, the pilotCompany will be bypassed without pay protection and the~~
40 ~~rotation(s) will be removed from the pilot's line and returned to open time.:~~
41 **Note: Crew Scheduling is not required a. attempt to contact the pilot using at least**
42 **two telephone numbers listed in DBMS,**
43 **b. allow a pilot in a non-time critical assignment (i.e., a rotation that is scheduled to**
44 **inform him depart three hours or more after attempted contact) no less than ten**
45 **minutes to respond from the first attempted contact, and**

- c. **afford the pilot accepting the award the reporting time ability** of an advance-
white slip a short call reserve pilot.

Note: A pilot who cannot be contacted will be bypassed without pay protection.

12. A rotation will be removed from a reserve pilot's line and awarded to a regular pilot who has submitted a white slip for such rotation, if:
- a. the regular pilot was removed from another rotation or portion thereof, after the white slip rotation was awarded/assigned to the reserve pilot,
 - b. such removal created the regular pilot's availability for the white slip rotation(s), and
 - c. the regular pilot notifies Crew Scheduling of his availability for such rotation(s).
- Exception: A rotation will not be removed from a reserve pilot's line for the purpose of awarding it to the regular pilot described above:
- 1) within 12 hours of the report of such rotation, unless the reserve pilot consents, or
 - 2) if such rotation has been assigned to a reserve under **Section 23 S. 17. c.** (reserve line check).
13. Crew Scheduling may correct errors and omissions in a:
- a. pre-bid period white slip award(s) within 72 hours of the PCS run in which the error or omission occurred.
 - b. same-day or next-day white slip award(s) within the period ending two hours prior to report.
 - c. current bid period beyond-next-day white slip award(s) before the PCS run immediately following the award.
14. A pilot who is not awarded a rotation because of an error or omission by Crew Scheduling will receive pay and credit for no less than the rotation he should have been awarded (made whole).
15. A pilot will not be paid or credited for a rotation that is removed from his line under **Section 23 P. 13.** If there was another rotation that the pilot would have been awarded in the absence of the error or omission, the pilot will:
- a. be awarded such rotation (without proffer), or
 - b. receive pay and credit for no less than the rotation he should have been awarded (made whole).

Q. Green Slips (GS) and Green Slips with Conflict (GSWC)

1. A regular or reserve pilot may, via DBMS, submit a GS for same-day/next-day open time if he will be in the position of the open time on the day it originates.
2. While he is assigned to active duty in the Training Department, an SLI will be eligible to submit and be awarded a GS to fly as:
 - a. Captain in a category that includes the aircraft type on which he instructs, if he can hold Captain on such aircraft type, and
 - b. First Officer in a category that includes the aircraft type on which he instructs.
3. A regular pilot may also, via DBMS, submit a GSWC if he will be in the position of the open time on the day it originates.
4. An international category pilot may submit a GS for domestic category open time covered under **Section 23 N. 2829.** or **O. 25.**
5. A GS or GSWC may stipulate specific rotations and/or specific dates, in order of preference and may also include any of the stipulations set forth in the PCS template.

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- 1 6. A GS or GSWC will remain active for processing until:
 - 2 a. the stipulations in the GS or GSWC have been met.
 - 3 b. the time frame specified by the pilot expires.
 - 4 c. the pilot withdraws the GS or GSWC.
- 5 7. GS and GSWC will be awarded under **Section 23 N.** or **O.**, subject to **Section 23 Q. 9.**
6 and the following:
 - 7 a. Open time awards will be based on the Trip Coverage Report (TC) generated for such
8 awards no earlier than 30 minutes prior to the commencement of the award process.
 - 9 b. A pilot will not be awarded a GS or GSWC for a rotation that includes special
10 airport/route/theater qualifications for which he is not qualified unless, at the time of
11 the award, the rotation has already been awarded/assigned to another qualified pilot
12 whose presence either qualifies or will qualify the pilot into the special airport or
13 theater or on the route.
14 Exception: A Captain whose request for a theater qualification remains unfulfilled
15 pursuant to **Sections 11 K. 2. e.** or **K. 5. d.** will not be denied such GS or GSWC.
 - 16 c. A pilot will not be awarded a GS that would create an FAR and/or PWA conflict with
17 a rotation previously awarded/assigned (i.e., no loop-back to undo a previously
18 awarded/assigned rotation).
19 Exception: A GS for a same-day rotation by a pilot who will be a reserve pilot on the
20 next day will be processed without regard to his reserve award/assignment for the
21 next day.
 - 22 d. A pilot will not be awarded a GSWC that would create an FAR and/or PWA conflict
23 with a GSWC rotation previously awarded/assigned (i.e., no loop-back to undo a
24 previously awarded/assigned GSWC rotation).
 - 25 e. A pilot will not be awarded a GSWC for a rotation that would create an FAR and/or
26 PWA conflict with a rotation on his line that originates on the same day.
- 27 8. A pilot will not be awarded a GS or GSWC if:
 - 28 a. the block time of the rotation would cause his total projected block time to exceed his
29 block hour limit.
 - 30 b. he is a low-time Captain and the rotation was previously awarded to a low-time First
31 Officer.
 - 32 c. he is a low-time First Officer and the rotation was previously awarded to a low-time
33 Captain.
 - 34 d. he has not completed OE.
35 Exception: A pilot who is converting to a 7ER category and who has not completed
36 TOE may be awarded a GS or GSWC for a rotation that is not scheduled to conflict
37 with his OE shadow period or his scheduled TOE and that does not contain an ocean
38 crossing if he is converting from the same status in a 767 category or has completed
39 the domestic portion of his OE.
 - 40 e. the rotation creates an FAR and/or PWA conflict with a rotation already flown.
 - 41 f. the rotation includes a day on which APD appears on his schedule or a reserve day on
42 which PD appears on his schedule.
 - 43 g. the rotation does not conform with the stipulations entered by the pilot under
44 **Section 23 Q. 5.**
 - 45 h. the open time is scheduled to operate during a period(s) of his absence due to sick
46 leave.

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- i. the award will cause an over-age-60 conflict.
 9. A pilot will be obligated to fly a GS or GSWC rotation if he is notified of and acknowledges the award.
 10. If Crew Scheduling is unable to contact a pilot to inform him of the GS or GSWC award, the pilot will be bypassed without pay protection and the rotation(s) will be removed from the pilot's line and returned to open time.
 11. A pilot who is awarded a GSWC will be removed from the entire conflicting rotation.
 12. When awarding a GS or GSWC the Company will:
 - a. attempt to contact the pilot using at least two telephone numbers listed in DBMS,
 - b. allow a pilot in a non-time critical assignment (i.e., a rotation that is scheduled to depart three hours or more after attempted contact) no less than ten minutes to respond from the first attempted contact, and
 - c. afford the pilot accepting the award the reporting time ability of a short call reserve pilot.
- Note: A pilot who cannot be contacted will be bypassed without pay protection.
13. Crew Scheduling may correct errors and omissions in a same-day or next-day GS or GSWC award(s) following the award of the rotation and ending two hours prior to report.
 - a. Such corrections will not generate a rotation guarantee for the rotation removed.
 - b. If there was another rotation that the pilot would have been awarded in the absence of the error or omission, the pilot will:
 - 1) be awarded such rotation, or
 - 2) receive single pay, no credit for no less than the scheduled value of the rotation he should have been awarded (made whole).
 - c. A pilot who is not awarded a rotation because of an error or omission by Crew Scheduling will receive pay, no credit for no less than the rotation he should have been awarded (made whole).
14. An out-of-base pilot will:
 - a. receive pay, credit and per diem for a GS rotation(s) beginning at his report for the rotation at the base at which the rotation originates and ending at his release at such base,
 - b. not be reimbursed for transportation, lodging, and per diem before his report to and after his release from a GS rotation(s),
 - c. not be awarded a GS unless he is able to report by the scheduled report or such later time as may be determined by Crew Scheduling,
 - d. not be awarded a GS for open time that includes special airport/route/theater qualifications or an aircraft model for which he is not qualified unless, at the time of the award, the rotation has already been awarded/assigned to another qualified pilot whose presence either qualifies or will qualify the pilot into the special airport or theater or on the route,
Exception: A Captain whose request for a theater qualification remains unfulfilled pursuant to **Sections 11 K. 2. e.** or **K. 5. d.** will not be denied such GS.
 - e. have rotation guarantee recovery obligations at the base where the rotation was scheduled to originate under **Section 23 K. 2.**, and
 - f. be considered to be based, for reroute purposes, at the base where the rotation was scheduled to originate.

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- 1 15. A pilot who has flown a rotation(s) pursuant to a GS will not be awarded another rotation
2 in the same bid period pursuant to a GS unless:
 - 3 a. all other eligible pilots (i.e. pilots who can be contacted and are able to fly such
4 rotation without a PWA/FAR violation) in his category who have submitted GSs have
5 flown a like number of rotations pursuant to a GS in such bid period, or
 - 6 b. no other eligible pilot is available.
- 7 16. A pilot who has flown a rotation(s) pursuant to a GSWC will not be awarded another
8 rotation in the same bid period pursuant to a GSWC, unless:
 - 9 a. all other eligible pilots (i.e. pilots who can be contacted and are able to fly such
10 rotation without a PWA/FAR violation) in his category who have submitted GSWCs
11 have flown a like number of rotations pursuant to a GSWC in such bid period, or
 - 12 b. no other eligible pilot is available.

13 R. Inverse Assignment (IA) and Inverse Assignment With Conflict (IAWC)

- 14 1. A pilot who has been assigned a rotation pursuant to an IA or IAWC, will not be awarded
15 another rotation in the same bid period pursuant to an IA or IAWC, unless:
 - 16 a. all other eligible pilots in his category have been awarded a like number of rotations
17 pursuant to an IA or IAWC in such bid period, or
 - 18 b. no other pilot in his category is available.
- 19 2. An IA or IAWC will be assigned in inverse seniority order without regard to the length of
20 the rotation.
- 21 3. A pilot who is assigned an IAWC will be removed from the entire conflicting rotation.
- 22 4. A pilot will not be assigned an IA or IAWC if the block time of the rotation would cause
23 his total projected block time to exceed his block hour limit.
- 24 5. A pilot will not be assigned an IAWC that would create an FAR or PWA conflict with a
25 rotation on his line that originates on the same day.
- 26 6. A pilot will not receive an IA or IAWC to open time that is scheduled to operate during a
27 period(s) of his absence due to sick leave.
- 28 7. Without his consent, a regular pilot will not be inversely assigned to a rotation with a
29 report that is within 11 hours of his release at his base.
- 30 8. If Crew Scheduling is unable to contact a pilot to inform him of an IA or IAWC, the pilot
31 will be bypassed without pay protection and the rotation(s) will be removed from the
32 pilot's line and returned to open time.
- 33 9. A pilot will not be awarded an IA or IAWC if:
 - 34 a. the rotation includes a day on which APD appears on his schedule.
 - 35 b. the rotation includes a day on which PD appears on a reserve day on his schedule.
 - 36 c. he is a low-time Captain and the rotation was previously awarded to a low-time First
37 Officer.
 - 38 d. he is a low-time First Officer and the rotation was previously awarded to a low-time
39 Captain.
 - 40 e. the award will cause an over-age-60 conflict.
- 41 10. A pilot will not be assigned an IA if his accumulated credit equals or exceeds the ALV.

S. Reserve Pilots

1. A reserve pilot will:

- a. be awarded/assigned open time under *Section 23 N. or O.*

Note one: Open time will be assigned to reserve pilots (within days-of-availability groupings) beginning with the reserve pilots within the lowest RAW value grouping and then progressing to the reserve pilots within the next higher RAW value grouping.

Note two: Within days-of-availability groupings, reserve pilots whose RAW values are in the same RAW value grouping will be assigned open time in inverse seniority order unless one or more of them have submitted a yellow slip, in which case open time will be awarded in seniority order to the reserve pilot(s) who submitted a yellow slip for such open time.

Note three: When open time is so assigned, the following order will be used:

- 1) pilots whose days-of-availability match the length of the rotation (by RUO), then
 - 2) pilots whose days-of-availability exceed the length of the rotation (in least variance order, by RUO).
- b. be placed in a days-of-availability groupings within his category as follows:
- 1) in domestic categories, the groupings will be:
 - a) one day of availability,
 - b) two days of availability,
 - c) three days of availability, and
 - d) four or more days of availability.
 - 2) in international categories, the groupings will be:
 - a) one day of availability,
 - b) two days of availability,
 - c) three days of availability,
 - d) four days of availability, and
 - e) five or more days of availability.
- c. be on long call on any on-call day on which he is not assigned to short call.
- d. be required to check his schedule via DBMS or VRU:
- 1) after block-in of the last flight segment of his rotation prior to his release (see *Section 12 G. 13. - 14.*), and
 - 2) no later than 0200 base time on his first on-call day following a non-fly day, so as to be able to acknowledge:
 - a) any assignment no later than three hours before a scheduled report of the rotation or start of a short call period, or
 - b) the start of a rest period.
- Exception one: If such last non-fly day ends at a time other than 2400, the pilot will check his schedule no later than two hours after the end of such non-fly day.
- Exception two: For purposes of *Section 23 S 1. d. 2)* a non-fly day will not include a day on which the pilot: **is on vacation.**
- ~~a) is on vacation.~~
 - ~~b) performs flying for the Company.~~
 - ~~c) is scheduled to perform flying for the Company.~~

~~d) participates in training, other than distributed training (including travel days).~~

~~e) performs an SLI duty period (including a flex day).~~

~~f) is on Company business.~~

~~g) is removed from his scheduled rotation for the convenience of the Company.~~

Note: On the last day of a bid period, a regular pilot will be required to check his schedule in the manner described in **Section 23 S. 1. d. 2)** if:

a) he is scheduled for a reserve on-call day on the first day of the next bid period, and

b) the last day of the bid period in which he holds a regular line is a non-fly day.

e. report and be released at his base, when he is awarded/assigned open time in his category or as an out-of-base reserve.

f. be converted to short call within days-of-availability groupings, in the following order:

1) in seniority order, among pilots who have submitted a yellow slip for conversion to short call and who have less than three short call credits.

2) in inverse seniority order, among pilots who have not submitted a yellow slip for conversion to short call and who have less than three short call credits.

3) in seniority order, among pilots who have submitted a yellow slip for conversion to short call and who have at least three short call credits but fewer than the maximum number under *Section 23 S. 2. c. 2)*.

4) in inverse seniority order, among pilots who have not submitted a yellow slip for conversion to short call and who have at least three short call credits but fewer than the maximum number under *Section 23 S. 2. c. 2)*.

5) in seniority order, among pilots who have submitted a yellow slip for conversion to short call and who have at least the maximum number of short call credits under *Section 23 S. 2. c. 2)*.

Note: The Company will publish, by calendar day for each category, the targeted number and start time of short call periods based upon historic and projected requirements. Such targets are pre-month estimates only and operational requirements will determine actual short call periods.

2. A reserve pilot will not be:

a. assigned a rotation that:

1) will cause his credit to exceed the ALV **plus 15 hours**.

2) will cause his total projected block time to exceed his block hour limit.

3) is scheduled to interrupt a golden day(s).

4) has a report that is less than 12 hours after his release at his base.

5) has a report earlier than five hours from the end of his last non-fly day.

Exception: A reserve pilot will not be assigned a rotation that has a report earlier than 1200 (base time) if the non-fly day that preceded the on-call day was a vacation day.

6) would cause the pairing of two low-time pilots on such rotation.

7) creates an over-age-60 conflict.

Exception: A reserve pilot may be awarded a GS (see **Section 23 Q.**) or yellow slip (see **Section 23 T.**) without regard to the limitations in **Section 23 S. 2. a. 1)** and **3) – 5)**.

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- b. removed from a rotation for the purpose of awarding such rotation to a regular pilot, within 12 hours of the report of such rotation, unless the reserve pilot consents.
- c. converted to short call:
 - 1) on an X-day, or
 - 2) in excess of the number stated in the following ~~chart~~charts:

a) In a bid period with a reserve guarantee of 72:00 – 74:59:

<u>Reserve Days in Bid Period</u>	<u>Short Calls</u>
26 29 – 31	6
21 24 – 28	5
16 20 – 23	4
11 15 – 18	3
6 10 – 12	2
3 – 5	1
0 – 2	0

b) In a bid period with a reserve guarantee of 75:00 – 80:00:

<u>Reserve Days in Bid Period</u>	<u>Short Calls</u>
29 – 31	7
25 – 28	6
20 – 24	5
16 – 19	4
12 – 15	3
7 - 11	2
3 – 6	1
0 – 2	0

Note: “Reserve Days in Bid Period” in the ~~chart~~charts in *Section 23 S. 2. c. 2)* will:

- a) be calculated as of the beginning of the first day of the bid period, and
- b) include all personal drop days.

Exception one: A reserve pilot may be converted to short call ~~more than six times~~ in a bid period **more times than shown in Section 23 S. 2. c. 2)** pursuant to a yellow slip(s) that is awarded after the pilot has already completed ~~six short call periods~~**the number shown in Section 23 S. 2. c. 2).**

Exception two: A reserve pilot who is unable to complete his short call period due to sickness, will not be credited with a short call period for purposes of *Section 23 S. 2. c.*

d. required to remain on call after his accumulated credit equals or exceeds his reserve guarantee.

3. A domestic category reserve pilot will not be awarded/assigned an ocean crossing other than a deadhead.
4. An international category reserve pilot will not be awarded/assigned domestic flying that was not contained in an international category as published in the bid package.

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Exception: An international category reserve pilot may be awarded/assigned domestic flying that:

- a. was unplanned at the time of bid package publication and is part of an international flight sequence (e.g., ATL-JFK-CDG),
- b. employs an aircraft type for which there is no domestic category,
- c. consists of a ferry flight(s) to support international operations, or
- d. was awarded/assigned under **Section 23 N. 2829.** or **Section 23 O. 25.**

5. A long call pilot:

- a. must be available for contact by Crew Scheduling at any time while on-call.
- b. must be able to report for an assigned rotation which reports no earlier than 12 hours from the first attempted contact by Crew Scheduling.
- c. must be able to report for a rotation within 12 hours of first attempted contact for conversion to short call.
- d. can be converted to short call no earlier than ten hours from the first attempted contact by Crew Scheduling and will be released from duty during the ten hours immediately preceding the start of his short call period.
- e. will be notified of his assignment to open time under **Section 23 N.** or **O.** by one of the following two methods:
 - 1) telephone contact from Crew Scheduling.
 - 2) electronic placement of a rotation or conversion to short call that is placed on his schedule prior to:
 - a) his release from a rotation, or
 - b) nine hours before the end of his last non-fly day (other than a vacation day) before an on-call day.
- f. will not be required to remain available for contact in the 12 hours prior to the scheduled report of an assigned rotation.
- g. who is assigned a rest period:
 - 1) prior to release from a rotation, must acknowledge such assignment prior to release.
 - 2) via telephone contact may:
 - a) if contacted directly by Crew Scheduling, be placed on rest immediately, or
 - b) if not contacted directly by Crew Scheduling, have such rest period begin no earlier than three hours following the first attempted contact. In such case, the pilot must acknowledge assignment to a rest period no later than six hours after the start of the rest period.

6. A long call pilot who is assigned a rotation or converted to short call:

- a. prior to release from a rotation, must acknowledge such assignment or conversion prior to release.
- b. via telephone contact or electronic placement on his schedule on his last non-fly day (other than a vacation day) before an on-call day, must acknowledge such assignment or conversion no later than:
 - 1) three hours before the scheduled report of the rotation, or
 - 2) one hour before the scheduled start of the short call period.

7. A long call pilot may be released from on-call duty at 1200 base time on his last on-call day prior to a **soft** non-fly day (~~e.g., X day, regular line day off~~) if he contacts Crew Scheduling and requests to be released.

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8. A long call pilot will be released from on-call duty at 1200 base time on his last on-call day prior to a hard non-fly day ~~(e.g., golden day, MLOA, ALPA drop)~~.
9. A short call pilot:
 - a. will remain on short call for a period that:
 - 1) is designated by Crew Scheduling, and
 - 2) does not exceed:
 - a) 12 hours in domestic categories, or
 - b) 24 hours in international categories.

Note: An international category pilot who has been on short call for 12 hours will not be assigned a domestic rotation with a scheduled report earlier than nine hours after notification.
 - b. must be promptly available for contact by Crew Scheduling during his short call period until the earlier of:
 - 1) the end of the short call period, or
 - 2) his departure to report for an awarded/assigned rotation.

Exception: A pilot will not be required to be available for contact during the first two hours of his short call period as follows:

 - a) At the time the pilot is notified of his conversion to short call, the pilot will advise Crew Scheduling that he will be:
 - i. traveling to his base, and
 - ii. unavailable for contact during the first two hours of the short call.
 - b) The pilot must be able to report for a rotation with a report as early as two hours after the start of the short call period.
 - c) When the pilot arrives at his base, he assumes responsibility for acknowledging any rotation placed on his line by checking his schedule via DBMS or contacting Crew Scheduling.
 - d) When the pilot checks his schedule, his line may contain a rotation with a report as early as two hours from the start of the short call period.
 - c. who travels to his base under **Section 23 S. 9. b. Exception** and is assigned to a co-terminal base, will be permitted additional time to reposition from the airport of arrival to the airport at which the rotation originates (if necessary).
 - d. must be able to promptly report for an awarded/assigned rotation.
 - e. will not be assigned a rotation without an attempted contact by Crew Scheduling.
 - f. will be released from on-call duty not later than 1200 base time on his last on-call day prior to a "hard" non-fly day ~~(e.g., golden day, MLOA, ALPA drop)~~.
 - ~~g. may submit a request to Crew Scheduling to be scheduled for multiple short call periods in succession. Crew Scheduling will make every reasonable effort to honor such request.~~
10. In pilot bases with co-terminal airports, a short call pilot's availability will be determined as follows:

Co-Terminal Airports	Airport Reserve Availability Determined From
LAX, ONT, SNA, BUR, LGB	LAX
DFW, DAL	DFW
EWR, JFK, LGA	EWR, JFK or LGA

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11. A reserve pilot who flies on an X-day due to an IA, GS or reroute will be given nine hours free of duty upon his release at the completion of his rotation.
 - a. His X-day(s) will begin immediately following such nine-hour period and will continue until he has received a period of 24 hours free of duty for each interrupted and remaining X-day in his scheduled X-day block.
 - b. If the remaining days in the bid period are insufficient to contain the X-day(s), the pilot will be granted an additional day(s) off under **Section 23 S. 16**.

Example:

Day	1	2	3	4	5	6	7	8
Scheduled X-days	Res	Res	X	X	X	X	Res	Res
Rotation	A	B	C					
			↑					
			0900 Release					
Actual X-days	Res	Res	/	X	X	X	/	Res
			↑				↑	
			1800 X-days begin				1800 X-days end	

(See **Section 23 S. 1., 2., 5. and 6.** for a reserve pilot's acknowledgment obligations on last non-fly day prior to an on-call day)

12. An international category reserve pilot who flies an ocean crossing on an X-day due to an IA, GS or reroute will be given 13 hours free of duty upon his release at the completion of his rotation.
 - a. His X-day(s) will begin immediately following such 13-hour period and will continue until he has received a period of 24 hours free of duty for each interrupted and remaining X-day in his scheduled X-day block.
 - b. If the remaining days in the bid period are insufficient to contain the X-day(s), the pilot will be granted an additional day(s) off under **Section 23 S. 16**.

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13. The X-day(s) of a reserve pilot who reports on an X-day due to an IA or GS, but does not fly, will begin upon his release by Crew Scheduling and will continue until he has received a period of 24 hours free of duty for each interrupted and remaining X-day in his scheduled X-day block. If the remaining days in the bid period are insufficient to contain the X-day(s), the pilot will be granted an additional day(s) off under **Section 23 S. 16**.

Example:

Day	1	2	3	4	5	6	7	8
Scheduled X-days	Res	Res	X	X	X	X	Res	Res
Rotation (0800 Report)			A					
			↑					
			0900 Release					
Actual X-days	Res	Res	/	X	X	X	/	Res
			↑				↑	
			0900 X-days begin				0900 X-days end	

(See **Section 23 S. 1., 2., 5., and 6.** for a reserve pilot's acknowledgment obligations on last non-fly day prior to an on-call day.)

14. The X-day(s) of a reserve pilot who completes a rotation on an X-day due to late operations, will begin upon his release at the completion of his rotation and will continue until he has received a period of 24 hours free of duty for each interrupted and remaining X-day in his scheduled X-day block. If the remaining days in the bid period are insufficient to contain the X-day(s), the pilot will be granted an additional day(s) off under **Section 23 S. 16**.

Example:

Day	1	2	3	4	5	6	7	8
Scheduled X-days	Res	Res	X	X	X	X	Res	Res
Rotation		A	B					
		↑	↑					
		2345 sked release	0100 Actual Release					
Actual X-days	Res	Res	/	X	X	X	/	Res
			↑				↑	
			0100 X-days begin				0100 X-days end	

(See **Section 23 S. 1., 2., 5., and 6.** for a reserve pilot's acknowledgment obligations on last non-fly day prior to an on-call day)

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15. The X-day(s) of a reserve pilot, who flies a rotation as a regular pilot into his X-day(s) as a result of a month-to-month transition will, upon his advising Crew Scheduling, be moved so as to begin on the first uninterrupted day.
16. A reserve pilot who is eligible for an additional day(s)-off under *Section 23 S. 11. – 14.* will:
 - a. take such day(s)-off in the current or a future bid period, by mutual agreement with Crew Scheduling, or
 - b. have such day(s) added to a current year vacation period(s), by mutual agreement with Vacation Planning, or
 - c. have such day(s) added to his earned vacation for the next vacation year, if not used in the current vacation year.
17. Reserve Line Checks:
 - a. A reserve pilot's schedule, as shown in DBMS, will include the notation "LCS" in a bid period in which the Company intends to conduct a line check for such pilot.
 - b. An LCS notation will not affect a reserve pilot's:
 - 1) sequencing for assignment, or
 - 2) his ability to exercise other PWA rights (e.g., yellow slip, PD/APD/PDS, etc.).
 - c. A reserve pilot whose schedule bears an LCS notation may receive his line check on a rotation that is:
 - 1) specially constructed for the purpose of his line check, in which case the reserve pilot cannot be displaced under *Section 23 P. 12.*, or
 - 2) assigned/awarded to him under *Section 23 N.* or *O.*
 - d. A reserve pilot will not be displaced under *Section 23 P. 12.* from a rotation on which he is scheduled for a line check.
18. A reserve pilot may submit his request in the DBMS template "Select Preference Qualifiers If Needed to Fly". Such request may include a preference for a specific rotation(s) and/or a specific date(s) on which he desires to fly, in order of preference, and may also include any of the stipulations set forth in the request template. The preferences in such request will be considered by Crew Scheduling if the pilot is needed to fly. Such preferences will not affect the pilot's RAW value.

T. Yellow Slips

1. A reserve pilot may submit a yellow slip via DBMS. Yellow slips will be considered by Crew Scheduling when awarding open time under *Section 23 N.* and *O.*, **when converting reserve pilots to short call under Section 23 S. 2. c., and when determining the need for an additional on-call day(s).**
2. A pilot's yellow slip -may stipulate:
 - a. rotation(s) and/or date(s) on which he desires to fly, in order of preference,
 - b. date(s) and/or start time(s) on which he desires to be converted to short call, ~~and~~
 - c. **date(s) on which he desires to be awarded an additional on-call day(s), and**
 - d. any of the parameters set forth in the PCS yellow slip template.
3. A pilot will not be awarded a rotation via a yellow slip if:
 - a. the rotation to be added:
 - 1) is within 30 minutes of creating an FAR or PWA conflict.

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- 1 Exception one: This 30-minute limitation does not apply to the pilot's block hour
2 limit (see **Section 12 B.**).
- 3 Exception two: A pilot may be awarded a rotation via a yellow slip in the current
4 bid period that will create an FAR and/or PWA conflict with a rotation in the next
5 bid period. The conflicting rotation in the next bid period will be removed from
6 the pilot's line. The pilot's projection/line guarantee will be reduced by the credit
7 of the removed rotation.
- 8 2) is same-day/next-day open time that would create an FAR and/or PWA conflict
9 with a previously awarded/assigned rotation (i.e., no loop-back to undo a
10 previously awarded/assigned rotation).
- 11 b. the credit of the rotation would cause his projection to exceed the ALV plus 15 hours.
12 Exception: A pilot in an international category with a limited mix of rotations, in
13 which the lower limit of the LCW has been reduced (and noted in the bid package as
14 the reduced LCW lower limit), may be awarded a white slip that would cause his
15 projection to exceed the ALV by the number of hours (as published in the bid
16 package) mutually agreed to by the Director – Crew Resources and the MEC
17 Scheduling Committee Chairman.
- 18 c. the block time of the rotation would cause his total projected block time for the bid
19 period to exceed his block hour limit.
- 20 d. the award would cause the pairing of two low-time pilots on such rotation.
- 21 e. he has not completed his OE.
22 Exception: A pilot who is converting to a 7ER category and who has not completed
23 TOE may be awarded a yellow slip for a rotation that is not scheduled to conflict with
24 his OE shadow period or his scheduled TOE and that does not contain an ocean
25 crossing if he is converting from the same status in a 767 category or has completed
26 the domestic portion of his OE.
- 27 f. the rotation includes a day on which APD appears on his schedule or a reserve day on
28 which PD appears on his schedule.
- 29 g. the rotation does not conform with the stipulations entered by the pilot under
30 **Section 23 T. 2.**
- 31 h. the award would create an over-age-60 conflict.
- 32 4. **A pilot will not be converted to short call via a yellow slip if the short call period**
33 **does not conform with the stipulations entered by the pilot under Section 23 T. 2.**
- 34 5. ~~A pilot's yellow slip for conversion to short call will not be awarded if Crew Scheduling~~
35 ~~denies the requested conversion~~ **an additional on-call day(s) will be granted at the**
36 **Company's option.**
- 37 6. A pilot may be awarded open time as a result of a yellow slip for a specific rotation on or
38 into his X-day(s) (including golden X-days), under **Section 23 N. 6.** or **Section 23 O. 3.**,
39 subject to the following:
40 a. The days-of-availability grouping for a pilot will include the waived X-day(s).
41 b. An X-day(s) lost as a result of such yellow slip award will be forfeited.
- 42 7. A reserve pilot who is proffered/awarded a yellow slip for a rotation with a report that is:
43 a. 12 hours or less from first attempted contact may decline such award (this is a
44 proffer).
45 b. more than 12 hours from first attempted contact is obligated to fly the rotation (this is
46 not a proffer).

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8. If Crew Scheduling is unable to contact a pilot to inform him of a rotation awarded via a yellow slip, the rotation will be removed from his line and returned to open time.

U. Green Slip (GS), Green Slip with Conflict (GSWC), Inverse Assignment (IA) and Inverse Assignment With Conflict (IAWC)—Pay and Credit/Pay and No Credit

1. GS

a. A regular pilot who has flown a GS rotation:

- 1) will receive single pay and credit for the portion of his GS rotation that brings him to the lesser of:
 - a) the ALV, or
 - b) 75 hours, and
- 2) will receive double pay, no credit for the portion of his GS rotation that exceeds the lesser of:
 - a) the ALV, or
 - b) 75 hours.
- 3) may use up to five hours of his bank, prior to accounting for the GS rotation, to bring his projection to the lesser of:
 - a) the ALV, or
 - b) 75 hours.

Note: A pilot's vacation and CQ training in the bid period will be considered as pay and credit for purposes of determining if he has met the ALV or 75 hour threshold in such bid period (and not for any other purpose).

b. A reserve pilot who has flown a GS rotation(s) will receive:

- 1) single pay and credit for the portion of such rotation(s) flown on his reserve on-call days that occurred before the pilot's accumulated credit exceeded the ALV (applied against his reserve guarantee),
- and
- 2) single pay, no credit (in addition to any other form of pay and credit for the bid period) for the portion of such rotation(s) that:
 - a) interrupted his X-day(s), or
 - b) occurred after his accumulated credit equaled the ALV,

Note one: A reserve pilot who flies a GS rotation into an X-day(s) is entitled to additional time free of duty under **Section 23 S. 11**.

Note two: A reserve pilot awarded a GS rotation in which all duty periods of the rotation are scheduled to operate on on-call days may request that one X-day that coincides with a day on which the pilot does not have a duty period within the GS rotation be moved to the first day of the GS rotation.

c. A long call reserve pilot who is awarded a GS rotation with a report that is within 12 hours of the first attempted contact will receive single pay, no credit for the first duty period of the rotation (in addition to any other pay and credit for the bid period).

2. GSWC

A pilot will be removed from a rotation(s) on his regular line that conflicts with a GSWC rotation(s). Such pilot will receive:

- a. single pay and credit for the removed rotation(s), and
- b. single pay, no credit for the GSWC rotation(s) flown.

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3. IA

a. A regular pilot who has flown an inversely assigned rotation(s) or portion thereof will receive double pay, no credit for such flying.

b. A reserve pilot who has flown an inversely assigned rotation(s) will receive:

1) single pay and credit for the portion of such rotation(s) flown on his reserve on-call days (applied against his reserve guarantee), and

2) single pay, no credit for the portion of such rotation(s) that interrupted his X-day(s) (in addition to any other pay and credit for the bid period).

Note one: A reserve pilot who flies an inverse assignment rotation into an X-day(s) is entitled to additional time free of duty under **Section 23 S. 11**.

Note two: A reserve pilot inversely assigned to a rotation in which all duty periods of the rotation are scheduled to operate on on-call days may request that one X-day that coincides with a day on which the pilot does not have a duty period within the IA rotation be moved to the first day of the IA rotation.

c. A long call reserve pilot who is inversely assigned a rotation with a report that is within 12 hours of the first attempted contact will receive single pay, no credit for the first duty period of the rotation (in addition to any other pay and credit for the bid period).

Note: Inverse assignment of a long call reserve pilot within 12 hours of report will be by proffer.

d. A pilot will not be eligible for sick leave pay and credit for an IA if he is unable to fly the rotation due to sickness at the time of the notification of the assignment.

4. IAWC

a. A pilot will be removed from a rotation(s) on his regular line that conflicts with an IAWC rotation(s). Such pilot will receive:

1) single pay and credit for the removed rotation(s), and

2) single pay, no credit for the IAWC rotation(s) flown.

b. A pilot will not be eligible for sick leave pay and credit for an IAWC if he is unable to fly the rotation due to sickness at the time of the notification of the assignment.

5. A GS, GSWC, IA or IAWC will be accounted for at the end of the bid period and will have no impact on a pilot's projection.

6. GS and IA pay and/or credit examples:

The GS or IA rotation is referred to as rotation #1; any other rotation that is subsequently awarded/assigned is referred to as rotation #2.

a. Example 1.

Rotation #1 cancels; pilot does not report.

Results:

1) Regular pilot – single pay and credit for rotation #1.

2) Reserve pilot – no pay or credit

b. Example 2.

Rotation #1 cancels; pilot reports but does not fly.

Results:

1) Regular pilot – single pay and credit for rotation #1.

2) Reserve pilot - suit up pay and credit, and additional time free of duty under **Section 23 S. 11**.

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1 c. Example 3.

2 Rotation #1 cancels; pilot reports or does not report; flies rotation #2.

3 Results:

4 1) Regular pilot—

5 a) If rotation #2 is recovery flying under **Section 23 K. 2.** ---single pay and credit
6 for greater of rotation #1 or #2, plus single pay, no credit for rotation #2.

7 b) If rotation #2 is an IA under **Section 23 N. or O.**---single pay and credit for
8 rotation #1 and double pay, no credit for rotation #2.

9 2) Reserve pilot – single pay (above guarantee), no credit for each interrupted X-
10 day(s), and additional time free of duty under **Section 23 S. 11.**

11 d. Example 4.

12 Prior to or after his report for rotation #1, pilot is inversely assigned to rotation #2;
13 both rotations operate.

14 Results:

15 1) Regular pilot – single pay and credit for rotation #1 and double pay, no credit for
16 rotation #2.

17 2) Reserve pilot – single pay (above guarantee), no credit for each interrupted X-
18 day(s), and additional time free of duty under **Section 23 S. 11.**

19 e. Example 5.

20 Rotation #1 operates; pilot removed for Company convenience (see **Section 4 E.**).

21 Results:

22 1) Regular pilot – single pay and credit for rotation #1.

23 2) Reserve pilot – no pay or credit other than suit-up pay, if applicable (see
24 **Section 4 H.**).

25 f. Example 6.

26 Rotation #1 operates; pilot removed due to white/yellow slip by another pilot.

27 Results:

28 1) Regular pilot removed (only with his consent) -- no pay or credit.

29 2) Reserve pilot removed (only with his consent if removal is within 12 hours of
30 report) – no pay or credit.

31 g. Example 7.

32 Rotation #1 operates or cancels; pilot sick.

33 Result: Pilot eligible for sick leave (see **Section 14**).

34 7. GSWC and IAWC pay and/or credit examples

35 The rotation on a pilot's line that is removed due to conflict is referred to as rotation #1;
36 the GSWC or IAWC rotation is referred to as rotation #2; any other rotation that is
37 subsequently awarded/assigned is referred to as rotation #3.

38 a. Example 1.

39 Rotation #2 cancels; pilot reports or does not report.

40 Results: single pay and credit for the greater of rotation #1 or #2. If rotation #1 has
41 not been awarded to another regular pilot, it will be reinstated on his line, in which
42 case the pilot will receive single pay and credit for rotation #1 as flown.
43

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b. Example 2.

Rotation #2 cancels; pilot reports or does not report; flies rotation #3.

Results:

- 1) Rotation #1 – single pay and credit, and
- 2) If rotation #3 is recovery flying under **Section 23 K. 2.** – single pay and credit for the greater of rotation #2 or #3, plus single pay, no credit for rotation #3 as flown.
- 3) If rotation #3 falls outside the constraints of **Section 23 K. 2.** recovery provisions – single pay and credit for rotation #2, plus double pay, no credit for rotation #3.

c. Example 3.

Prior to or after his report for rotation #2, pilot is inversely assigned with conflict to rotation #3; both rotations operate.

Results:

- 1) Rotation #1 – single pay and credit, and
- 2) Rotation #2 – single pay and credit, and plus
- 3) Rotation #3 – double pay, no credit.

d. Example 4.

Rotation #2 operates; pilot removed for Company convenience (see **Section 4 E.**).

Results:

- 1) Single pay and credit for rotation #1, and
- 2) Single pay, no credit for rotation #2. The pilot will not be reinstated on rotation #1.

e. Example 5.

Rotation #2 operates; pilot removed due to white/yellow slip by another pilot (only with the pilot's consent).

Results:

- 1) Rotation #1 – single pay and credit as flown if reinstated to his line.
- 2) Rotation #2 – no pay or credit.

f. Example 6.

Rotation #2 operates or cancels; pilot sick.

Result: Eligibility for sick leave (see **Section 14**) at single pay and credit for the greater of rotation #1 or rotation #2.

V. Shuttle Operations

1. Only a NYC Shuttle aircraft type category pilot may be awarded/assigned or rerouted to airport standby duty.
2. An airport standby duty period:
 - a. will not include a Shuttle flight segment when published in the bid package.
Exception: An airport standby duty period in BOS or DCA may include a deadhead to or from LGA.
 - b. known at the time of line construction, will be
 - 1) published in the bid package, and
 - 2) considered as credit for purposes of PBS staffing calculations.
 - c. will have a report and release.
 - d. will not be scheduled to exceed 12 hours, including deadhead.
 - e. will not be extended for any reason.

Section 23 - Scheduling

- 1 f. will be considered a rotation if it reports and releases at LGA.
- 2 g. may be included as part of a rotation that includes non-standby duty period(s) if it
- 3 does not report and release at LGA.
- 4 h. may be canceled if it becomes open time.
- 5 3. While on airport standby duty, a pilot:
- 6 a. will not be provided lodging.
- 7 b. will be provided with a quiet, clean area furnished with reclining chairs, away from
- 8 the operations area, at or near the airport.
- 9 c. is eligible to receive DPA, reserve duty period average, duty period credit, and
- 10 rotation credit under **Section 12 H., J., K., and L.**
- 11 d. who is assigned a Shuttle flight segment(s) which concludes within his airport
- 12 standby period will return to standby status until the conclusion of his standby period,
- 13 unless he is released from duty by the Company.
- 14 e. will not be utilized to fly a non-Shuttle flight segment(s) unless:
- 15 1) the need for a pilot becomes known less than three hours before departure of the
- 16 flight segment to be protected, and
- 17 2) no other pilot is available to fly such flight segment(s).
- 18 f. will not be required to operate a flight from his base that is scheduled to depart after
- 19 the conclusion of his airport standby duty period.
- 20 4. A pilot who deadheads on or operates a Shuttle flight segment(s) that is scheduled to
- 21 block out before the end of an airport standby duty period and extends beyond such
- 22 period will not be scheduled to exceed the maximum duty time in **Section 12 D.**
- 23 5. The Company will attempt to return a pilot on airport standby duty, who has been
- 24 assigned or rerouted to non-Shuttle flight segments, to his airport standby duty period.
- 25 6. When a pilot on airport standby duty is assigned non-Shuttle flight segment(s), the
- 26 maximum scheduled duty time contained in **Section 12 D.** will apply starting with the
- 27 report for his airport standby duty period.
- 28 7. A pilot with scheduled back-to-back airport standby duty periods, who cannot report at
- 29 the start of his second airport standby duty period because of a reroute, FAR/PWA
- 30 conflict, late operation or assignment to non-Shuttle flying will be pay protected under
- 31 **Section 4 F.** The Company may assign recovery flying to such pilot under **Section 23 K.,**
- 32 or return him to his original airport standby duty period.
- 33 8. An out-of-base pilot who is rerouted to fly a Shuttle flight segment(s) will be scheduled
- 34 for an intervening layover immediately prior to the first Shuttle segment.
- 35 Exception: A pilot who is physically in NYC/BOS/DCA at the time of the reroute may
- 36 not be scheduled for an intervening layover.
- 37 9. An out-of-base pilot may be awarded/assigned a rotation that includes a Shuttle flight
- 38 segment(s) under the coverage process in **Section 23 N. or O.** Such pilot may be
- 39 deadheaded from his base to begin flying such flight segment(s) in the same duty period
- 40 (without an intervening layover), if there is insufficient time to pre-position the pilot.
- 41 Such deadhead will not be considered a non-Shuttle flight segment.
- 42 10. A pilot who is not on airport standby duty cannot operate a Shuttle flight segment(s) and
- 43 then perform airport standby duty within the same duty period.
- 44 11. A NYC Shuttle aircraft type category pilot on a Shuttle rotation may be rerouted through
- 45 or out of his base to other Shuttle flight segments, in which case:
- 46 a. the least number of pilots possible will be rerouted,

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- b. the Company will attempt to return the rerouted pilot to his original rotation, and
 - c. the reroute will not extend beyond the last day of the pilot's original rotation.
12. A NYC Shuttle aircraft type category pilot on a Shuttle rotation will be provided free parking at LGA in the vicinity of the Marine Air Terminal.

W. Reserves Required

1. Formulae values and definitions:

- a. A = number of reserve pilots scheduled to be on call in category for the entire day on D.
- b. B = variable buffer applied to LMD based upon the number of days between the application of the formula and D:
 - 1) 0-2 days = 5%.
 - 2) 3-10 days = 7.5%.
 - 3) 11 or more days = 10%.
- c. D = date for which the formula is applied.
- d. O = number of open rotations on D that last appeared in open time three or more days prior to report.
- e. R = number of reserves required in category on D, as determined by **Section 23 W. 2.**
- f. "Day to be dropped" means:
 - 1) a day on which a regular pilot is scheduled to be on a rotation and on which, if his requested swap is granted, he will not be scheduled to be on a rotation.
 - 2) a day to which a reserve pilot is requesting to move an X-day.
- g. "Day to be added" means:
 - 1) a day on which a regular pilot is not scheduled to be on a rotation and on which, if his requested swap is granted, he will be scheduled to be on a rotation.
 - 2) a day from which a reserve pilot is requesting to move an X-day.
- h. "Last minute demand" (LMD) means the number of rotations operating on D that last appeared in open time less than three days prior to report and that are expected to be awarded/assigned as reserve or premium pay flying, calculated by multiplying the number of published rotations scheduled to operate on D by a coefficient which is determined by historic demand over the least recent 36 of the last 37 months:
 - 1) in the type of category (status and classification as domestic or international),
 - 2) on the type of day (weekend day or not weekend day), and
 - 3) in the type of bid period (summer bid period or not summer bid period).
- i. "Summer bid period" means June, July, or August.
- j. "Weekend day" means Saturday or Sunday.

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2. Reserves Required Formula

For each category, the number of reserves required (R) on a given day (D) will be determined as follows:

a. LMD on D

increased by

b. B, the result of which will be rounded to the next higher integer and
added to

c. O.

d. Example one.

1) Assumptions:

a) International Captain category.

b) D is a weekend day.

c) D falls within a summer bid period.

d) 215 published rotations scheduled to operate on D.

e) Formula is being applied 8 days prior to D.

f) The coefficient for an international Captain category on a weekend day in a summer bid period is 12.36%.

2) Result:

R on D will be determined as follows:

a) LMD on D $215 \times 12.36\% = 26.57$

increased by

b) B $[26.57 + (26.57 \times 7.5\%) = 28.56]$, the result of which will be rounded to the next higher integer (29) and
added to

c) O.

e. Example two.

1) Assumptions:

a) Domestic First Officer category.

b) D is a weekday.

c) D does not fall within a summer bid period.

d) 35 published rotations scheduled to operate on D.

e) Formula is being applied 3 days prior to D.

f) The category coefficient for a domestic First Officer category is 9.82%.

2) Result:

R on D will be determined as follows:

a) LMD on D $(35 \times 9.82\% = 3.44)$

increased by

b) B $[3.44 + (3.44 \times 5\%) = 3.61]$, the result of which will be rounded to the next higher integer (4) and
added to

c) O.

3. A request to swap with the pot under **Section 23 H.** that meets the conditions set forth in **Section 23 H. 5.** will be granted if:

a. the number of reserves available in the category (A) on the day(s) to be dropped is greater than the number of reserves required (R) on such days, or

Section 23 - Scheduling

- 1 b. application of the formula described in **Section 23 W. 5.** allows the swap request to be
- 2 granted.
- 3 4. A request to move an X-day(s) that otherwise meets the eligibility requirements of
- 4 **Section 12 N. 9.** will be granted if:
- 5 a. the number or reserves available in the category (A) on the day(s) to be dropped is
- 6 greater than the number of reserves required (R) on such days, or
- 7 b. application of the formula described in **Section 23 W. 5.** allows the X-day(s) move
- 8 request to be granted.
- 9 5. Swap with the Pot and X-day Move Formula:
- 10 a. Non-holiday application: A swap or X-day move request in which no day to be
- 11 dropped falls within an APD holiday period as described in **Section 23 I. 8. a.**
- 12 **Exception** will be granted if the sum of the negative differences of A-R on the days to
- 13 be dropped > the sum of the negative differences of A-R on the days to be added.

14 Example: Assume a pilot is scheduled to fly rotation 4027 and wishes to swap it for

15 rotation 4029. Assume further that the days to be dropped (13-15) do not lie within

16 an APD holiday period. The swap would be granted because the sum of the negative

17 differences A-R (-4) for the days to be dropped (13-15) is > the sum of the negative

18 differences A-R (-5) for the days to be added (17-19). (The differences A-R on the

19 13th and 18th are not used in the calculation because they are positive, not negative,

20 differences.)

Day	13	14	15	16	17	18	19
Rotation	4027	4027	4027		4029	4029	4029
Reserves Available	8	6	3		3	9	5
Reserves Required	7	7	6		6	7	7
Difference	1	-1	-3		-3	2	-2
			Total = -4				Total = -5

- 23 b. Holiday application: A swap or X-day move request in which a day to be dropped
- 24 falls within an APD holiday period as described in **Section 23 I. 8. a. Exception** will
- 25 be granted if, for each day to be dropped on which A is less than R, there is a day to
- 26 be added on which the negative difference of A-R < the negative difference of A-R
- 27 on the day to be dropped.
- 28 Exception: A swap or X-day move request will not be granted if, on a day to be
- 29 dropped that falls within the Christmas Day or Thanksgiving Day holiday period as
- 30 described in **Section 23 I. 8. a. Exception**, A is less than or equal to R.

31 Example: Assume a pilot is scheduled to fly rotation 4027 and wishes to swap it for

32 rotation 4029. Assume further that one or more of the days to be dropped (13-15)

33 falls within an APD holiday period other than the Christmas Day holiday period. The

34 swap would be denied because on the 15th, A is less than R and there is no day to be

35

36

Section 23 - Scheduling

added (17 – 19) on which the negative difference A-R < the negative difference A-R (-3).

Day	13	14	15	16	17	18	19
Rotation	4027	4027	4027		4029	4029	4029
Reserves Available	8	6	3		3	9	5
Reserves Required	7	6	6		6	7	7
Difference	1	-1	-3		-3	2	-2

6. A request for a personal drop under **Section 23 I. 7.** will be granted if at the time of processing, the application of the reserves required formula yields a result wherein the number of reserves available in the category (A) on the dates of the rotation(s) or reserve on-call day(s) to be dropped is greater than the number of reserves required (R) on such days.
7. The Company and the Association will henceforth meet and confer upon the request of either party to mutually review the application of **Section 23 W.** to ensure that it continues to provide realistic operational reserve coverage.

X. Scheduling Committee

1. The MEC Scheduling Committee will:
 - a. have the right to meet with the Company prior to posting of bids to advise and consult on:
 - 1) proposed schedule changes,
 - 2) the allocation and reallocation of flying time among bases,
 - 3) other scheduling problems as they arise from time to time, and
 - 4) other matters as otherwise provided in the PWA.
 - b. be notified of proposed schedule changes as far in advance as practicable.
 - c. be provided access to OSS data necessary to administer and enforce the PWA, (i.e., specific rotation and FAM histories). Such data will be provided to the Scheduling Committee in an electronic format (if practicable) within two business days of an Association request. Alternately, and at Company option, the Scheduling Committee may be provided access to a computer terminal at the Company headquarters.
Exception: OSS data from a bid period that is prior to the previous bid period will be provided to the Scheduling Committee as soon as practicable.
2. Access to Planning Data
The Company will provide the MEC Chairman or his designee with regular and timely access to information that is required to monitor the administration of staffing and planning provisions of the PWA and the daily assignment of rotations, including:
 - a. copy of rotations - monthly
 - b. TP base statistical printout (pilots/credit hours) - monthly
 - c. GS/GSWC/IA/IAWC assignments (duty periods)
 - d. Pilots purged from seniority list
 - e. Seniority list

Section 23 - Scheduling

- 1 f. Category list
- 2 g. Position cancellations and results
- 3 h. Conversion list
- 4 i. Monthly staffing spread sheet
- 5 j. XCM list - monthly
- 6 k. Pilot schedules
- 7 l. Alphabetical list of pilots
- 8 m. White slip, GS, yellow slip, pilot request history and award information
- 9 n. Instructor line rotation schedule
- 10 o. MAC operation information to include flight numbers, pilot rotations, scheduled and
- 11 actual block hours for each flight segment
- 12 3. The Company will provide either batch-print capability or print to file capability, at its
- 13 option, for the DBMS information required under **Section 23 X. 2.**
- 14 4. PBS Audit Data
- 15 The Company will provide the MEC Chairman or his designee with regular and timely
- 16 access to information that is required to monitor the PBS line award process, including
- 17 for each category the following reports generated by PBS:
- 18 a. the Stats Report.
- 19 b. the Roster Report.
- 20 c. the Unstacking Report.
- 21 d. the Wide Report.

Y. Commuting Policy

- 25 1. A commuting pilot is expected to arrive at his base with sufficient time and with adequate
- 26 rest prior to beginning scheduled duty.
- 27 2. A commuting pilot who is unable to report to his base as scheduled, due to an
- 28 interruption to his travel plans, will notify Crew Scheduling of his inability to report as
- 29 soon as possible. Crew Scheduling may, at its discretion:
- 30 a. deadhead the pilot (without pay or credit) to join his rotation,
- 31 b. place the pilot on his rotation when it transits his base (without a rotation guarantee),
- 32 c. remove the pilot from the rotation without pay, or
- 33 d. remove the reserve pilot from his on-call day without pay.
- 34 Note: Such day will be considered a non-fly day for purposes of **Section 23 S. 5. e.**
- 35 and **6. b.**
- 36 3. A commuting pilot who travels to his base by air will not be eligible for treatment under
- 37 **Section 23 Y. 2.** unless he has attempted to travel on at least two flights (on and/or off
- 38 line) that:
- 39 a. show adequate actual seat availability within 24 hours of the departure, considering
- 40 the pilot's seniority and the normal load factor of the flight; or, on which the pilot has
- 41 a jumpseat reservation,
- 42 b. are scheduled to arrive at his base at a reasonable time before his scheduled report,
- 43 and
- 44 c. are separated by at least two hours.
- 45 4. It is expected that a pilot will avail himself of **Section 23 Y. 2.** on a rare basis.

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5. A pilot who has demonstrated a pattern of inability to report as scheduled will be subject to progressive disciplinary action.
6. If the FAA amends its policies to treat commuting time as a break in a pilot's rest period:
 - a. this commuting policy will be canceled, and
 - b. the Company and Association will seek agreement on a suitable replacement for this commuting policy.

Z. Miscellaneous, PBS Pay and Scheduling Examples

1. Daily rates for absences used in the examples below:
 - a. Vacation: 3:00 pay, no credit (see **Section 7 G. 1.**)
 - b. CQ Training: 3:15 pay, no credit (see **Section 11 B. 2. a. 1).**)
 - c. Qualification training: pro rata portion of the ALV, pay and credit (see **Section 11 B. 1. a. and b.**)
 - ~~d. Known sick leave: pro rata portion of the ALV for regular pilots and pro rata portion of the reserve guarantee for reserve pilots, pay and credit (see **Section 14 E. 1. a. and b.**)~~
 - d. Unpaid leave of absence: pro rata portion of the ALV (for line construction purposes only) (see **Section 13 J. 3.**)
2. When a regular pilot is scheduled for a known period of absence in the upcoming bid period, his line is built within his LCW, including the value of the absence. Assume a 30-day bid period, with ALV = 75:00 and LCW = 67:30 to 82:30 in the following examples.
 - a. Example 1 – Pilot is scheduled for seven days of vacation.

Result:

 - 1) The value of the pilot's vacation is $7 \times 3:00 = 21:00$
 - 2) Pilot is awarded a line with a value between 67:30 and 82:30 (including the value of his vacation).
 - 3) Pilot receives pay and credit for rotations flown and pay, no credit for the value of his vacation.
 - b. Example 2 – Pilot is scheduled for four days of CQ training.

Results:

 - 1) The value of the CQ training is $4 \times 3:15 = 13:00$.
 - 2) Pilot is awarded a line with a value between 67:30 and 82:30 (including the value of the CQ).
 - 3) Pilot receives pay and credit for rotations flown and pay, no credit for the value of his CQ training.
 - c. Example 3 – Pilot is scheduled for 16 days of qualification training.

Results:

 - 1) The value of the qualification training is $16 \times 2:30 (75:00 / 30) = 40:00$.
 - 2) Pilot is awarded a line with a value between 67:30 and 82:30 (including the value of the qualification training).
 - 3) Pilot receives pay and credit for rotations flown prior to his training, his qualification training and the greater of the value of rotations awarded subsequent to his scheduled training or OE trips flown.
 - ~~d. Example 4 – Pilot has 15 days of scheduled sick leave.~~

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Results:

- ~~1) The value of the pilot's scheduled sick leave is $15 \times 2:30$ ($75:00 / 30$) = 37:30.~~
- ~~2) Pilot is awarded a line with a value between 67:30 and 82:30 (including the value of his scheduled sick leave).~~
- ~~3) Pilot receives pay and credit for rotations flown and the value of his scheduled sick leave.~~

d. Example 4 – Pilot is scheduled for ten days of military leave.

Results:

- 1) The value (for line construction purposes only) of the unpaid leave is $10 \times 2:30$ ($75:00 / 30$) = 25:00.
 - 2) Pilot is awarded a line with a value between 67:30 and 82:30 (including credit for the value of his unpaid leave of absence).
 - 3) Pilot receives pay and credit for rotations flown.
3. When a reserve pilot is scheduled for a known period of absence in the upcoming bid period, his X-days will be pro-rated for the absence under ~~the chart in Section 12 N. 72.~~ His reserve guarantee will be reduced by $1/30^{\text{th}}$ ~~or $1/31^{\text{th}}$~~ **a pro rata portion of the reserve guarantee** for each day of the absence, and he will be paid the value of the absence in addition to any other pay for the bid period.
- Exception: X-days will not be prorated for a period of absence due to CQ training. Assume a 30-day bid period, with ALV = 75:00, **a projected number of reserve lines less than 20% of the number of pilots in the category**, and a reserve guarantee of ~~70~~**73**:00 hours in the examples below.

a. Example 1 – Pilot has seven days of vacation in the bid period.

Results:

- 1) Pilot receives ~~nineteen~~**ten** X-days.
- 2) Pilot's reserve guarantee is reduced by $1/30^{\text{th}}$ for each day of his vacation (~~$7073:00 - [7 \times 2:20] = 53:40$~~ **$26$**) = **55:58** adjusted reserve guarantee for the bid period.
- 3) Pilot is paid $7 \times$ **$3:00 = 21:00$** for the vacation in addition to any other pay for the bid period.

b. Example 2 – Pilot is scheduled for four days of CQ training.

Results:

- 1) Pilot receives ~~12~~**13** X-days.
- 2) Pilot's reserve guarantee is reduced by $1/30^{\text{th}}$ for each day of his CQ training (~~$7073:00 - [4 \times 2:20] = 60:40$~~ **$26$**) = **63:16** adjusted reserve guarantee for the bid period.
- 3) Pilot is paid $4 \times$ **$3:15 = 13:00$** for the CQ training in addition to any other pay for the bid period.

c. Example 3 – Pilot is scheduled for 16 days of qualification training.

Results:

- 1) Pilot receives six X-days.
- 2) Pilot's reserve guarantee is reduced by $1/30^{\text{th}}$ for each day of his qualification training (~~$7073:00 - [16 \times 2:20] = 32:40$~~ **$26$**) = **34:04** adjusted reserve guarantee for the bid period.
- 3) Pilot is paid **$16 \times 2:30$ ($75:00 / 30$) = 40:00** for the qualification training in addition to any other pay for the bid period.

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d. ~~Example 4 – Pilot has 15 days of scheduled sick leave.~~

~~Results:~~

~~1) Pilot receives six X days.~~

~~2) Pilot's reserve guarantee is reduced by $1/30^{\text{th}}$ for each day of his scheduled sick leave $(70:00 - [15 \times 2:20]) = 35:00$ adjusted reserve guarantee for the bid period.~~

~~3) Pilot is paid $15 \times 2:20 = 35:00$ for the scheduled sick leave in addition to any other pay for the bid period.~~

d. Example 4 – Pilot is scheduled for ten days of military leave.

Results:

1) Pilot receives ~~eight~~**nine** X-days.

2) Pilot's reserve guarantee is reduced by $1/30^{\text{th}}$ for each day of his military leave $(70:00 - [10 \times 2:20]) = 46:26$ **= 48:40** adjusted reserve guarantee for the bid period.

3) Pilot receives no pay for the period of military leave.

1 SECTION 24

2
3 GENERAL

4
5 A. Non-Discrimination

6
7 The provisions of the PWA will apply equally to all pilots regardless of race, creed, color,
8 national origin or sex.
9

10 B. Insurance Against Suits

11
12 The Company will provide liability insurance coverage protecting a pilot and his estate, to
13 the extent permitted by law, against suits by fellow employees and third parties arising out of
14 any alleged acts or omissions occurring within the course and scope of the pilot's
15 employment with the Company. Such insurance will be in an amount not less than one
16 billion dollars.
17

18 C. Notification of Changes

19
20 An order to a pilot involving a change in pilot base, promotion, demotion, furlough, or leave
21 of absence will be confirmed in writing and mailed to him.
22

23 D. Jumpseat

- 24
25 1. A pilot on active payroll status, a furloughed pilot (other than a pilot who has bypassed
26 recall), and an airman employed by an airline with whom the Company maintains a
27 reciprocal jumpseat usage arrangement will be afforded use of the cockpit jumpseat for
28 personal travel in accordance with rules and procedures established by the Company,
29 unless superseded by law or regulation.
30 2. The jumpseat booking window will be the same for all pilots for personal travel. An
31 expanded booking window will be available for SLIs and LCPs when traveling to
32 perform their SLI and LCP duties.
33 3. The recommendations of the MEC Jumpseat Committee will be considered in the
34 Company's establishment of jumpseat rules and procedures.
35 4. All "Jumpseat Flow Back" programs in place on October 30, 2008 will be maintained by
36 the Company as long as they continue to be reciprocal.
37 5. The Company will implement and maintain a Cockpit Access Security System (CASS).
38 6. On a flight on which a flight attendant jumpseat will not be occupied by a Delta flight
39 attendant (working or not), a pilot may occupy that jumpseat if no other seats are
40 available onboard the aircraft.
41

42 E. Changes in Uniforms

43
44 The Company will consider the recommendations of the MEC Chairman or his designee
45 before making any change in the style, color, or material of uniforms. Any such change will
46 not become effective until six months after notification to the pilots.

F. Copies of Agreement

The Company will make a **printed** copy of this PWA available to each pilot within 90 days after its date of signing and to each entry level pilot at the time he is employed. **An electronic copy, in lieu of a printed copy, may be provided at pilot request.** The Company will publish and maintain the PWA on the Flight Operations website within 90 days after its date of signing.

G. Company Identification Card

The Company will issue a pilot a Company identification card.

H. Insurance for Training, Check, and Test Flights

The Company will provide a pilot \$1,000,000 accidental death and dismemberment insurance coverage while he is on board Company training flights, check flights, or test flights. The pilot's beneficiary for such coverage will be the same as the beneficiary he designated for his Company provided life insurance coverage.

I. Denial of Pay or Expenses

A pilot will be notified of the reason whenever the Company denies any item of pay or expenses.

J. Association Business

1. A pilot may request to drop a rotation, a reserve on-call day or an SLI duty period to conduct Association business when authorized by the MEC Chairman or his designee. The Association will notify Crew Scheduling at the earliest opportunity of the pilot's request. Such request will be granted unless doing so would cause a flight not to operate or a training event not to be accomplished.
2. The Company will pay a pilot for financial loss incurred while on authorized Association business as if such pilot had remained on regular duty with the Company.
3. Payments made under **Section 24 J. 2.** plus a 35.75% benefit/salary related expense override will be reimbursed to the Company by the Association.
Exception: The Association will not be liable for flight pay and benefit override reimbursement to the Company for payments made to the following elected and appointed officials of the Delta Master Executive Council when conducting Association business related to the Company:
 - a. Chairman
 - b. Vice Chairman
 - c. Executive Administrator
 - d. Secretary
 - e. Treasurer
 - f. Association-appointed member of the Company's Board of Directors

Section 24 - General

- g. MEC members excluding LEC non-voting Secretary/Treasurers
 - h. Central Air Safety Chairman
 - i. Scheduling Committee Chairman
 - j. Retirement & Insurance Committee Chairman
 - k. Hotel Committee Chairman
 - l. DPAC Committee Chairman
 - m. Negotiating Committee (up to three members)
 - n. Crew Rest Optimization Team members (as provided in **Section 16 C. 3. a.**)
 - o. Pilot members of the Flight Operations Quality Assurance (FOQA) monitoring team while participating on the FOQA monitoring team
 - p. Pilot members of the IFOT while participating in IFOT duties
 - q. Pilot members of the ERC while performing ASAP duties
 - r. **Pilot members of the FRMT while performing FMRT duties**
4. The Company and Association will agree upon a method and procedure for compliance with **Section 24 J. 2.** and **3.**
 5. The Association will reimburse the Company for the amount of premium pay that results from an open time assignment (i.e., green slip, green slip with conflict, inverse assignment, inverse assignment with conflict) that covered:
 - a. a rotation that a pilot dropped under **Section 24 J. 1.**,
 - b. one other rotation that originated on the same day as a rotation that a pilot dropped under **Section 24 J. 1.**, or
 - c. one rotation that originated and released during each period of consecutive reserve on-call days that a pilot dropped under **Section 24 J. 1.**Note: **Section 24 J. 5.** will not apply to ALPA FOQA monitoring team members, ALPA ERC members or ALPA IFOT members.
 6. A rotation that a pilot dropped under **Section 24 J. 1.** that is awarded to another pilot via a white slip or swap, and subsequently returned to open time for a reason other than an ALPA drop, will not be subject to reimbursement to the Company under **Section 24 J. 3.**
 7. Positive space coach on-line transportation (including DCI) will be provided to a pilot engaged in approved Association business that is certified by the MEC Chairman.
 - a. The following pilots are eligible for such positive space coach on-line transportation:
 - 1) a pilot serving ALPA in a national capacity as:
 - a) President, First Vice President, Vice President – Administration/Secretary, Vice President – Finance/Treasurer or Executive Administrator, or
 - b) Executive Vice President.
 - 2) an LEC:
 - a) Chairman
 - b) Vice Chairman
 - c) Secretary/Treasurer
 - 3) the MEC:
 - a) Chairman
 - b) Vice Chairman
 - c) Executive Administrator
 - d) Secretary
 - e) Treasurer
 - f) Association-appointed member of the Company's Board of Directors

- g) Negotiating Committee Members
- h) System Board Members
- i) Air Safety Representatives
- j) Merger Representatives
- k) Scheduling Committee Members
- l) Hotel Committee Members
- m) Jumpseat Committee Chairman
- n) Code Share Committee Chairman
- o) Professional Standards Committee Chairman
- p) Aeromedical Committee Chairman
- q) Communications Committee Chairman
- r) Membership Committee Chairman
- s) Aviation Security Committee Chairman
- t) SPC Chairman
- u) DPAC Chairman
- v) International Flying Committee Chairman
- w) Communications Technology Committee Chairman
- x) Stock Advisory Committee Chairman
- y) Retirement and Insurance Committee Chairman
- z) Training Committee Chairman
- aa) Strategic Planning Committee Chairman
- bb) Legislative Affairs Committee Chairman
- cc) PAN Chairman
- dd) Contract Administration Committee Members**
- ee) FRMT Members**
- b. The Senior Vice President – Flight Operations or his designee may authorize first or business class transportation for approved Association business.**
- c. The MEC Chairman will provide a standing positive space authorization list to ~~the XCM desk~~ **Crew Scheduling**. This list will be updated monthly and:
 - 1) contain the names of all pilots specified in *Section 24 J. 7. a.*, and
 - 2) be kept on file ~~at the XCM desk~~ **with Crew Scheduling**.
- d. A pilot who is not on the standing positive space authorization list, but is required to travel occasionally on ALPA business, may be placed on a temporary positive space authorization list by the MEC Chairman. This list will be provided to ~~the XCM desk~~ **Crew Scheduling** and updated monthly.
- e. A pilot on the standing or temporary positive space authorization list may reserve an available seat by listing for Company Business travel thru TravelNet no earlier than seven days prior to the date of travel.
- f. In the event of an overbooked situation at departure time, unless the ALPA business is critical, the member should release his seat and rebook on an alternative flight.
- 8. An LEC Chairman, Vice Chairman, and Secretary/Treasurer may drop a rotation or reschedule reserve X-day(s) in order to conduct a monthly council meeting. If such LEC Officers are regular pilots, they will be given first priority to white slip open time (by telephoning Crew Scheduling) during that bid period to recover such dropped rotations.

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9. The Association Board of Directors Member, MEC Chairman, Vice Chairman, Secretary, Treasurer, Executive Administrator, and three MEC Negotiating Committee members ("designated pilots") will be paid as follows:

- a. a designated pilot who chooses to be removed from his category (under LOA # 1 (Release from Duty for Association Business), paragraph 2. a. 1) or 2. b.) will be paid to the ALV plus 5 hours, not to exceed 82 hours, at the rate of pay for the highest position his seniority permits him to hold.
- b. a designated pilot who chooses to remain in his category (under LOA # 1 (Release from Duty for Association Business), paragraph 2. a. 2)) will be paid at the rate of pay of the highest position his seniority permits him to hold. This rate will be applied to the hours shown on his line at the completion of the bid period.

K. Roster of Pilots' Earnings

Prior to March 1st each year, the Company will furnish the Association a roster of pilots' earnings for the previous calendar year, for the purpose of aiding the Association in determining members' annual dues. The names listed on the roster shall be limited to pilots who received earnings under the provisions of the PWA during the previous calendar year. A pilot's earnings, as listed on the roster, will be the earnings reported on his W-2 form for Federal income tax purposes.

L. Free and Reduced Rate Transportation

1. Free and reduced rate transportation privileges granted by Company policy to non-contract personnel now or in the future, will be extended to pilots.
2. There will be no substantial reduction in on-line transportation privileges as a whole, for pilots during the term of this PWA.

Note: The Company may charge a yearly pass usage fee that will be the same charge as for other employees, but will not exceed \$50 per year per primary pass rider.

M. Central Air Safety Committee

The MEC Central Air Safety Committee will have the right to meet with the Company concerning safety and operational matters.

N. Direct Paycheck Deposit

A pilot may direct the Company to electronically deposit his paychecks directly in the domestic ~~bank~~ **financial institution** of his choice capable of processing such a deposit.

O. Recording Devices

1. The Company has no plans to utilize any recording system or device currently aboard the aircraft or to be added to its aircraft for any purpose other than the maintenance and accident investigation purposes for which such equipment is intended.

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2. If installation of any recording system or device is required which might be used for a purpose other than that stated herein, the Delta MEC Chairman will be advised and conferences will be scheduled within 90 days.
3. Information from FOQA devices, cockpit voice recorder (CVR) devices, or cockpit video recordings will not be used against a pilot in any manner in a disciplinary case.
4. The Company will give notice to the MEC Chairman prior to responding to litigation discovery seeking recording device information.
5. Unless mandated by law:
 - a. there will be no video recordings in the cockpit.
 - b. the Company will not install recording devices not currently on the aircraft for the sole purpose of monitoring pilot performance.
 - c. new aircraft will not be equipped with recording devices, not currently in the fleet, for the sole purpose of monitoring pilot performance.

P. ALPA Access to Pilot Mailboxes

The Association retains the right to use the pilot mailboxes for ALPA communications consistent with established past practice.

Q. Drug and Alcohol Screening

1. A pilot will not be subject to drug or alcohol screening, other than “return to duty” and “follow-up testing”, unless required by law or regulation.
Exception: A pilot will be subject to “reasonable cause” drug and alcohol testing in accordance with the following: When reasonable cause exists, based on observable and objective criteria (e.g., articulable observation of the pilot’s appearance, behavior, speech, or body odors) of probable drug or alcohol use by a pilot, a Flight Operations management pilot (Base Flight Operations Manager or above) may direct that the pilot be required to submit to drug and/or alcohol testing. Reasonable cause must be established by direct observation by at least one management official in consultation with another management official who is trained in detecting the indications of drug and alcohol use. Such officials must concur in the decision to recommend that the pilot be tested. Once the determination is made, the testing will be accomplished as soon as practicable. The reason for any delay will be documented. Reports and observations will be documented.
2. Unless prohibited by law or regulation, in the event that the laboratory conducting the initial testing of a pilot’s urine sample reports to the Company’s Medical Review Officer (MRO) that the sample has been substituted or adulterated, the pilot will be given the opportunity to:
 - a. provide any information he believes is relevant to the MRO, before the MRO makes a final determination as to whether the sample will be reported to the Company and the DOT as substituted or adulterated.
 - b. direct that his split sample be sent to a second laboratory for analysis. If the second laboratory does not confirm that the sample is substituted or adulterated, the initial test results will be disregarded and no action will be taken against the pilot.
3. Drug and alcohol testing screening methodology will comply with DOT regulations.

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4. No blood screening or other invasive tests (i.e., a procedure that includes piercing of the skin, or insertion of an instrument into a body cavity) unless required by law or regulation.
5. A pilot will be supplied with the laboratory report concerning his positive test as soon as reasonably possible.
6. Upon his request, a pilot will be provided information concerning his positive test result including:
 - a. the drug/alcohol equipment calibration records pertaining to his test.
 - b. the quality control data pertaining to his test.
 - c. the actual test results.
7. The Company will give the Association 90 days notice of any proposed material change to any drug or alcohol testing program, unless the change is mandated by law or regulation to occur sooner than 90 days.
8. The ~~Company's~~ Director of Health Services and the ALPA Aeromedical ~~Director~~ **Advisor** will jointly agree upon an independent laboratory inspector, to be contracted at Company expense, to inspect any laboratory utilized by the Company for drug and/or alcohol testing. The ALPA Aeromedical Director will be given access to:
 - a. such independent laboratory inspector;
 - b. the HHS designated "responsible person" for any laboratory used by the Company for drug screening;
 - c. current National Laboratory Certification Program (NLCP) certification documentation for such laboratory.
9. The Company will provide ALPA with statistical information contained in the Company's required annual report to the FAA on the number of pilot:
 - a. negative tests.
 - b. positive tests.
 - c. refusals to test.
10. Due consideration will be given to the recommendations of the ALPA Aeromedical Director in the selection and retention of the Company's MRO.
- 11. A pilot's duty period will include the time required to undergo drug or alcohol testing or screening.**

R. Recording of Telephone Conversations

1. Provided such recordings are not inconsistent with applicable legal or regulatory requirements, the Company will create and maintain ~~tape~~ recordings of telephone voice communications between a pilot and the following offices of the Company:
 - a. Crew Scheduling.
 - b. Crew Tracking.
2. A pilot who makes a telephone call to, or receives a telephone call from Crew Scheduling or Crew Tracking will be notified at the beginning of the call that a ~~tape~~ recording of the communication is being created. This notification may be conveyed in a recorded message or via periodic beeps.
3. Once a ~~tape~~ recording has begun, it will run continuously, with no ability to selectively start and stop such recording.

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4. The Company will maintain such ~~tape~~-recordings for a period of not less than six months from the date of the conversation.

5. Upon written request, the Association will be granted access to, and copies of ~~tape~~ recordings between a specific pilot and a specific scheduler or Crew Tracking coordinator. The request will designate the pilot's name, date and approximate time of the call, and the name of the Crew Scheduler or Crew Tracking coordinator on the call.

S. Parking

The Company will provide free parking while a pilot is on duty, for one vehicle at one pilot or Company flight attendant base, of the pilot's choice.

T. Association Access to New Hire Pilots

The Association will be allowed at least 90 minutes during the Company new hire pilot indoctrination training, at the end of a day (excluding Friday), to address new hire pilots.

U. E-mail Address

The Company will provide a Company email address for each pilot. Such email address will not be used by the Company for any communication that the pilot is required to acknowledge or for which he will be held accountable for knowing.

V. Data Collection and Fatigue Risk Management

1. The Fatigue Risk Management Team (FRMT) will advise the Company on matters related to managing the risk of pilot fatigue and administer data collection efforts to be conducted by the Company and will consist of no more than two members appointed by the Association and two members appointed by the Company.

2. A data collection effort must:

- a. Require no onerous, excessive, or unsafe efforts by participants,**
- b. Bear a reasonable relationship to the Company's current or planned operations or FAA/PWA flight and duty time rules or regulations, and**
- c. Not be inappropriate or unjustified.**

3. A data collection effort may address any of the following:

- a. Patterns of sleep.**
- b. Alertness.**
- c. Cognitive performance.**
- d. Cumulative fatigue.**
- e. Mood.**
- f. Circadian rhythm disruption.**
- g. Quality of crew rest facilities.**
- h. Rest prior to, during, and following select rotations.**
- i. Other matters as determined by the FRMT.**

- 1 **4. Approval for a data collection effort will not be unreasonably withheld by the**
2 **FRMT. In the event the team is unable to resolve a dispute regarding the initiation**
3 **of a data collection effort:**
 - 4 **a. The matter may be referred by either party's team leader to the Senior Vice**
5 **President – Flight Operations or the MEC Chairman, as applicable.**
 - 6 **b. If the matter remains unresolved within 30 days after referral, the parties will**
7 **select a mediator/arbitrator (neutral) under the provisions of Section 19 of the**
8 **PWA.**
 - 9 **c. Mediation will commence immediately and will last up to 15 days.**
 - 10 **d. If the matter remains unresolved 15 days after the commencement of mediation,**
11 **the parties may submit a written statement regarding the reasons they believe**
12 **approval of the data collection effort was reasonably or unreasonably withheld,**
13 **as applicable, within 10 days after the conclusion of mediation.**
 - 14 **e. The neutral will issue an award either approving or disapproving the initiation**
15 **of a data collection effort under this MOU.**
 - 16 **f. The timelines in this process may be extended by mutual agreement of the**
17 **parties.**
- 18 **5. The Company will solicit the voluntary participation of pilots in data collection**
19 **efforts. No disciplinary or retaliatory action will be taken against a pilot based on**
20 **information reported by the pilot or the results of such effort, or against a pilot who**
21 **chooses not to participate. After consultation with the FRMT, the Company may**
22 **terminate a pilot's participation in the data collection at any time if the Company,**
23 **the FRMT, or any participating scientists, consultants or advisors determine it is not**
24 **in the best interest of the pilot to continue participation.**
- 25 **6. When a pilot is asked to participate in an effort, he will be provided an Information**
26 **Sheet that will describe the nature of the data collection effort, its length and scope,**
27 **and the procedures and requirements of participation. The Information Sheet will**
28 **also describe how data from the effort will be managed, along with any risks,**
29 **discomforts and inconveniences associated with participating and each participant's**
30 **rights as a member of the effort.**
- 31 **7. A pilot who completes a data collection effort will receive the greater of \$125 per**
32 **rotation or \$36.75 per day of the data collection effort in 2012. This amount will be**
33 **increased by 5% each year thereafter.**
- 34 **8. A pilot may withdraw from participation in a data collection effort at any time. A**
35 **pilot who withdraws from a data collection effort prior to its completion will not**
36 **receive any payment. Failure of a pilot to complete all required documentation of a**
37 **data collection effort will be considered to be withdrawal from such effort.**
- 38 **9. A pilot who alters his schedule through PCS or the Swap Board after he has begun**
39 **participation such that he no longer has a schedule appropriate for participation in**
40 **the data collection effort will not receive any payment.**
- 41 **10. A pilot who, through no fault of his own or under *Section 24 V. 7.*, is unable to**
42 **complete the data collection effort will be paid for his actual participation.**
- 43 **11. A pilot who agrees to participate in the study will be briefed by Company personnel**
44 **or any participating scientists, consultants or advisors on the nature and**
45 **requirements of the data collection effort, and will be permitted to ask questions**

1 regarding the study. Such pilot will be provided with an appropriate Participant
2 Consent Form.

3 12. A pilot who participates in a data collection effort will be assigned a participant
4 number/code to be associated with the data collection effort, and all collected data
5 will be de-identified in any reports or publications. Neither the Company nor the
6 Association will have access to identified data.

7 13. A pilot who participates in a data collection effort will be permitted to review and
8 discuss the results of his personal data with participating scientists, consultants or
9 advisors who have access to identified data.

10 a. The Company will ensure that participating scientists, consultants, or advisors
11 do not forward identified data or individual information to any other individual
12 or entity except as may be required by law or court order.

13 b. The Company will give notice to the ALPA FRMT members and MEC
14 Chairman prior to responding to litigation discovery seeking identified data or
15 individual information.

16 c. De-identified data may be shared within FAA and/or industry-based studies.

17 14. Data derived from a participant who does not complete a data collection effort will
18 be destroyed.

SECTION 25

MEDICAL, DENTAL, LIFE INSURANCE, AND OTHER BENEFITS

A. Definitions

1. **“13 B. 3. pilot” means a former pilot removed from the seniority list under *Section 13 B. 3.*, on or after June 1, 2006, who is receiving disability benefits from the D&S Plan. Upon cessation of disability benefits, termination or retirement, such former pilot will cease to be a 13 B. 3. pilot.**
2. “Active payroll status” means the status of a pilot who is not on inactive payroll status.
23. “Base premium” means the premium developed each year separately for each of the options offered under the DPMP ~~and the Delta Health Plan excluding HMOs and fully insured options~~, for retirees and survivors, from the combined experience of a population composed of all retirees and survivors (pilot retirees and survivors and other retirees and survivors) participating in the DPMP and the Delta Health Plan, excluding HMOs and fully insured options. In the case of the premium attributable to children of pilot retirees, such base premium will be based on the combined experience of all dependents participating in the DPMP and the Delta Health Plan excluding HMOs and fully insured options. Such base premium will be developed by the Company ~~experience of a population composed of all retirees and survivors~~ that are designed to determine such base premium in the actuary's best professional judgment. The Company's calculation of the DPMP base premium will be subject to review by the Association. The Company will provide to the Association by June 15th of each year, data, assumptions and methodologies used to determine such costs and base premium. The Association may provide comments on such analysis under the DPMP by July 7th, and the Company's actuary will consider such comments in making its final determination of the base premium. The methodology for determining the base premium will be applied separately to develop pre-Medicare **eligibility age** and post-Medicare **eligibility age** premiums.
34. “D&S Plan” means the Delta Pilots Disability and Survivorship Plan, as Amended and Restated, Effective July 1, 1996, as amended. ~~On and after the merger of the NWA LTD Plan into the D&S Plan on October 30, 2008, under *Section 26 Q. 8.*, a~~ reference in the PWA to the D&S Plan will exclude the NWA LTD Plan unless such reference in the PWA states otherwise.
45. “Delta Health Plan” means the non-collectively bargained medical and dental plan offered to flight attendants and ground employees and to retirees until age 65 (including HMOs, if applicable, and the no coverage option).
56. “Delta Pilots Medical Plan” (DPMP) means the collectively bargained medical and dental plan available to pilots, **13 B. 3. pilots**, and pilot retirees under *Section 25*. **The DPMP offers the options enumerated in *Section 25 G. 1.***
67. “Disability status,” “disability,” or “disablement” means being eligible for and receiving disability benefits from the D&S Plan.
Note one: A 13. B. 3. pilot is considered in disability status, disability or disablement until cessation of disability benefits, retirement or termination.
Note two: A pilot (or 13 B. 3. pilot) who has reached the maximum period of disability under the D&S Plan for psychiatric conditions, alcoholism, and/or drug

abuse is not on disability status, disability or disablement after the end of that period of disability.

Exception: This definition does not apply to a NWA disabled pilot.

~~7. "DPMP Option N" means the medical and dental benefit option offered under the DPMP effective January 1, 2010 that is equivalent to the NWA Health Plan as it existed on January 1, 2008 (other than the basis for calculating the total projected costs).~~

8. "Eligible family member" for the purposes of **Section 25**, means eligible family member as defined in the DPMP. **An eligible family member is not eligible for the DPMP or Delta Health Plan upon reaching Medicare eligibility age.**

~~X~~Exception: **An eligible family member described in Section 25 B. 1. Note, Section 25 C. 4. a., and Section 25 D. 3. a. will remain eligible for the DPMP or Delta Health Plan upon reaching Medicare eligibility age.**

9. "FAA mandatory retirement age" means the latest age under Part 121 of the FARs or other applicable statutes that a pilot can serve as a PIC or SIC.

~~Y.~~ **10. "FMLA leave"** means a leave of absence described in **Section 13 H.**

~~11. 9.~~ **"Former NWA pilot"** means a pilot who was an employee of NWA and whose name appeared on the NWA seniority list on the day preceding October 30, 2008.

~~1012.~~ **"HMO above composite premium"** means the amount charged by an HMO in excess of the composite amount the Company contributes to the cost of the Delta Health Plan (other than an HMO).

~~11.~~ **13. "Inactive NWA pilot"** means a former NWA pilot who on October 30, 2008 was not in active payroll status, including but not limited to furlough, military leave exceeding 30 consecutive days, personal leave, family leave, medical leave, maternity leave or disciplinary suspension **and has not returned to active payroll status as described in Section 25 V. 4. c.**

~~Note one: A former NWA pilot on union leave is not an inactive NWA pilot.~~

~~Note two: A NWA disabled pilot is not an inactive NWA pilot.~~

~~1214.~~ **"Inactive payroll status"** means the status of a pilot who is furloughed, receiving benefits under the D&S Plan, military leave that exceeds 30 consecutive days, medical leave, personal leave, **(other than known personal leave)**, FMLA leave, maternity leave, or a pilot on a disciplinary suspension.

15. "Medicare disabled" means becoming eligible for Medicare benefits for a reason other than attainment of Medicare eligibility age.

16. "Medicare eligibility age" means the age at which an individual may apply for hospital insurance benefits under part A of Medicare as set forth in 42 U.S.C. 426(a)(1).

~~13.~~ **17. "NWA"** means Northwest Airlines, Inc.

~~14.~~ **18. "NWA CBA"** means the terminated NWA pilots' collective bargaining agreement that was in effect on the day preceding October 30, 2008.

~~15.~~ **19. "NWA disabled pilot"** means a former NWA pilot whose disabling condition arose prior to October 30, 2008 and either (a) is eligible for and receiving disability benefits from either the NWA Pension Plan or the NWA LTD Plan ~~on or after October 30, 2008~~, or (b) **is a pilot who** was eligible for and receiving disability benefits from the NWA Pension Plan until he attained age 60 ~~during the period from on or after December 13, 2007 through October 30, 2008~~ whether or not he commenced normal retirement benefits at age 60 or older from the NWA Pension Plan or the NWA Excess Plan. A

- former NWA pilot who is on NWA sick leave on October 30, 2008 is considered a NWA disabled pilot while he remains on NWA sick leave after October 30, 2008.
16. "NWA Health Plan" as of any date means the plan providing medical and dental benefits that is in effect under the NWA CBA.
- ~~17.~~ **20.** "NWA LTD Plan" means the Northwest Airlines LTD Plan for Pilot Employees as established and maintained the day prior to October 30, 2008 under the governing documentation in effect at that date, including, without limitation, the Plan Statement as amended, the related VEBA (until the time the related VEBA is terminated under **Section 26 Q. 8.**), and all applicable letters of agreement between NWA and the Association. Exception: Effective on October 30, 2008, the 18-month rule under Section 22 incorporated in the D. 3. of the NWA CBA will no longer apply.
18. "NWA MP3" means the Northwest Airlines Money Purchase Plan for Pilot Employees as established and maintained the day prior to October 30, 2008 under the governing documentation in effect at that date, including, without limitation, the Plan Statement as amended, the related trust, Letter of Agreement 2007-11 between NWA and the Association and any other applicable letters of agreement between NWA and the Association, the final term sheets and addenda dated December 7, 2007, but only to the extent such documents relate to the Northwest Airlines Money Purchase Plan for Pilot Employees and subject to the changes and amendments described in **Section 26 R&S Plan.**
- ~~21.~~ **21.** ~~"NWA Pension Plan"~~ means the Northwest Airlines Pension Plan for Pilot Employees as established and maintained the day prior to October 30, 2008 under the governing documentation in effect at that date, including, without limitation, the Plan Statement as amended, the related trust, and all applicable letters of agreement between NWA and the Association, **as amended.** Exception: Effective on October 30, 2008, the 18-month rule under Section 22 D. 3. of the NWA CBA will no longer apply.
- ~~22.~~ **20.** "NWA RSP" means the Northwest Airlines Retirement Savings Plan for Pilot Employees as established and maintained the day prior to October 30, 2008 under the governing documentation in effect at that date, including, without limitation, the Plan Statement as amended, the related trust, and all applicable letters of agreement between NWA and the Association and subject to the changes and amendments described in **Section 26 R. 2.**
24. "NWA seniority list" means the NWA integrated ~~pilots~~**pilots'** system seniority list.
- ~~2223.~~ **"OOA" means Out-of-Area.**
24. "Pilot retiree" means a pilot (**or 13 B. 3. pilot**) who retired after ~~January~~**June 1, 1997**2006 or a former NWA pilot who retired after October 30, 2008. Exception: A NWA disabled pilot is not a pilot retiree.
23. "Prior NWA pilot" means an individual who is not a former NWA pilot but whose name appeared on the NWA seniority list at any date prior to the day preceding October 30, 2008.
- ~~2425.~~ **"PPO Option B" means the plan providing medical and dental benefits that was in effect under the NWA CBA, as amended.**
26. "Retired" means the termination of the pilot's employment **of a pilot (or 13 B. 3. pilot)** under circumstances that enable him to receive an early, normal or deferred retirement

benefit under the Delta Pilots Retirement Plan or the DC Plan, or an early, normal, late or deferred retirement -pension (but not a terminated vested benefit) under the NWA Pension Plan ~~or if his only benefit is in the NWA MP3 and/or the NWA RSP and he is at least age 50 at termination of employment, a distribution under the NWA MP3 and/or the NWA RSP.~~

Note: A NWA disabled pilot is not considered retired.

~~2527.~~ “Retirement date” means the early, normal, late or deferred retirement date (but not terminated vested benefit commencement date), whichever is applicable, as defined in the Delta Pilots Retirement Plan, the DC Plan, or the NWA Pension Plan ~~or in the case of a pilot who has only a benefit in the NWA MP3 and/or the NWA RSP and is at least age 50, his date of termination of employment.~~

~~2628.~~ “Survivor” or “eligible survivor” means ~~an individual who is entitled to receive monthly income survivor benefits under the D&S Plan, but only for so long as such person is eligible for such benefits. After January 1, 2008 “survivor” or “eligible survivor” means the spouse or child of a deceased pilot/,~~ **13 B. 3. pilot or pilot retiree, who would be eligible for benefits under the D&S Plan in effect on June 1, 2006. In addition, “survivor” or “eligible survivor” means the spouse or child (as those terms are as defined in the D&S Plan) of a deceased former NWA pilot.**

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

~~2729.~~ “Total projected costs” for the DPMP for each calendar year ~~(including the DPMP Option N for the calendar year 2010 and later)~~ will be determined by an actuary selected by the Company and will be developed from the combined experience of a population composed of all of the Company's active employees participating in medical and dental plans excluding HMOs and fully insured options. The Company's actuary will use reasonable actuarial assumptions and methods that are designed to determine such total projected costs in the actuary's best professional judgment. By June 15th of each year, the Company will provide to the Association the actuary's detailed preliminary determination of what the total projected costs will be for the following calendar year. The Association may provide comments on such analysis by July 7th, and the Company's actuary will consider such comments in making its final determination of total projected costs.

B. Pre-Retirement Medical and Dental Benefits

1. Each pilot **(and each 13 B. 3. pilot) who has not opted out of coverage as described in Section 25 I. 4.** will be eligible to ~~annually elect each year~~ for himself and his eligible family members either the DPMP or the Delta Health Plan; **provided, however, a pilot (or 13 B. 3. pilot) who becomes Medicare disabled will be eligible to elect only the DPMP OOA or the applicable Delta Health Plan OOA option for himself and his eligible family members.**

Note: Where an electing pilot (or 13 B. 3. pilot) has not become Medicare disabled, each enrolled eligible family member will be covered by the DPMP or Delta Health Plan option elected by the pilot (or 13 B. 3. pilot), whether or not the eligible family member becomes Medicare disabled or reaches Medicare eligibility age.

Exception one: A pilot on inactive payroll status (or a 13 B. 3. pilot) who is described in **Section 25 I. 4.** will not be eligible for such election.

Exception two: A furloughed pilot who is not receiving (other than one who is described in *Section 25 I. 4.*) is eligible for such election only during the period in which he is eligible to receive furlough pay is not eligible for such election unless he was furloughed prior to July 1, 2003, in which case (or during the period in which he will be entitled to make such election for up to five years from his date of would have been eligible for furlough.— pay in the absence of *Section 21 B. 9.*).

~~Exception two: A pilot who is removed from the seniority list under *Section 13 B. 3.* will be permitted to make such election so long as he remains eligible for benefits under the D&S Plan.~~

~~Exception three: A former NWA pilot who is not excluded under *Section 25 B. 1. Exception one* or *Exception five* will be eligible for medical and dental benefits under *Section 25 B.*, but he may elect only the disabled pilot or inactive NWA Health Plan for the period before January 1, 2010. Beginning with the open enrollment period for 2010, he will be eligible to elect annually the same options as any other pilot, under *Section 25 B.*~~

~~Exception four: For the period before January 1, 2010, a former NWA pilot who receives disability benefits from the D&S Plan, including a former NWA pilot described in *Section 26 Q. 1. d.* and *Section 26 Q. 2. c.*, will be eligible only for the NWA Health Plan. During such period, he will pay the same percentage of premium as an active former NWA pilot. Beginning with the open enrollment period for 2010, he will be eligible to elect annually the same options as any other pilot, and will pay the same premiums as any other pilot, under *Section 25 B.*~~

~~Exception five: A NWA disabled pilot may elect only the NWA Health Plan~~**PPO Option B** and will pay the ~~premiums~~**premium structure** that would have been required under the NWA CBA (e.g. the premium structure under the NWA CBA applicable to active NWA airmen while exhausting NWA sick leave bank and., the premium structure under the NWA CBA applicable to recipients of disability benefits under the NWA Pension Plan or NWA LTD Plan or the premium structure under the NWA CBA applicable to an inactive pilot in the particular inactive status).

2. ~~The monthly Effective January 1, 2013, the premium required~~ for the medical and dental coverage **for each option** under the DPMP **by an individual who is eligible for the election in Section 25 B. 1.** will be as set forth in the following charts: **22% of total projected costs for the applicable year of coverage.**

DPMP Out-Of-Area Medical Option (including Comprehensive Dental Option)	
2008 and thereafter	31% of total projected costs for 2008

DPMP Enhanced Medical Option (including Comprehensive Dental Option)	
2008 and thereafter	40% of total projected costs for 2008

DPMP Option N	
2010 and thereafter	27% of total projected costs for the applicable year.

Exception: A pilot who is on a leave of absence that exceeds 30 days; **(including a pilot who has reached the maximum period of disability under the D&S Plan for psychiatric conditions, alcoholism, and/or drug abuse, but not including a pilot on FMLA leave, on known personal leave, or on disability status),** or a pilot on suspension without pay that exceeds 60 days, ~~or a pilot who was furloughed prior to July 1, 2003~~ must pay a monthly premium equal to the full cost of such coverage, in accordance with procedures established by the Company.

3. ~~The premium for~~ **For each option under the Delta Health Plan the premium** will be determined by the Company. The premium paid by pilots **(or 13 B. 3. pilots)** will be the same as it is for all other active Delta employees who have coverage under that plan, based on the options selected, including any additional HMO above composite premium in the case of a pilot **(or 13 B. 3. pilot)** enrolled in an HMO.

~~Note~~ **Exception:** A pilot who is on a leave of absence that exceeds 30 days; **(including a pilot who has reached the maximum period of disability under the D&S Plan for psychiatric conditions, alcoholism, and/or drug abuse, but not including a pilot on FMLA leave, on known personal leave, or on disability status),** or a pilot on suspension without pay that exceeds 60 days, ~~and a pilot who was furloughed prior to July 1, 2003 may continue coverage by making payment to the plan of~~ **must pay** a monthly premium equal to the full cost of such coverage, in accordance with procedures established by the Company.

4. The Company will pay the cost of reasonable and necessary hospital and medical expenses incurred as a result of occupational injury or illness.
5. It is recognized that the Company will have the right to select the claims processors, plan administrators, trustees, plan record keepers, plan named fiduciaries; and plan carriers for the DPMP and may change such entities at any time and for any reason.
6. The Company will establish flexible spending account plans (FSA Plans) in which pilots

- 1 ~~may participate a pilot~~ while on active payroll status.
2 ~~Exception: A former NWA pilot who is~~ **may participate, and effective January 1, 2013, in**
3 **which a pilot** on active payroll ~~disability status will not~~ **(or a 13 B. 3. pilot) may**
4 ~~participate in the FSA Plans until January 1, 2010 but between October 30, 2008 and~~
5 ~~January 1, 2010 will be eligible for any FSA Plans provided for in the NWA CBA.~~
6 a. The FSA Plans will be designed by the Company and may be modified from time to
7 time at the Company's discretion, including modification of the maximum
8 contributions to such FSA Plans.
9 b. The FSA Plans will consist of two accounts, one for the payment of the pilot's
10 ~~health/vision care~~ **healthcare** expenses (**full purpose or, if enrolled in the high**
11 **deductible options under the Delta Health Plan, limited purpose**) and the other for
12 payment of the pilot's dependent care expenses. The maximum amount ~~a pilot that~~
13 ~~may contribute~~ **be contributed** to the ~~health/vision care~~ **healthcare** account per year
14 will be limited to ~~the lesser of \$9,984-~~ **or the maximum allowed by law that is**
15 **evenly divisible by 24, to a whole dollar (\$2,496 in 2013).** The maximum amount a
16 ~~pilot that may contribute~~ **be contributed** to the dependent care account will be limited
17 to the maximum allowed by law that is evenly divisible by 24, to a whole dollar
18 ~~(\$4,992 in 2006).~~ ~~Pilots~~ **2012). A pilot (or 13 B. 3. pilot) will be permitted to**
19 ~~contribute a portion of their~~ **his** salary ~~through payroll deductions~~ into one or both
20 accounts on a pre-tax basis. These ~~payroll deductions~~ **pre-tax contributions** will not
21 reduce pay-related benefits provided by the Company. **Effective January 1, 2013, a**
22 **pilot on disability status (and a 13 B. 3. pilot) will be permitted to contribute a**
23 **portion of his disability benefit into an FSA account(s) on a pre-tax basis.**
24 c. Money contributed by a ~~pilot~~ **participant** to an FSA account during a calendar year
25 that is not used by the following March 31st for reimbursement of eligible expenses
26 incurred during such calendar year will be forfeited.
27 d. The FSA Plans will allow a ~~pilot~~ **participant** to make mid-year changes (up or down)
28 to his dependent care account contribution level, if ~~the pilot~~ **the** experiences a "change
29 in family status" event, to the full extent allowed by applicable law.
30 e. The FSA Plans will allow a ~~pilot~~ **participant** to make mid-year changes to increase
31 his ~~health/vision care~~ **healthcare** account contribution level, if the ~~pilot~~ **participant**
32 experiences a "change in family status" event (as set forth in the most recent
33 ~~Pilot DPMP Healthcare Benefits Handbook, Status Change Section, but no less than~~
34 ~~as set forth in the 01/01/01 Pilot Handbook Benefit Updates:~~ **Delta Pilots Medical**
35 **Plan, to the extent permitted by applicable law.**)
36 7. Any premiums required to be paid by a pilot on active payroll status **or disability status**
37 **(or a 13 B. 3. pilot)** for medical and/or dental coverage may be paid on a pre-tax basis
38 through a vehicle determined by the Company to be appropriate to achieve such
39 purposes, including a premium conversion plan or cafeteria plan. Premiums may not be
40 paid from a ~~pilot's~~ **an** FSA.
41 8. The medical and dental coverages under **Section 25 B. 1.** and the FSA Plans under
42 **Section 25 B. 6.** may, at the Company's discretion, be provided to pilots on active payroll
43 status **or disability status (or 13 B. 3. pilots)** through a cafeteria plan(s) as defined in
44 Section 125 of the Internal Revenue Code of 1986, as amended.
45 9. **Effective January 1, 2013, the Company will permit contributions that are made to**
46 **a Health Savings Account (HSA) designated by the Company (in 2012, the**

OptumHealth Bank HSA) to be made on a pre-tax basis directly from a participant's pay or from disability benefits from the D&S Plan, as applicable. These contributions each pay period will be in an amount elected by the pilot (or 13 B. 3. pilot), subject to the applicable annual dollar limit in place for that year under Section 223(b) of the Internal Revenue Code.

C. Medical and Dental Benefits for Pilot Retirees

1. Normal (age 60+) pilot retirees

a. —Each pilot (or 13 B. 3. pilot) who retires from active service or disability on or after age 60 will be eligible ~~annually~~ **until he reaches Medicare eligibility age** to elect **each year** for himself and his eligible family members **until they reach Medicare eligibility age** either the DPMP then in effect for pilots or, ~~until age 65,~~ the Delta Health Plan, **under Section 25 C. 3.** No minimum period of service is required. **The pilot retiree may also be eligible to elect the COBRA option and, under Section 25 S., upon expiration of the maximum COBRA period, to enroll in retiree coverage under the DPMP or the Delta Health Plan until he reaches Medicare eligibility age. Exception: A pilot retiree who is described in Section 25 C. 4. a. and his eligible family members will remain eligible for coverage under the DPMP OOA upon reaching Medicare eligibility age.**

2. Early (before age 60) pilot retirees

Each pilot (or 13 B. 3. pilot) who elects voluntary early retirement on or after age 50 and before age 60 will be eligible until he reaches Medicare eligibility age to elect each year for himself and his eligible family members until they reach Medicare eligibility age either the DPMP then in effect for pilots or the Delta Health Plan, under Section 25 C. 3. No minimum period of service is required. The pilot retiree may also be eligible to elect the COBRA option and, under Section 25 S., upon expiration of the maximum COBRA period, and until he reaches Medicare eligibility age, to enroll in retiree coverage under the DPMP or, ~~until age 65,~~ the Delta Health Plan ~~under Section 25 S.~~

~~Exception: Until January 1, 2010, a former NWA pilot who retires may only elect the NWA Health Plan.~~

~~b. For each option under the DPMP, the premium is as follows:~~

~~1) Once the A pilot retiree reaches age 60 until eligibility for Medicare: 51% of the base premium.~~

~~2) Upon and after the pilot retiree's eligibility for Medicare: 100% of the base premium.~~

~~c. The premium for the Delta Health Plan will be determined by the Company. The premium paid by such pilot retiree will be the same premium required of other who is described similarly situated (e.g., age, retirement date) retired Delta employees who did not retire under an early retirement incentive program. Such premium will be based on the options selected, including any additional HMO above composite premium in the case of Section 25 C. 4. a pilot retiree enrolled in an HMO.~~

~~d. A former NWA pilot who retires will pay the premium required by the NWA CBA~~

- for the NWA Health Plan for the period before January 1, 2010.
- ~~2. Early pilot retirees (before age 60)~~
- a. ~~Each pilot who elects voluntary early retirement on or after age 50 and before age 60 will be eligible annually to elect for himself and his eligible family members either the DPMP then in effect for pilots or, until age 65, the Delta Health Plan.~~ **will remain eligible for coverage under the DPMP OOA upon reaching Medicare eligibility age** ~~No minimum period of service is required.~~ The pilot retiree may also be eligible to elect the COBRA option and, upon expiration of the maximum COBRA period, enroll in retiree coverage under the DPMP or, until age 65, the Delta Health Plan under *Section 25 S*.
- Exception: Until January 1, 2010, a former NWA
- 3. Medical and dental options for pilot retirees and their eligible family members**
- a. A pilot retiree who retires ~~may only~~ **has not reached Medicare eligibility age:**
- 1) May elect ~~either the NWADPMP or the Delta Health Plan~~ **for himself and for his eligible family members who have not reached Medicare eligibility age.**
- b. ~~For the DPMP, until the pilot retiree reaches age 60, such pilot retiree will pay 100% of the base premium.~~
- c. ~~Exception: A pilot retiree or an eligible family member who becomes Medicare disabled will be eligible for only the DPMP OOA or the applicable Delta Health Plan OOA option. However, the pilot retiree may make a separate election for the other eligible family members who are not Medicare disabled of either the DPMP or the Delta Health Plan.~~
- 2) May not elect any coverage for his eligible family members who have reached Medicare eligibility age.
- Exception: A pilot retiree who is described in *Section 25 C. 4. a.* and his eligible family members will remain eligible for coverage under the DPMP OOA upon reaching Medicare eligibility age.
- b. A pilot retiree who has reached Medicare eligibility age:
- 1) May not elect any coverage for himself.
- 2) May elect either the DPMP or the Delta Health Plan for his eligible family members who have not reached Medicare eligibility age and are not Medicare disabled.
- 3) May elect only the DPMP OOA or the applicable Delta Health Plan OOA for his eligible family members who are Medicare disabled but have not reached Medicare eligibility age.
- 4) May not elect any coverage for his eligible family members who have reached Medicare eligibility age.
- Exception: A pilot retiree who is described in *Section 25 C. 4. a.* and his eligible family members will remain eligible for coverage under the DPMP OOA upon reaching Medicare eligibility age.
- c. For each option under the DPMP, ~~after~~ **the premium is as follows:**
- 1) ~~Until the pilot retiree reaches age 60, such pilot retiree will pay the following:~~ **100% of the base premium.**
- 2) ~~1) Once~~ **After the pilot retiree reaches age 60 and until the pilot retiree reaches Medicare eligibility age, 51% of the base premium.**

- 1 3) ~~After the pilot retiree reaches age 60 until Medicare eligibility for Medicare:~~
2 54age, **eligible family members pay 100%** of the base premium.
3 2) ~~Upon and after the pilot retiree's eligibility for Medicare: 100% of the base~~
4 premium.
5 d. ~~The premium for~~**For each option under the Delta Health Plan will be, the premium**
6 is determined by the Company. ~~The premium paid by such pilot retiree and~~ will be
7 the same premium required of other similarly situated (e.g., age, retirement date)
8 retired Delta employees who did not retire under an early retirement incentive
9 program. **Such premium will be based on the options selected, including any**
10 **additional HMO above composite premium in the case of a pilot retiree enrolled**
11 **in an HMO.**
12 4. **Coverage for certain pilot retirees and their eligible family members after reaching**
13 **Medicare eligibility age**
14 a. A pilot (or 13 B. 3. pilot) who retires on or before January 1, 2013 and a pilot
15 who retires after January 1, 2013 under the Pilot Retiree Medical Account
16 (RMA) Program and reaches Medicare eligibility age may, each year:
17 1) Elect to cover himself under the DPMP OOA.
18 2) Elect either the DPMP or the Delta Health Plan for his eligible family
19 members who have not reached Medicare eligibility age and are not
20 Medicare disabled.
21 3) Elect only the DPMP OOA or the applicable Delta Health Plan OOA for his
22 eligible family members who are Medicare disabled but have not reached
23 Medicare eligibility age.
24 4) Elect only the DPMP OOA for his eligible family members who have
25 reached Medicare eligibility age.
26 b. For each option under the DPMP, the premium is 100% of the base premium.
27 c. The premium for each option under the Delta Health Plan (for eligible family
28 members under Medicare eligibility age) is determined by the Company and will
29 be the same premium required of the eligible family members of similarly
30 situated (e.g., age, retirement date) retired Delta employees who did not retire under
31 an early retirement incentive program. Such premium will be based on the options
32 selected, including any additional HMO above composite premium in the case of a
33 pilot retiree **an eligible family member** enrolled in an HMO.
34 e. ~~A former NWA pilot who retires will pay the premium required by the NWA CBA~~
35 ~~for the NWA Health Plan for the period before January 1, 2010.~~

36
37 D. Survivors Medical and Dental Insurance Coverage
38

- 39 1. **Survivors of pilots (or 13 B. 3. pilots) who die while on active payroll status, FMLA**
40 **leave or while on disability status**
41 a. The eligible survivors of pilots (or 13 B. 3. pilots) who die ~~on or after January 1,~~
42 1997 while in the active service of the Company, **while on FMLA leave,** or die
43 following ~~while on disability that occurs on or after January 1, 1997,~~ status will, **until**
44 **the eligible survivor reaches Medicare eligibility age,** be eligible annually to elect
45 either the DPMP then in effect for pilots or, ~~until age 65,~~ the Delta Health Plan. ~~The~~
46 survivors may also be

Exception: An eligible survivor who becomes Medicare disabled will be eligible to elect the ~~COBRA~~ option and, upon expiration of the maximum ~~COBRA~~ period, enroll in survivor coverage under the ~~only the DPMP OOA~~ or, until age 65, the applicable Delta Health Plan under ~~Section 25 S~~.

~~Exception: The survivor of a former NWA pilot who dies while in the active service of the Company or dies while disabled before January 1, 2010 may only elect the NWA Health Plan for the period before January 1, 2010.~~ **OOA option.**

b. ~~If the pilot's date of death is before December 13, 2007, the~~ **The premium for each option under the DPMP, until will be:**

1) Until the deceased pilot (or 13 B. 3. pilot) would have reached the FAA mandatory retirement age 60, the premium will be the same premium a pilot on active payroll status would have paid until the deceased pilot would have reached age 60. If the pilot's date of death is on (or after December 13, 2007, effective January 1, 2010, the premium for each option under the DPMP, until the deceased pilot would have reached the FAA mandatory retirement age will be the same premium a pilot would have paid until the deceased pilot 13 B. 3. pilot) would have reached the FAA mandatory retirement age.

~~Note one: The survivors of prior NWA pilots who died before October 30, 2008 are not eligible for benefits under this Section 25.~~

~~Note two: The survivors of inactive NWA pilots or NWA disabled pilots who died before returning under Section 25 V. 4. are not eligible for benefits under this Section 25.~~

~~c. If the pilot's date of death is before December 13, 2007, the premium for each option under the DPMP, after~~ **2) After the deceased pilot would have reached age 60, will be as follows:**

1) From the date the deceased (or 13 B. 3. pilot) would have reached age 60 until the date the deceased pilot would have been eligible for Medicare: 51% of the base premium.

2) Upon and after the date the deceased pilot would have been eligible for Medicare: 100% of the base premium.

~~If the pilot's date of death is on or after December 13, 2007, the premium for each option under the DPMP, after the deceased pilot) would have reached the FAA mandatory retirement age,~~ **the premium will be 100% of the applicable base premium.**

~~Note one: The survivors of prior NWA pilots who died before October 30, 2008 are not eligible for benefits under this Section 25.~~

~~Note two: The survivors of inactive NWA pilots or NWA disabled pilots who died before returning under Section 25 V. 4. are not eligible for benefits under this Section 25.~~

dc. The premium for each option under the Delta Health Plan will be determined by the Company. The premium paid by such survivor will be the same premium required of other similarly situated (e.g., age of survivor, date of death) survivors. Such premium will be based on the options selected, including any additional HMO above composite premium in the case of a survivor enrolled in an HMO.

- e. ~~The survivor of a former NWA pilot who dies before January 1, 2010 will pay the premium required by the NWA CBA for the NWA Health Plan for the period before January 1, 2010.~~
2. Survivors of a deceased pilot retiree
- a. The eligible survivors of a deceased pilot retiree will, **until the eligible survivor reaches Medicare eligibility age**, be eligible annually to elect either the DPMP then in effect for pilots or, ~~until age 65~~, the Delta Health Plan.
Exception: ~~The~~**An eligible survivor of a former NWA pilot who who has not reached Medicare eligibility age and becomes a pilot retiree and dies before January 1, 2010 may only Medicare disabled will be eligible to elect only the NWADPMP OOA or the applicable Delta Health Plan for the period before January 1, 2010.****OOA option.**
- b. The premium for each option under the DPMP, ~~until the deceased pilot retiree would have reached age 60, will be the 100% early retirement premium that the deceased pilot retiree would have been required to pay, while living, to maintain such eligible family member coverage.~~ **will be as follows:**
- c. ~~The premium for each option under the DPMP, after 1) Until the deceased pilot retiree would have reached age 60, the premium will be the 100% of the applicable base premium.~~
- 2) **After the deceased pilot retiree would have reached age 60 (or if the deceased pilot retiree dies after age 60)), the premium will be as follows:**
- 1) ~~From 51% of the base premium from the date the deceased pilot retiree would have reached age 60 until the date the deceased pilot retiree would have been eligible for reached Medicare: 51% of the base premium.~~ **eligibility age.**
- 2) ~~Upon and after the date 3) After the deceased pilot retiree would have been eligible for reached Medicare: eligibility age, the premium will be 100% of the applicable base premium.~~
- d. ~~c.~~ The premium for **each option under** the Delta Health Plan will be determined by the Company. ~~The premium paid by such survivor and~~ will be the same premium required of other similarly situated (e.g., age of survivor, retirement date, date of death) survivors of retired Delta employees who did not retire under an early retirement incentive program. Such premium will be based on the options selected, including any additional HMO above composite premium in the case of a survivor enrolled in an HMO.
- e. ~~The survivor~~**3. Following survivor's attainment of Medicare eligibility age**
~~a former NWA pilot. Survivors of pilots who becomes a pilot retiree and died~~
from active payroll status or disability status before January 1, 20102013,
survivors of 13 B. 3. pilots who died before January 1, 2013, survivors of pilots who retired on or before January 1, 2013, and survivors of pilots who retired under the Pilot Retiree Medical Account (RMA) Program, will paybe offered an annual election for the DPMP OOA after reaching Medicare eligibility age.
- b. **For each option under the DPMP, the premium required by the NWA CBA for the NWA Health Plan for the period before January 1, 2010this coverage will be the amount set forth in Section 25 D. 1. b. or Section 25 D. 2. b., as applicable to that survivorl be the amo.**
3. ~~4.~~ **Dependent children**

Eligible survivors who are dependent children who reside in the household of the deceased **pilot's/13 B. 3. pilot's/pilot retiree's** spouse (if also an eligible survivor) will not be given an independent election hereunder but the spouse of the deceased pilot/**13 B. 3. pilot/pilot retiree** must elect the coverage on behalf of all eligible survivors. An eligible survivor who is a dependent child who does not reside in the household of the deceased pilot's/**13 B. 3. pilot's/pilot retiree's** spouse (who is considered a survivor of the **pilot/13 B. 3. pilot/pilot retiree**) will be given an independent election as to the medical and dental coverage he desires hereunder.

E. Reserved

F. Vision Program

1. The Company will ~~provide administrative services, including payroll deduction, for an optional~~**select a standard network vision program under care plan in** which a pilot, a **13 B. 3. pilot**, a pilot retiree, and a survivor and his eligible family members described in **Section 25 B., C., D., and E. will be eligibleD. may elect** to participate as ~~elected on an annual basis during~~**in the enrollment period. The vision program will be a standard network vision care plan selected by same manner, and subject to the same conditions that generally apply to other non-contract employees of the Company that will contain the following terms:**
 - a. ~~Eye exam by a network provider every 12 months, \$10 copayment.~~
 - b. ~~Lenses (spectacle), every 12 months, \$15 copayment (purchased at a network facility).~~
 - c. ~~Frames, every 24 months, up to a maximum of \$120.~~
 - d. ~~Contact lenses (instead of spectacle lenses and frames), every 12 months, up to a maximum of \$105; provided however, that if spectacle lenses cannot correct vision (e.g. contact lenses are medically necessary) then such coverage will be 100% after a \$15 copayment.~~
 - e. ~~20% discounts off the usual and customary cost of additional pairs of complete prescription glasses purchased at a participating vision facility.~~
 - f. ~~15% discount off a network provider's professional services associated with the purchase of all prescription contact lenses (other than copayment amounts).~~
2. ~~Pilots,~~**Exception one: A pilot retirees and survivorson inactive payroll status or a 13 B. 3. pilot who elect the coverage underis described in Section 25 F. 4. will not be eligible for such election.**
Exception two: A furloughed pilot (other than one who is described in Section 25 I. 4.) is eligible for such election only during the period in which he is eligible to receive furlough pay (or during the period in which he would have been eligible for furlough pay in the absence of Section 21 B. 9.).
Exception three: For an inactive NWA pilot or NWA disabled pilot, this provision is effective as described in Section 25 V. 4.
2. The Company will ~~be required to pay~~**provide administrative services, including facilitating the monthly payment of premiums in from a pilot's pay (or from disability benefits under the chart belowD&S Plan), on a pre-tax basis for coverage under the vision program.**

	2009-2012
Participant Only	\$11.58
Participant & Spouse	\$23.15
Participant & Children	\$23.15
Participant & Family	\$34.73

- ~~3. Any premiums required to be paid by a pilot on active payroll status for the vision program under **Section 25 F.** may be paid on a pre-tax basis through a vehicle determined by the Company to be appropriate to achieve such purposes, including a premium conversion plan or cafeteria plan.~~
- ~~4. A former NWA pilot will not be eligible to participate in the vision program until January 1, 2010.~~

G. DPMP Benefits and Terms

1. ~~The Effective January 1, 2013, the DPMP will be have the following medical and dental coverage options:~~
 - ~~a. the Enhanced Medical DPMP (including the DPMP Dental Option of the Delta Family Care Medical Plan) is the DPMP Option N (including the DPMP Dental Option N) that was in effect on January 1, 20052012, as such Option is modified in accordance with under **Section 25 G. 3. or, Section 25 G. 4., and Section 25 G. 5.**~~
 - ~~— b. the DPMP OOA (including the DPMP Dental Option) is the DPMP Option N Out-of-Area Medical Option of (including the Delta Family Care Medical Plan DPMP Dental Option N) that was in effect on January 1, 20052012, as such Option is modified in accordance with under **Section 25 G. 3. or, Section 25 G. 4., and Section 25 G. 5.** The DPMP OOA is offered if the benefits zip code in DBMS (or any successor system) for benefits purposes for the pilot's or pilot retiree's permanent residence, **13 B. 3. pilot, or pilot retiree** is in an area in which the network is not available,~~
 - ~~— c. the Out of Area Medical Option of the Delta Family Care Medical Plan that was in effect on January 1, 2005, as modified in accordance with **Section 25 G. 3. or Section 25 G. 4.,** in the case of a pilot/pilot retiree or when the pilot, **13 B. 3. pilot, pilot retiree, survivor, and/or** eligible family member who is eligible for reaches Medicare, or~~
 - ~~d. Effective beginning January 1, 2010, the DPMP Option N. eligibility age or is Medicare disabled, as set forth in this **Section 25.**~~
2. ~~The DPMP described in **Section 25 G. 1 a., b., and c.** will include all of the medical benefits (network/non-network or out of area, if applicable), pharmacy drug benefits and all of the dental benefits that were included in the Company's 2005 Enhanced Medical Option or 2005 Out of Area Medical Option, and 2005 Comprehensive Dental Option, as those benefits are modified in accordance with **Section 25 G. 3. or Section 25 G. 4.,**~~

1 | ~~plus~~**Each DPMP Option described in Section 25 G. 1. will include** wellness benefits no
2 | less favorable than those published in the Guide to Clinical Preventive Services: Report
3 | of the United States Preventive Services Task Force published in 1996, as updated or
4 | amended from time to time.

- 5 | 3. Subject to **Section 25 G. 4.**, if the Company adopts a modification to the Delta Health
6 | Plan medical option that most closely resembles a DPMP ~~medical option~~**Option**
7 | described in **Section 25 G. 1-a.—d.** or the Comprehensive Dental Option of the Delta
8 | Health Plan, the Company will present that modification to the Association for possible
9 | inclusion in such DPMP ~~medical or dental option~~**Option**. If the Association provides its
10 | written consent to such modification by July 7th, such change consented to by the
11 | Association will be effective no earlier than the following January 1st, unless an earlier
12 | date is agreed upon by the Company and the Association. The total projected costs **and**
13 | **base premium** of the DPMP **Option** will be adjusted to reflect the modification. If the
14 | Association does not provide its written consent to such modification, the DPMP **Option**
15 | will not be modified.

- 16 | 4. **Section 25 G. 3.** will not apply to the following types of administrative modifications that
17 | are originated and implemented by the third party administrator, and not as a result of the
18 | Company's direction, and the Company may implement such modifications without the
19 | Association's consent:

- 20 | a. Care coordination processes such as disease management and trial programs such as
21 | cancer clinical trials.
22 | b. Procedures that require notification or pre-certification.
23 | c. Clinical guidelines and medical policies (e.g., status of procedures as experimental or
24 | accepted treatment).
25 | d. Network composition (i.e. network providers, labs, ancillary providers) and provider
26 | fees.
27 | e. Retail pharmacy network composition.
28 | f. Preferred drug list.
29 | g. Reasonable and customary fee application (not percentile).
30 | h. Changes required as a result of mandatory state and federal legislation or regulation.
31 | i. Voluntary health management programs.

- 32 | 5. **Amend DPMP and DPMP OOA to provide:**

- 33 | a. **Effective January 1, 2013:**

- 34 | 1) **Modify medical benefits to align with the following Gold HRA (and Gold**
35 | **OOA HRA) benefits as in effect on January 1, 2012: chiropractic care,**
36 | **emergency room visits, hospice care, therapies, and weight loss treatment.**
37 | 2) **Modify prescription drug benefits under DPMP to eliminate non-network**
38 | **coverage, and modify prescription drug benefits under both DPMP and**
39 | **DPMP OOA to provide that Tier 4 drugs do not count toward the individual**
40 | **annual out-of-pocket maximum and to remove the mandatory mail order**
41 | **program for all maintenance medications (mandatory mail order remains in**
42 | **place for prescription drugs that are listed by the third party administrator**
43 | **as a maintenance medication that must be filled by mail order).**

- 44 | b. **The lifetime orthodontia maximum benefit will be \$3,000 per person for**
45 | **treatment that is in progress at **DOS** or that begins after **DOS**.**
46 |

H. Company-Paid and Optional Life Insurance Programs

1. ~~4.~~—The Company will provide term life insurance in accordance with the following:
 - a. Unless a different amount is elected under **Section 25 H. 1. e.**, the amount of life insurance will be ~~the greater of:~~
 - ~~1) \$equal to 2,500,000, or~~
 - ~~2) 2500 times the 12--year captain hourly rate on the highest paying aircraft type outlined in the PWA in effect on January 1st of each year-, rounded to the nearest \$1,000.~~
 - b. Upon the insured's retirement, the amount of his term life insurance will be reduced to the lesser of \$250,000, or the amount of life insurance he had elected and that was in effect at retirement under **Section 25 H. 1. e.** On each successive anniversary of the insured's retirement, the amount of his term life insurance will be reduced by \$50,000, but not below \$10,000. The final reduction will be to \$10,000 and will remain \$10,000 for the remainder of his lifetime.
Exception: If the amount of term life insurance in effect at retirement is \$50,000, such amount will remain in effect for five years following retirement and upon the fifth anniversary of the insured's retirement will be reduced to \$10,000.
 - c. The insured may designate any individual(s) or trust(s) as beneficiary of his life insurance. The designation of a beneficiary for the term life insurance will not cause that person to be deemed a survivor under **Section 25** or for any other Company provided benefit. In the event the insured has not designated a beneficiary(ies) or the named beneficiary(ies) have pre-deceased him, the life insurance proceeds will be paid according to the following order:
 - 1) the insured's legal spouse or domestic partner (as defined in the D&S Plan), if alive;
 - 2) the insured's child(ren) in equal amounts, if there is no surviving spouse;
 - 3) the insured's parent(s) in equal amounts, if there is no surviving child; or
 - 4) the insured's estate, if there is no surviving parent.
 - d. The life insurance will provide for guaranteed insurability of all pilots on January 1, 2008, and all future pilots at date of hire, and will contain no exclusions from coverage, except the exclusion in Section 12.02 of the D&S Plan.
 - e. A pilot (or a ~~former~~ **13 B. 3. pilot-on-disability-status**) may elect an amount of life insurance, in lieu of the amount under **Section 25 H. 1. a.** as follows:
 - 1) During his first enrollment period as a new hire pilot (or the first enrollment period after an inactive NWA pilot or NWA disabled pilot first becomes eligible for benefits under **Section 25**), a pilot may elect any one of the following amounts of life insurance: \$50,000, \$200,000, \$300,000 ~~or \$400,000-~~, **\$400,000, or \$500,000.** The amount elected will be effective at the time the pilot's other enrollment elections become effective. From his date of hire, until that time, the pilot will have the amount of life insurance under **Section 25 H. 1. a.**
 - 2) During the annual open enrollment period (~~beginning with the annual open enrollment period conducted in 2009 for 2010-~~), or during an enrollment opportunity extended upon a pilot's return to active payroll status, a pilot (or a

- 1 | ~~former~~**13 B. 3. pilot-on-disability status)** may elect any one of the following
2 | amounts of life insurance, if the amount elected is lower than the amount the
3 | insured currently has in force: \$50,000, \$200,000, \$300,000, ~~or~~
4 | ~~\$400,000.~~**\$400,000 or effective starting with the 2013 open enrollment period,**
5 | **\$500,000.** The amount elected during annual open enrollment will be effective
6 | the following January 1 or when the pilot's other enrollment elections become
7 | effective, in the case of a pilot returning to active payroll status.
- 8 | **33) Effective no later than January 1, 2013, on a one-time basis, at retirement, a**
9 | **pilot (or a 13 B. 3. pilot) may elect \$50,000 as the amount of life insurance to**
10 | **be in effect upon retirement (subject to subsequent reduction under Section**
11 | **25 H. 1. b.).**
- 12 | **4) During the annual open enrollment period (beginning with the annual open**
13 | **enrollment period conducted in 2009 for 2010),, or during an enrollment**
14 | **opportunity extended upon a return to active payroll status, and subject to the**
15 | **submission of evidence of insurability satisfactory to the insurer, a pilot on active**
16 | **payroll status may elect any of the following amounts of life insurance, if the**
17 | **amount elected is higher than the amount the insured currently has in force:**
18 | **\$200,000, \$300,000, \$400,000, or the amount under Section 25 H. 1-a.1. a., or**
19 | **for enrollments effective on or after January 1, 2013, \$500,000.** The amount
20 | elected during open enrollment will be effective on the following January 1, or if
21 | later, when the evidence of insurability is approved by the insurer. The amount
22 | elected by a pilot returning to active payroll status will be effective when the
23 | pilot's other enrollment elections become effective, or if later, when the evidence
24 | of insurability is approved by the insurer.
- 25 | 2. The Company will provide administrative services, including payroll deduction, for an
26 | optional life insurance program under which its pilots, while in the active service of the
27 | Company as pilots, may purchase ~~additional amounts of optional~~ group life insurance
28 | ~~coverage~~**(in addition to the term life insurance provided by the Company under**
29 | **Section 25 H. 1.),** as follows:
- 30 | a. ~~Beginning January 1, 2009, each~~**Each** pilot may purchase optional ~~additional~~ group
31 | life insurance, in any amount desired, in multiples of \$25,000 for coverage amounts
32 | below \$1 million and in multiples of \$100,000 for coverage amounts of \$1 million or
33 | more, up to a maximum amount of \$1.5 million. The insurance carrier's requirements
34 | regarding evidence of insurability will apply.
35 | ~~Exception: For the period between October 30, 2008 and January 1, 2010, a former~~
36 | ~~NWA pilot may elect the amount of optional life insurance provided in the NWA~~
37 | ~~CBA.~~
- 38 | b. ~~No later than January 1, 2010, separate~~**Separate** tobacco user and non-tobacco user
39 | rates will apply to the optional ~~additional~~ life insurance in **Section 25 H. 2. a.**
40 | ~~Exception: On January 1, 2010, the amount of optional life insurance offered to a~~
41 | ~~former NWA pilot without evidence of insurability will be no less than the amount of~~
42 | ~~optional life insurance coverage the former NWA pilot had actively in force on~~
43 | ~~December 31, 2009, rounded up to the next highest \$25,000 increment.~~
- 44 | 3. The full cost of such optional ~~additional~~ group life insurance will be paid by each
45 | participating pilot- **(or 13 B. 3. pilot).**

- 1 | 4. ~~Pilots~~**A pilot (or 13 B. 3. pilot)** who ~~was~~**was** purchasing optional life insurance while in
2 | the active service of the Company as ~~pilots~~**a pilot** may, subject to the other terms and
3 | conditions of the insurance policy, continue such coverage while on disability status up to
4 | the FAA mandatory retirement age, by making appropriate arrangements with the
5 | Company to pay the premiums.
6 | ~~Exception: For a former NWA pilot, other than an inactive NWA pilot or NWA disabled~~
7 | ~~pilot, this provision is effective October 30, 2008.~~
8 | Note: For an inactive NWA pilot or NWA disabled pilot, this provision is effective as
9 | described in **Section 25 V. 4.**
- 10 | 5. Requests for optional ~~additional~~ group life insurance coverage, and any subsequent
11 | request for cancellation or changes in the amount of such coverage, must be submitted by
12 | ~~each participating pilot~~ to the Company in accordance with the procedures established by
13 | the Company. A request for coverage must be made before the end of the ~~pilot's~~
14 | enrollment period. A participating pilot **who is on active payroll status** may increase or
15 | decrease the amount of his coverage during annual enrollments and due to a family status
16 | change, if notice of the family status change is received by the Company within 30 days
17 | of the event creating the family status change. If a participating pilot desires to increase
18 | the amount of his coverage by more than one \$25,000 increment, satisfactory evidence of
19 | insurability must be submitted before coverage can become effective.
- 20 | ~~6. Effective January 1, 2009, each~~**6. Each** pilot may purchase optional group life
21 | insurance on the life of his or her spouse, in any amount desired, with coverage levels of
22 | \$20,000, \$30,000, or \$50,000, then in multiples of \$25,000 up to a maximum of
23 | \$250,000. **A participating pilot who is on active payroll status may increase or**
24 | **decrease the amount of his coverage during annual enrollments and due to a family**
25 | **status change, if notice of the family status change is received by the Company**
26 | **within 30 days of the event creating the family status change.** The insurance carrier's
27 | requirements regarding evidence of insurability will apply. ~~Effective January 1, 2010,~~
28 | ~~separate~~**Separate** tobacco user and non-tobacco user rates will apply to such optional life
29 | insurance on the life of the spouse.
30 | ~~Exception one: For the period between October 30, 2008 and January 1, 2010, a former~~
31 | ~~NWA pilot may elect the amount of optional life insurance provided in the NWA CBA.~~
32 | ~~Exception two: A former NWA pilot who, immediately prior to October 30,~~
33 | ~~2008~~**January 1, 2010** (or, if later, the date applicable to him under **Section 25 V. 4.**), is
34 | purchasing an amount of such insurance in excess of \$250,000 may continue to purchase
35 | such higher amount.
- 36 | 7. The Company will provide accidental death and dismemberment insurance coverage in
37 | one of the following amounts for each pilot for death or injury sustained while on duty
38 | (from rotation report to release):
39 | a. in the amount of \$1,000,000 while engaged in MAC flying, **other than between or**
40 | **within the United States, its territories (including Guantanamo Bay Naval Base)**
41 | **and its possessions, and Canada,**
42 | b. in the amount of \$1,000,000 resulting from, directly or indirectly, any declared or
43 | undeclared War (as defined in the Company's insurance policy) outside the United
44 | States, Canada and the pilot's jurisdiction of permanent residence, ~~or~~
45 | c. in the amount of \$500,000 due to felonious assault (as defined in the Company's
46 | insurance policy), ~~or~~

d. in the amount of \$1,000,000 while on board Company training flights, check flights, or test flights.

The pilot's beneficiary for such coverage will be the same as the beneficiary he designated for his Company-provided life insurance coverage.

8. Each pilot may purchase optional group life insurance on the life of his or her dependent child in such amounts, and subject to such conditions, that generally apply to other non-contract employees of the Company.

9. Each pilot may purchase optional accidental death and dismemberment coverage in such amounts, and subject to such conditions, that generally apply to other non-contract employees of the Company.

I. General

1. Eligibility for the insurance coverages included in this PWA will begin on the date that a pilot is employed or reemployed as a pilot or on the date that he is transferred to pilot status.

2. The Company will provide each pilot, **13 B. 3. pilot, and** pilot retiree with suitable evidence of coverage under the DPMP or the Delta Health Plan.

3. When a pilot, **13 B. 3. pilot, pilot** retiree, or survivor is given the opportunity to make a medical, dental, or vision coverage election under **Section 25** and fails to do so in a timely manner, ~~the pilot/pilot retiree~~ **such non-electing person** and his eligible family members ~~or the survivors of a deceased pilot/pilot retiree~~ will receive the medical, dental, and/or vision coverage in effect for the prior calendar year and will be treated in all respects as if the ~~pilot/pilot retiree/survivor~~ **non-electing person** had made an affirmative election for such coverage. ~~When~~ **Effective on and after January 1, 2013, when** a pilot fails to make a timely medical or dental election for initial coverage upon being hired by the Company, or for a year in which ~~the pilot's/pilot retiree's/survivor's~~ **an individual's** prior year's election is no longer available, ~~the pilot/pilot retiree/survivor~~ **he and the pilot's/pilot retiree's** his eligible family members will receive the ~~lowest premium~~ **medical option of the Delta Health Plan and dental option that the largest number of pilot participants are enrolled in** for the **prior** calendar year ~~(other than the no coverage option)~~ and will be treated in all respects as if the ~~pilot/pilot retiree/survivor~~ **he** had made an affirmative election for such coverage.

Exception one: ~~If a former NWA pilot (other than~~ **This exception applies to an inactive NWA pilot or NWA disabled pilot) or a pilot retiree who is a former NWA pilot (other than an inactive NWA pilot or NWA disabled pilot), or the survivor of either, fails to make a timely medical, dental or vision election in the open enrollment for individual who is eligible to make an election for medical and dental coverage to be effective January 1, 2010, then such individual and the individual's 2013, had elected any option under the DPMP in 2012, and fails to make an election for 2013. Such individual (and his eligible family members) will be provided with coverage receive the DPMP effective January 1, 2010, 2013 and will be**

1 treated in all respects as if ~~the individual he~~ had made an affirmative election for such
2 coverage, ~~as follows:~~

- 3 ~~(a) if both medical and dental coverage were maintained in 2009 under the NWA~~
4 ~~Health Plan, then both medical and dental coverage will be provided in 2010~~
5 ~~under DPMP Option N;~~
- 6 ~~(b) if only medical coverage (and no dental coverage) was maintained in 2009 under~~
7 ~~the NWA Health Plan, then both medical and dental coverage will be provided in~~
8 ~~2010 under DPMP Option N;~~
- 9 ~~(c) if only dental coverage (and no medical coverage) was maintained in 2009 under~~
10 ~~the NWA Health Plan, then only dental coverage (and no medical coverage) will~~
11 ~~be provided in 2010 under the comprehensive dental option;~~
- 12 ~~(d) if neither medical nor dental coverage was maintained in 2009 under the NWA~~
13 ~~Health Plan, then neither medical nor dental coverage will be provided in 2010;~~
14 ~~and~~
- 15 ~~(e) no vision coverage will be provided in 2010.~~

16 Exception two: If, after January 1, 2010, an inactive NWA pilot or NWA disabled pilot
17 becomes eligible for medical, dental, and vision benefits ~~in accordance with~~ **under**
18 **Section 25 V. 4.** and does not ~~make a~~ **make a** timely ~~make a~~ medical, dental, or vision election
19 during his initial enrollment period, then such former NWA pilot and his eligible family
20 members will be provided with coverage and will be treated in all respects as if the
21 former NWA pilot had made an affirmative election for such coverage as follows:

- 22 ~~(a) if.~~ **If both medical and dental coverage were maintained under the NWA Health Plan**
23 **PPO Option B** up to the time that the former NWA pilot became eligible ~~in~~
24 ~~accordance with~~ **under Section 25 V. 4.**, then both medical and dental coverage will
25 be provided for that year under ~~the DPMP Option N;~~ **or, if applicable based on zip**
26 **code, the DPMP OOA.**
- 27 ~~(b) if.~~ **If only medical coverage (and no dental coverage) was maintained under the**
28 **NWA Health Plan PPO Option B** up to the time that the former NWA pilot became
29 eligible ~~in accordance with~~ **under Section 25 V. 4.**, then both medical and dental
30 coverage will be provided for that year under ~~DPMP Option N;~~ **the DPMP, or, if**
31 **applicable based on zip code, the DPMP OOA.**
- 32 ~~(c) if.~~ **If only dental coverage (and no medical coverage) was maintained under the**
33 **NWA Health Plan PPO Option B** up to the time that the former NWA pilot became
34 eligible ~~in accordance with~~ **under Section 25 V. 4.**, then only dental coverage (and no
35 medical coverage) will be provided for that year under ~~the comprehensive dental~~
36 ~~option;~~ **Delta Health Plan Comprehensive Dental Option.**
- 37 ~~(d) if.~~ **If neither medical nor dental coverage was maintained under the NWA Health**
38 **Plan** up to the time that the former NWA pilot became eligible ~~in accordance~~
39 ~~with~~ **under Section 25 V. 4.**, then neither medical nor dental coverage will be
40 provided for that year; ~~and.~~
- 41 ~~(e) no.~~ **No vision coverage will be provided for that year.**

- 42 4. Notwithstanding anything to the contrary in **Section 25**, any pilot on inactive payroll
43 status **(or 13 B. 3. pilot)** who in any year (including the year of commencement of
44 inactive payroll status) elects (or is deemed to have elected) not to maintain any of the
45 medical or vision coverages offered to such individual hereunder will, thereafter, not be

1 | offered the right to elect medical or vision coverage for ~~the pilot~~**himself** and ~~the pilot's~~**this**
2 | eligible family members in any subsequent year during which he is on inactive payroll
3 | status (until he returns to active payroll status). Likewise, such individual who in any
4 | year (including the year of commencement of inactive payroll status) elects (or is deemed
5 | to have elected) not to maintain any of the dental coverages offered to such individual
6 | hereunder will, thereafter, not be offered the right to elect dental coverage for ~~the~~
7 | ~~pilot~~**himself** and ~~the pilot's~~**this** eligible family members in any subsequent year during
8 | which he is on inactive payroll status (until he returns to active payroll status).

- 9 | 5. The Company--provided portion of the post-retirement medical and dental claims will be
10 | paid through one or a combination of the following, as elected by the Company:
11 | a. through the accumulated surplus funds (using part or all of such surplus) in the Delta
12 | Pilots Disability and Survivorship Trust ("D&S Trust"); or
13 | b. future contributions to a 501(c)(9) trust fund; or
14 | c. direct payment of such claims by the Company.

15 | Note: The D&S Trust surplus for this purpose is the excess of the plan assets over 110%
16 | of the present value of the D&S Plan (including the NWA LTD Plan) benefits for current
17 | and future expected beneficiaries of the D&S Plan (including the NWA LTD Plan). The
18 | present value of benefits for this purpose will be determined on a basis to be established
19 | and agreed upon by the Company and the Association.

- 20 | 6. The Company and the Association agree that the DPMP will be amended to the extent
21 | necessary to reflect the terms of **Section 25**.
22 | 7. The DPMP will remain without change unless agreed to by both the Company and the
23 | Association.
24 | 8. Applicable provisions of **Section 25** will remain effective provided that the DPMP
25 | remains approved by the United States Department of Treasury, the United States
26 | Department of Labor, and any other governmental agency with jurisdiction over such
27 | plan. The Company will make every reasonable effort to maintain the approval of this
28 | plan by any agency with jurisdiction thereover.

- 29 | ~~9. Notwithstanding anything to the contrary in **Section 25**, while on FMLA leave, a pilot~~
30 | ~~will be eligible for the benefits described in **Section 13 H. 5**.~~

31 |
32 | J. Accident Insurance for Private Flying

- 33 |
34 | 1. To the extent available from a commercial insurance company, the Company will
35 | continue to provide a separate group accident insurance program to cover the employee
36 | only while he is operating or performing the duties of an aircraft flight crewmember in
37 | any properly licensed private aircraft or military aircraft provided the employee is
38 | properly licensed and currently qualified to fly such private or military aircraft.
39 | 2. Cost of this coverage will be borne entirely by the employee. Cost of this coverage may
40 | increase or decrease depending upon actual experience.
41 | 3. To be eligible for this coverage, the employee must be a participant in the Voluntary
42 | Delta Group Accident Insurance program.
43 | 4. The employee may elect an amount of coverage up to 50 times the number of logbook
44 | pilot hours, rounded to the next \$15,000 increment, or the amount of coverage enrolled
45 | for under the Voluntary Delta Group Accident Insurance program, whichever is the lesser
46 | amount.

~~Exception: For the period between October 30, 2008 and January 1, 2010, a former NWA pilot may elect the amount of accident insurance for private flying, if any, provided in the NWA CBA.~~

5. In addition to the regular policy exclusions, the following exclusions will also apply:
 - a. flying in an aircraft certified by the FAA as experimental, restricted, or limited, or prototype aircraft, or
 - b. waived flying, crop dusting, stunt flying (other than legal aerobatic flying in an aircraft specifically approved by the FAA for such purposes and in an area and at an altitude approved by the FAA), test flying, flight instruction or while participating in speed and/or endurance contests.
6. The indemnity payable under this option will be reduced by the amounts paid or payable under any other provision of the Voluntary Delta Group Accident Insurance program for loss sustained as a result of the same accident.
7. The pilot (**or 13 B. 3. pilot**) may continue this coverage at retirement. At retirement, coverage reduces to 50% of the insurance amount in effect before retirement, rounded to the next highest \$15,000 increment. At age 80, the coverage is further reduced by 50% (rounded to the next highest \$15,000 increment) to a minimum of \$15,000. Premiums are reduced proportionally whenever coverage reduces.

K. FAA Required Physical Examinations

1. A pilot will be reimbursed for his FAA physical after submission of his FAA First Class Medical Certificate to Flight Crew Records. The FAA physical reimbursement in 2009 ~~will be \$191~~ **2012 is \$233.00** when an EKG is required or ~~\$146~~ **\$142.00** if an EKG is not required. Such reimbursement will be credited to a pilot's mid-month paycheck, following the month in which his FAA First Class Medical Certificate is submitted. This reimbursement:
 - a. will be made once every six months for Captains and type-rated First Officers (in categories utilizing relief pilots).
 - b. will be made once every 12 months for a First Officer under age 60 who is not in a category utilizing relief pilots.
 - c. will be made once every six months for a First Officer age 60 or older.
 - d. will be increased on an annual basis each January 1st equal to the percentage of the annual increase in health care costs in the Delta Health Plan/DPMP as determined by the Company and communicated to ALPA.
 - e. will be for the higher amount on the first reimbursement of each calendar year beginning in the year the pilot attains the age of 40.
 - f. will be for the higher amount for the first reimbursement of the calendar year in which the pilot attains the age of 35.
2. A pilot who is scheduled for training for a new position and is notified (via a bid posting or an advance entitlement or displacement award) that he must have a First Class Medical Certificate that is current (within six months) on the date of his scheduled completion of training and who does not possess such a Certificate, will be reimbursed after he submits such FAA First Class Medical Certificate to Flight Crew Records.
3. Evaluations required for recertification will be fully reimbursed upon submission of documentation (i.e., credited an amount equal to the total of the fees incurred by the pilot

in the recertification process) and will re-establish the six or 12-month cycle for the recertified pilot.

4. Pilots requiring other than a standard FAA physical examination (i.e., any additional medical evaluation and/or testing required by the FAA to obtain a First Class Medical Certificate) will also be fully reimbursed for the cost of such physical ~~thereof~~. A pilot who is not fully reimbursed for such other than standard FAA physical examination through the process in *Section 25 K. 1.* or *2.*, may submit a reimbursement request for the additional costs.
5. In the event the requirements to obtain an FAA First Class Medical Certificate change to include additional testing and/or additional frequency, the costs of such additional testing and/or frequency will also be reimbursed. In such event, the Company and the Association will meet and confer to adjust the reimbursement amounts in *Section 25 K. 1.*

L. Medical and Dental Plan Claims and Appeals

1. ~~4.~~ For enrollees in the DPMP, the claims review and appeal procedures of the DPMP's applicable third party administrator (medical, dental, pharmacy or behavioral) will apply to the DPMP benefits, as such procedures exist from time to time.
2. **An external independent voluntary review will be available as a part of the DPMP and Delta Health Plan appeal process for medical claim denials that are clinical in nature. Such review will take into account the information in the claim file including any additional information available to and presented by the participant regarding the denied claim (whether or not presented or available when a prior decision on the claim was made).**
3. **Effective no later than January 1, 2013, if a DPMP or Delta Health Plan participant chooses to pursue the external independent voluntary review described in *Section 25 L. 2.* and prior to the date he requests such review, the participant has used the services provided by a health advocate under the Plans' Delta Health Direct service (or, in the case of a behavioral health or substance abuse claim, the services of a UBH care advocate), then, at the request of the pilot, former pilot or survivor who is the primary member in the plan covering the participant, the Company will provide an independent health care advisor to assist the participant with such external independent voluntary review. The independent health care advisor will be chosen from a resource designated by the Company, but will be independent of the claims administrator that adjudicated the claim.**
4. For ~~enrollees~~**participants** in either the DPMP or the Delta Health Plan (but not in an HMO), after a participant has pursued ~~the all~~ applicable claims review and appeal procedures (**including any external independent voluntary review**) under the DPMP or the Delta Health Plan, as applicable, the participant will have the right to grieve a denied claim in excess of \$1,000 under LOA #75 (Benefit Review Board).
5. **The Company will facilitate electronic access to coverage determination guidelines that claims administrators and external reviewers use to determine medical or behavioral health and substance abuse claims under the DPMP.**

M. Association Retirement and Insurance Committee

Section 25 – Medical, Dental, Life Insurance and Other Benefits

1. A Retirement and Insurance Committee ~~consisting of two regular members plus one alternate member~~ will be established by the Association, ~~the membership of the Committee being drawn from members of the Association.~~
2. The Committee will collect and evaluate the data described in the chart in **Section 25 M. 2.**, which will be furnished to the Committee by the Company by the dates so indicated. In no case will a copy of any report made to a government department or agency be due to the Committee prior to 30 days after the deadline set by such department or agency for that report, including extensions:

	Data To Be Provided:	To Be Provided By:
a.	Actuarial Report of D&S Plan (including NWA LTD Plan after merger into the D&S Plan)	December 7
b.	Quarterly Trust Report of the D&S Plan (including the NWA LTD Plan after merger into the D&S Plan)	60 days following the end of the quarter.
c.	Quarterly reports relative to each advisor involved in the investment of assets of the D&S Plan (including NWA LTD Plan after merger into the D&S Plan))	60 days following the end of the quarter.
d.	Annual Return/Report of Employee Benefit Plan (Form 5500)	May 1 following the end of the Plan year
e.	IRS (Form 990)	March 1 following the end of the Plan year

3. The Committee will meet quarterly (at Committee request) to advise the Company of problems in regard to administration of the plans subject to bargaining under **Section 25**, and to work with the Company toward resolving such problems within the framework of the Agreement between the Company and the Association. Additionally, the Committee Chairman may review the portfolio and related information once each year.
4. For the DPMP and the Delta Health Plan (excluding HMO's), the Company will determine the full cost of COBRA continuation coverage and pilot retiree and survivor coverage, and will provide the Committee the documentation upon which those determinations are based.
5. The Company will provide to the Committee, upon its request, the following for the plans subject to bargaining under **Section 25**:
 - a. Summary Plan Description.
 - b. Announcements and informational communications to participants in general.
 - c. Forms to be completed by participants.
 - d. Benefit statements (if accompanied by an appropriate release from the affected pilot(s) **or 13 B. 3. pilot(s).**

~~N. Pilot Retiree Premiums and Expenses Payable on Pre-tax Basis, Subject to IRS Approval~~

- ~~1. If, when and so long as approved by the IRS, the Company will allow pilot retirees to pay medical, dental and vision premiums, deductibles and expenses with pre-tax dollars (under a premium conversion plan and/or a cafeteria plan, possibly including the Delta Pilots Cafeteria Plan) by reducing their monthly non-qualified retirement payments. The Association will propose a design for such plan to the Company, including an explanation of (and a proposed treatment for) any FICA and income tax liability. If the Company determines that such proposal will not result in any increased cost to the Company (excluding the cost of administering the plan), the Company will, within 120 days from the date that the Association provides the proposal to the Company, submit a request to the IRS for formal approval of the plan (i.e. that such proposed plan and the proposed tax treatment is permitted by law and that the tax treatment of such payments is as proposed in the plan and/or in the submission to the IRS). The Company and the Association will cooperate with respect to such submission and the Company will use reasonable efforts to advance arguments in favor of IRS approval.~~
- ~~2. Notwithstanding the foregoing, the Company agrees to meet with the Association to discuss whether any future IRS developments may permit the Company to implement such a program.~~

N. Reserved

O. Procedure to Amend DPMP

1. The Company will provide to the Association a draft amendment to the DPMP within 120 days following the parties' agreement to modify it (e.g., through an amended PWA or a LOA). The draft amendment will include all modifications to the DPMP that the Company determines are required by the parties' agreement. The Association will provide the Company its written comments on the language in the draft amendment that reflects the specific modification resulting from the parties' agreement (the "modified language") within 60 days following its receipt of the draft amendment. The Company and the Association will, if necessary, within 30 days following the Company's receipt of the Association's comments, meet and confer to reach agreement on final wording of the modified language. The parties will continue to meet, over a period of up to 90 days, as frequently as necessary to reach agreement on the final wording of the modified language.
2. Either the Company or the Association, with the approval of the other party, may waive any time limit provided in **Section 25 O. 1.**
3. Notwithstanding **Section 25 O. 1.** and **2.**, the Company will timely amend the DPMP to the extent necessary to maintain such Plan's tax-favored or legal status, and the Association maintains its right to file a grievance with respect to any such amendment that it determines violates the PWA.

P. Domestic Partner Benefits

~~Pilots, former **13 B. 3.** pilots removed from the seniority list on or after July 1, 2001 under **Section 13 B. 3.**, and pilot retirees, and their dependents and survivors, will be provided with domestic partner benefits no less favorable than the domestic partner benefits provided to any other employee of the Company.~~

~~Exception: Until January 1, 2010, a former NWA pilot will be provided with domestic partner medical benefits under the NWA CBA and/or NWA corporate policy.~~

Q. ALPA-Sponsored Member Benefit Plans

The Company will automatically deduct from a pilot's paycheck and remit to the Association, an amount identified in the electronic invoice from the Association to Delta for ~~any of the following Association sponsored member benefits: Group Term Life Insurance; 10-Year Level Term Life Insurance; Accidental Death & Dismemberment Insurance; Short-Term Disability; Long-Term Disability; Long-Term Care; Lump Sum Loss of License; and Monthly Loss of License.~~ **Association sponsored member benefits.** The Association agrees to indemnify the Company for any liability that any pilot may assert against the Company, its officers, directors or employees, as the result of the pilot's participation in any ALPA-sponsored plans, other than liability arising from the Company's willful failure to perform the function of deducting amounts from the pilot's pay and forwarding such amounts to the Association. The Association will provide to the Company an electronic invoice in a mutually acceptable form.

R. Substance Abuse Treatment

The Company will pay for 100% of the cost of Company-approved inpatient residential substance abuse treatment incurred by a pilot regardless of his medical plan election.

S. COBRA Option for Pilots ~~who Retire after June 1, 2006 and for Survivors of Pilots who Die after June 1, 2006~~

The Company will provide a COBRA election upon retirement to a pilot (**or 13 B. 3. pilot**) and his eligible family members who are enrolled in coverage at that time. ~~The Company will also provide a COBRA election to a survivor of a deceased pilot who dies prior to retirement at the time the deceased pilot would have reached age 60, if such survivor is enrolled in coverage at that time.~~ Such COBRA election will provide the pilot retiree, **and** eligible family members ~~and survivors~~ with the coverage options that are then currently available under the DPMP and Delta Health Plan. If COBRA coverage is elected, the pilot retiree ~~or survivor~~ will pay the full COBRA premium. At the end of the maximum COBRA period, if enrolled in coverage at that time **and if not yet Medicare eligibility age**, such pilot retiree ~~or survivor~~ will be extended an election to enroll in retiree ~~or survivor~~ coverage under the DPMP or Delta Health Plan (including the no coverage option) based on his benefit zip code and age (pre- or, **if applicable under Section 25 C. 4.**, post-Medicare) and will pay the applicable retiree ~~or survivor~~ premium for such coverage under **Section 25 C.** ~~or D.~~ as if he had never elected COBRA coverage.

~~Exception one: A former NWA pilot who becomes a pilot retiree prior to January 1, 2010 and his eligible family members will have COBRA rights as appropriate under the NWA Health Plan, and commencing January 1, 2010 will be offered the retiree medical options as provided in Section 25 C.~~

~~Exception two: The survivor of a former NWA pilot who dies before retirement and would have reached age 60 prior to January 1, 2010 will have COBRA rights as appropriate under~~

Section 25 – Medical, Dental, Life Insurance and Other Benefits

~~the NWA Health Plan, and commencing January 1, 2010, will be offered the survivor medical options as provided in **Section 25 D.**~~

T. Health Coverage Tax Credit

In the event ~~the Delta Pilots Retirement Plan terminates and~~ the regulations governing the Health Coverage Tax Credit (HCTC) under Section 35 of the Internal Revenue Code (or the interpretation thereof) ~~changes~~**change**, the Company and the Association will meet to discuss necessary modifications, if any, to such COBRA continuation coverage or retiree medical and dental coverage that are designed to achieve additional savings for the Company, at no additional cost to pilot retirees, and survivors, through application of the HCTC. Such modifications will comply with all applicable law and regulation.

~~U. Prior NWA Pilots – Medical, Dental and Optional Insurance Benefits and Survivor Benefits~~

~~1. **Section 25 U.** applies to a prior NWA pilot and his eligible survivors under the NWA CBA (or under the terms of any prior NWA collective bargaining agreement, as applicable). **Section 25 U.** does not apply to an individual covered by the order of the bankruptcy court in the NWA bankruptcy case pursuant to section 1114 of the bankruptcy code with respect to benefits covered by such order.~~

~~2. The Company will provide an individual to whom **Section 25 U.** applies with the following benefits, if any, to which he is entitled under the NWA CBA (or under the terms of any prior NWA collective bargaining agreement, as applicable):~~

~~a. Post-retirement medical and dental benefits, U. **Reserved**~~

3)

~~b. COBRA benefits,~~

~~c. Optional life and dependent life insurance benefits, and optional AD&D insurance benefits, to the extent such insurances remain commercially available, and provided the individual pays the full cost of such insurances,~~

~~d. Pre-retirement survivor medical and dental benefits, and~~

~~e. Post-retirement survivor medical and dental benefits.~~

~~3. Nothing in this **Section 25 U.** will be interpreted to mean that the dollar amount of the premiums for the coverages described in **Section 25 U. 2. a. – e.** will not change.~~

V. NWA Disabled Pilots, **and** Inactive NWA Pilots ~~and Certain Previously Disabled Pilots~~ – Medical, Dental and Optional Insurance and Survivor Benefits

1. **Section 25 V.** applies to a NWA disabled pilot, **and** an inactive NWA pilot, ~~a former NWA pilot who had received a Disability Retirement Pension from the NWA Pension Plan that ceased due to his attainment of age 60,~~ and eligible survivors under the NWA CBA, unless and until he returns under **Section 25 V. 4.** **Section 25 V.** does not apply to an individual covered by the order of the bankruptcy court in the NWA bankruptcy case pursuant to section 1114 of the bankruptcy code with respect to benefits covered by such order.

Section 25 – Medical, Dental, Life Insurance and Other Benefits

2. The Company will provide an individual to whom **Section 25 V.** applies with the following benefits, if any, to which he is entitled under the NWA CBA:
 - a. Pre-retirement and post-retirement medical and dental benefits,
 - b. COBRA benefits,
 - c. Optional life and dependent life insurance benefits, and optional AD&D insurance benefits, to the extent such insurances remain commercially available, and provided the individual pays the full cost of such insurances,
 - d. Pre-retirement survivor medical and dental benefits, and
 - e. Post-retirement survivor medical and dental benefits.
3. Nothing in this **Section 25 V.** will be interpreted to mean that the dollar amount of the premiums for the coverages described in **Section 25 V. 2. a. – e.** will not change.
4. A- pilot to whom **Section 25 V.** applies will become eligible for the benefits provided to pilots under **Section 25** at the following times:
 - a. In the case of an NWA disabled pilot who had been receiving a Disability Retirement Pension from the NWA Pension Plan, upon his successful completion of qualification training,
 - b. In the case of an NWA disabled pilot who had been receiving disability benefits from the NWA LTD Plan, ~~or a former NWA pilot~~ who had received a Disability Retirement Pension from the NWA Pension Plan that ceased due to his attainment of age 60, when he presents a first class medical certificate to the Company and the Company determines that he meets the applicable physical standards under **Section 15 B., or**
 - ~~c. In the case of an NWA disabled pilot who had been on NWA sick leave immediately before his return to duty, when he reports for duty, or~~
 - ~~d.~~ c. In the case of an inactive NWA pilot, when he returns to active payroll status under **Section 13 C.** and **Section 15 B.**, if applicable.

1 SECTION 26

2
3 RETIREMENT AND DISABILITY BENEFITS

4
5 A. Definitions

- 6
7 **1. “13 B. 3. pilot” means a former pilot removed from the seniority list under *Section***
8 ***13 B. 3.*, on or after June 1, 2006, who is receiving disability benefits from the D&S**
9 ***Plan. Upon cessation of disability benefits, termination or retirement, such former***
10 ***pilot will cease to be a 13 B. 3. pilot.***
11 2. “Active payroll status” means the status of a pilot who is not on inactive payroll status.
12 3. “D&S Plan” means the Delta Pilots Disability and Survivorship Plan, as Amended and
13 Restated, Effective July 1, 1996, as amended. ~~On and after the merger of the NWA LTD~~
14 ~~Plan into the D&S Plan on October 30, 2008, under *Section 26 Q. 8.*, a~~ reference in the
15 PWA to the D&S Plan will exclude the NWA LTD Plan unless such reference in the
16 PWA states otherwise.
17 4. “D&S Plan participant” means a person who is receiving or is entitled to receive benefits
18 under the D&S Plan.
19 5. “DC Plan” means the Delta Pilots Defined Contribution Plan, as Amended and Restated
20 Effective January 1, 2009, as amended.
21 6. “DC Plan participant” means a person who is receiving or is entitled to receive benefits
22 under the DC Plan.
23 7. “Delta Pilots’ Retirement Plan” means the Delta Pilots Retirement Plan as Amended and
24 Restated, Effective July 1, 1996, as amended.
25 8. “Delta Pilots’ Savings Plan” or “DPSP” means the Delta Pilots Savings Plan, effective
26 January 1, ~~2008~~**2009**.
27 9. “Disability status,” “disability,” or “disablement” means being eligible for and receiving
28 disability benefits from the D&S Plan.
29 **Note one: A 13 B. 3. pilot is considered in disability status, disability or disablement**
30 **until cessation of disability benefits, retirement or termination.**
31 **Note two: A pilot (or 13 B. 3. pilot) who has reached the maximum period of**
32 **disability under the D&S Plan for psychiatric conditions, alcoholism, and/or drug**
33 **abuse is not on disability status, disability or disablement after the end of that**
34 **period of disability.**
35 Exception: This definition does not apply to a NWA disabled pilot.
36 10. “DPMA” means Delta Pilots Mutual Aid.
37 11. “DPMA disability benefit” means the optional supplemental disability benefit payable by
38 DPMA to an eligible DPMA participant.
39 12. “DPMA dues” means the dollar amount of dues charged by DPMA for membership in
40 DPMA.
41 13. “DPMA equivalent disability benefit” means the optional supplemental disability benefit
42 ~~payable to a former NWA pilot who is eligible for and elects coverage under~~**described in**
43 ***Section 26 Q. 43. b.***
44 14. “DPSP participant” means a person who is receiving or is entitled to receive benefits
45 under the DPSP.
46 15. “Earnings” means, for the purposes of a retirement or welfare benefit plan under *Section*

Section 26 – Retirement and Disability Benefits

- 1 **26**, the amount of a participant's remuneration that forms the basis for contributions or
2 benefits under that plan.
- 3 16. "FAA mandatory retirement age" means the latest age under Part 121 of the FARs
4 or other applicable statutes that a pilot can serve as a PIC or SIC.
- 5 17. "FMLA leave" means a leave of absence described in **Section 13 H**.
- 6 18. "Former NWA pilot" means a pilot who was an employee of NWA and whose name
7 appeared on the NWA seniority list on the day preceding October 30, 2008.
- 8 19. "Inactive NWA pilot" means a former NWA pilot who on October 30, 2008 was not in
9 active payroll status, including but not limited to furlough, military leave exceeding 30
10 consecutive days, personal leave, family leave, medical leave, maternity leave or
11 disciplinary suspension; **and has not returned to active payroll status as described in**
12 **Section 25 V. 4. c.**
- 13 ~~Note one: A former NWA pilot on union leave is not an inactive NWA pilot.~~
14 ~~Note two: An NWA disabled pilot is not an inactive NWA pilot.~~
- 15 20. "Inactive payroll status" means the status of a pilot who is furloughed, receiving benefits
16 under the D&S Plan, military leave that exceeds 30 consecutive days, medical leave,
17 personal leave (**other than known personal leave**), FMLA leave, maternity leave, or a
18 pilot on a disciplinary suspension.
- 19 21. "NWA" means Northwest Airlines, Inc.
- 20 22. "NWA CBA" means the terminated NWA pilots' collective bargaining agreement that
21 was in effect on the day preceding October 30, 2008.
- 22 23. "NWA disabled pilot" means a former NWA pilot whose disabling condition arose prior
23 to October 30, 2008 and either (a) is eligible for and receiving disability benefits from
24 either the NWA Pension Plan or the NWA LTD Plan ~~on or after October 30, 2008~~, or (b)
25 **is a pilot who** was eligible for and receiving disability benefits from ~~either the NWA~~
26 Pension Plan until he attained age 60 ~~during the period from~~ **on or after** December 13,
27 2007 ~~through October 30, 2008~~ whether or not he commenced normal retirement benefits
28 at age 60 or older from the NWA Pension Plan or the NWA Excess Plan. ~~A former~~
29 ~~NWA pilot who is on NWA sick leave on October 30, 2008 is considered a NWA~~
30 ~~disabled pilot while he remains on NWA sick leave after October 30, 2008.~~
- 31 24. "NWA Excess Plan" means the Northwest Airlines Pension Excess Plan for Pilot
32 Employees ~~as established and maintained the day prior to October 30, 2008 under the~~
33 ~~governing documentation in effect at that date, including, without limitation, the Plan~~
34 ~~Statement, as amended, and all applicable letters of agreement between NWA and the~~
35 ~~Association.~~
- 36 25. "NWA LTD Plan" means the Northwest Airlines LTD Plan for Pilot Employees as
37 ~~established and maintained the day prior to October 30, 2008 under the governing~~
38 ~~documentation in effect at that date, including, without limitation, the Plan Statement as~~
39 ~~amended, the related VEBA (until the time the related VEBA is terminated under~~ **Section**
40 **incorporated in the D&S Plan.**
- 41 ~~Q. 8.), and all applicable letters of agreement between NWA and the Association.~~
- 42 26. "NWA MP3" means the Northwest Airlines Money Purchase Plan for Pilot Employees **as**
43 **incorporated in the DC Plan.**
- 44 ~~Exception: Effective on October 30, 2008, the 18-month rule under Section 22 D.3. of the~~
45 ~~NWA CBA will no longer apply.~~
- 46 23. "NWA MP3" means the Northwest Airlines Money Purchase Plan for Pilot Employees as

- 1 | established and maintained the day prior to October 30, 2008 under the governing
2 | documentation in effect at that date, including, without limitation, the Plan Statement as
3 | amended, the related trust, Letter of Agreement 2007-11 between NWA and the
4 | Association and any other applicable letters of agreement between NWA and the
5 | Association, the final term sheets and addenda dated December 7, 2007, but only to the
6 | extent such documents relate to the Northwest Airlines Money Purchase Plan for Pilot
7 | Employees and subject to the changes and amendments described in **Section 26 R. 3.**
8 | 27. “NWA Pension Plan” means the Northwest Airlines Pension Plan for Pilot Employees as
9 | established and maintained the day prior to October 30, 2008 under the governing
10 | documentation in effect at that date, including, without limitation, the Plan Statement as
11 | amended, the related trust, and all applicable letters of agreement between NWA and the
12 | Association. **amended.**
13 | Exception: Effective on October 30, 2008, the 18-month rule under Section 22 D. 3. of
14 | the NWA CBA will no longer apply.
15 | 25. “NWA RSP” means the Northwest Airlines Retirement Savings Plan for Pilot Employees
16 | as established and maintained the day prior to October 30, 2008 under the governing
17 | documentation in effect at that date, including, without limitation, the Plan Statement as
18 | amended, the related trust, and all applicable letters of agreement between NWA and the
19 | Association and subject to the changes and amendments described in **Section 26 R. 2.**
20 | 28. “NWA seniority list” means the NWA integrated pilots’ system seniority list.
21 | 29. “Pilot retiree” means a pilot (**or 13 B. 3. pilot**) who retired after ~~January~~**June 1,**
22 | ~~1997~~**2006** or a former NWA pilot who retired after October 30, 2008.
23 | Exception: A NWA disabled pilot is not a pilot retiree.
24 | ~~28. “Prior NWA pilot” means an individual who is not a former NWA pilot but whose name~~
25 | ~~appeared on the NWA seniority list at any date prior to the day preceding October 30,~~
26 | ~~2008.~~
27 | 30. “Retired” means the termination of the pilot’s employment **of a pilot (or 13 B. 3. pilot)**
28 | under circumstances that enable him to receive an early, normal, or deferred retirement
29 | benefit under the Delta Pilots Retirement Plan or the DC Plan, or an early, normal, late or
30 | deferred retirement pension (but not a terminated vested benefit) under the NWA Pension
31 | Plan ~~or if his only benefit is in the NWA MP3 and/or the NWA RSP and he is at least age~~
32 | ~~50 at termination of employment, a distribution under the NWA MP3 and/or the NWA~~
33 | ~~RSP.~~
34 | Note: A NWA disabled pilot is not considered retired.
35 | ~~30. “Retired pilot” means a pilot retiree and a person who retired from the Company as a~~
36 | ~~pilot on or before January 1, 1997.~~
37 | 31. “Savings Plan” means the Delta Family-Care Savings Plan.
38 | 32. “Service provider” means any entity, other than the Company, that provides any services
39 | for the DPSP including, but not limited to, the record-keeper and trustee.
40 | 33. “Top-up disability benefit” means the supplemental disability benefit payable to a former
41 | NWA pilot under **Section 26 Q. 54.**
42 |

Section 26 – Retirement and Disability Benefits

B. Plan Benefits, Costs and Guarantees

1. The Company will pay the full cost of providing benefits under the D&S Plan (**including the NWA LTD Plan**).
2. The Company will pay the entire cost of providing retirement benefits derived from the contribution formula under the DC Plan (**including the NWA MP3**) and the DPSP.
3. The Company has established a separate trust for the D&S Plan (including the NWA LTD Plan) under Section 501(c)(9) of the Internal Revenue Code, as amended.
4. The Company will pay the full cost of providing benefits under the NWA Pension Plan; ~~the NWA Excess Plan, the NWA RSP, the NWA MP3 and the NWA LTDE excess Plan.~~

C. Delta Pilots Savings Plan (DPSP)

~~Pilots~~ **The following is intended to be a summary of certain provisions of the DPSP. The terms, conditions and limitations of the DPSP, amended as provided in Section 26. C. 8., will control in the event of any conflict or difference between Section 26 and the DPSP. Detailed information about Plan terms is set forth in the DPSP plan document and Summary Plan Description.**

1. **A pilot (or 13 B. 3. pilot)** will be eligible to participate in the DPSP, ~~as amended to incorporate the provisions of Section 26 L.,~~ including a cash or deferred arrangement, which is intended to qualify under Section 401(k) of the Internal Revenue Code of 1986, as amended. The cash or deferred arrangement will not have the effect of reducing other pay-related benefits provided by the Company.
- ~~1. The DPSP will also make available to DPSP participants an individual brokerage link account investment option that is equivalent to the individual brokerage link account investment option made available under the DC Plan, as such option may be amended from time to time.~~
- ~~2. As part of the Company's next application with the IRS for a determination letter regarding the qualified status of the DPSP (to be filed by January 31, 2009, the deadline for the next such filing opportunity available to the Company under the IRS's filing cycle procedures), the Company will submit an amendment allowing participants on disability to make contributions to the DPSP (pre-tax, Roth and other after-tax contributions), on the same basis as pilots on active payroll status. For this purpose, the earnings of a participant on disability will include disability benefits he receives from the D&S Plan. Such contributions will be allowed beginning with the first day of the first calendar quarter following receipt of approval of the amendment from the IRS and will apply prospectively to future disability payments or other earnings of participants on disability. For this purpose, participants on disability will include former pilots who are removed from the seniority list under Section 13 B. 3. on or after June 1, 2006 and continue to receive disability benefits from the D&S Plan. During the approval process, the Company will meet and confer with the Association regarding comments by the IRS on the Company's application for approval of such amendment. In addition, if in relation to such review, the IRS requires changes to such draft amendment or elsewhere to the DPSP in order to maintain its qualified status or receive the determination letter, those changes will be made to the DPSP by the Company after meeting and conferring with the Association. If the proposed amendment permitting contributions by participants on~~

- 1 ~~disability is not approved by the IRS, the changes described in this paragraph will not be~~
2 ~~executed nor implemented.~~
- 3 2. ~~Beginning on December 1, 2007, the~~ **The Company contribution to the DPSP is 2% of**
4 **a pilot's earnings. Company contributions to the DPSP that are made on account of**
5 **earnings paid in each regular semi-monthly payroll check will be made no later than**
6 **15 days following the date such semi-monthly payroll check is issued.**
- 7 3. **While in disability status receiving disability benefits from the D&S Plan (not from**
8 **the NWA Pension Plan or NWA LTD Plan), a pilot and a 13 B. 3. pilot will be**
9 **eligible to participate in the cash or deferred arrangement under the DPSP and will**
10 **receive Company contributions to the DPSP as follows:**
- 11 a. **If the pilot is receiving temporary disability benefits, the pilot will receive**
12 **Company contributions to the DPSP on the same basis as a pilot on active**
13 **payroll status, but using as earnings the amount of the disability benefit**
14 **multiplied by two.**
- 15 b. **If the pilot or the 13 B. 3. pilot is receiving long-term disability benefits, the pilot**
16 **or the 13 B. 3. pilot will receive Company contributions to the DPSP on the same**
17 **basis as a pilot on active payroll status, but using as earnings the amount of the**
18 **disability benefit less income from employment that exceeds the calculated**
19 **disability amount, if any, the result of which will be multiplied by two.**
- 20 c. **Company contributions will not be paid for periods of temporary or long-term**
21 **disability following retirement or beyond the later of the FAA mandatory**
22 **retirement age or the date disability benefits cease. If contributions are ceased due**
23 **to reaching the FAA mandatory retirement age, in no event will such contributions be**
24 **resumed should the FAA mandatory retirement age increase.**
- 25 4. **While in disability status receiving benefits from the NWA LTD Plan, a pilot (and a**
26 **former pilot who has been removed from the seniority list under *Section 13 B. 3.*)**
27 **will receive cash payments from the Company in lieu of and equal to the amount of**
28 **Company contributions that would have been made to the DPSP on the same basis**
29 **as a pilot on active payroll status, but using as earnings the amount of earnings**
30 **upon which the disability benefit under the NWA LTD Plan is based (not multiplied**
31 **by two and not subject to offsets). However, if such pilot (or former pilot who has**
32 **been removed from the seniority list under *Section 13 B. 3.*) is approved for Social**
33 **Security disability benefits and delivers notice to the Company, then such amount**
34 **will instead be contributed to the DPSP. Company contributions will not be paid**
35 **for periods of long-term disability following retirement or beyond the later of the**
36 **FAA mandatory retirement age or the date disability benefits cease. If**
37 **contributions are ceased due to reaching the FAA mandatory retirement age, in no**
38 **event will such contributions be resumed should the FAA mandatory retirement age**
39 **increase.**
- 40 5. **A former NWA pilot may be entitled to an additional Company residual**
41 **contribution to the DPSP under *Section 26 N. 4. a.***
- 42 6. **The Company will disclose on a quarterly basis to the Chairman of the Retirement and**
43 **Insurance Committee the terms of all contractual expense and fee arrangements between**
44 **the Company (or the Plan or the trust) and any service provider, written or otherwise,**
45 **involving the Savings Plan and/or DPSP or the assets of the trust under the Savings Plan**

and/or DPSP, including, but not limited to, any arrangement involving revenue-sharing or the reduction of recordkeeping or other administrative fees.

7. **Effective no later than January 1, 2013, a DPSP participant may engage a third party financial advisor to manage his individual brokerage account under the DPSP provided that C.F.R. Section 2550.404c-1 (specifically Section 2550.404c-1(f), example 9) and U.S. Department of Labor Advisory Opinion 2005-23A (dated December 7, 2005) remain valid and binding guidance. Should the above-mentioned guidance become invalid or be superseded in the future, the Company and the Association will meet and confer to reach agreement regarding a reasonable transition plan with respect to any existing third party financial advisors then in place. No fees for these advisory services may be deducted from the DPSP participant's account under the DPSP.**

Note: If, in the future, the prevalent practice among large employers is to permit fees to be deducted from a participant's account and the DPSP recordkeeper is capable of such practice, the parties will meet and confer to reach agreement, in light of fiduciary and regulatory guidance then available.

8. **Amend the DPSP as follows:**

- a. **Effective DOS, include in Earnings:**

- 1) **any amounts paid in conjunction with retirement, disability, death or termination of continuous employment in lieu of earned and, if applicable, accrued vacation that has not been taken; and**
- 2) **full service bank lump sum payouts paid in conjunction with retirement, death or disability**

Company contributions with respect to such Earnings will be made at the time provided under *Section 26 C. 2*.

Exception one: Company contributions with respect to Earnings described in *Section 26 C. 8. a. 1*) paid before January 1, 2013 will be made as soon as practical but no later than January 15, 2013.

Exception two: Employee contributions may be deducted from Earnings described in *Section 26 C. 8. a. 1*) as soon as practical but no later than 60 days after DOS.

- b. **Effective no later than January 1, 2013, provide for matching definitions of Earnings in the DPSP and the DC Plan.**

- c. **For pilots hired (or rehired) on or after January 1, 2013, provide for automatic pre-tax employee contributions from Earnings (unless the pilot elects otherwise) equal to 3% of Earnings, beginning with the payroll period next following or coincident with the 90-day period following the Employee's date of hire (or rehire), and increasing by 1% of Earnings each year thereafter, to 10% of Earnings.**

9. **If the Internal Revenue Service or Treasury Department releases future guidance that impacts in-service withdrawals, or the conversion to a designated Roth account within the DPSP or withdrawal rights of such amount, the Company and ALPA will meet and confer to reach agreement regarding changes needed to the DPSP to comply with such guidance.**

D. General

1. Irrespective of any contrary provisions of the D&S Plan, **(including the NWA LTD Plan)**, the DPSP, the DC Plan, **(including the NWA MP3)**, the NWA Pension Plan, ~~the NWA Excess Plan, the NWA RSP, the NWA MP3 and the NWA LTDE~~Excess Plan, the Company agrees that such Plans will not be amended, changed, varied, modified, or voluntarily discontinued during the term of the PWA and thereafter until the date the parties have been released to exercise self-help after exhaustion of the dispute resolution procedure of the Railway Labor Act, except as agreed by the Association and the Company, or except as otherwise required by law.
2. It is recognized that the Company will have the right to select the claims processors, plan administrators, trustees, plan record keepers, plan named fiduciaries and plan carriers for the D&S Plan (including the NWA LTD Plan), the DC Plan (including the NWA MP3) and the DPSP ~~(including the NWA RSP)~~, and may change such entities at any time and for any reason. The Company may change service providers with respect to the DPSP ~~(including the NWA RSP)~~ after conferring and receiving input from the Association. Such input from the Association will be duly considered by the Plan fiduciary, and if not complied with, the reasons for denial will be made in writing to the Association. If the Association wishes to change service providers with respect to the DPSP ~~(including the NWA RSP)~~, it may request such a change to a new named service provider in writing by March 1st of the year prior to the beginning of the next plan year. Such request will be duly considered by the Plan fiduciary, and if not granted, the reasons for denial of such request will be made in writing to the Association.

E. Plan Amendment Procedure

1. a. The Company will provide to the Association a draft amendment to any of the following benefit plans within 120 days following the parties' agreement to modify such plan (e.g., through an amended PWA or a Letter of Agreement):
 - 1) D&S Plan **(including the NWA LTD Plan)**
 - 2) DC Plan **(including the NWA MP3)**
 - 3) DPSP
 - 4) NWA Pension Plan
 - 5) NWA Excess Plan
 - 6) ~~NWA RSP~~
 - 7) ~~NWA MP3~~
 - 8) ~~NWA LTD Plan~~
- b. The draft amendment will include all modifications to the Plan(s) that the Company determines are required by the parties' agreement. The Association will provide the Company its written comments on the language in the draft amendment that reflects the specific modification resulting from the parties' agreement (the "modified language") within 60 days following its receipt of the draft amendment. The Company and the Association will, if necessary, within 30 days following the Company's receipt of the Association's comments, meet and confer to reach agreement on final wording of the modified language. The parties will continue to meet, over a period of up to 90 days, as frequently as necessary to reach agreement on the final wording of the modified language.

Section 26 – Retirement and Disability Benefits

2. Either the Company or the Association, with the approval of the other party, may waive any time limit provided in **Section 26 E. 1.**
3. Notwithstanding the foregoing, the Company will timely amend any Plan to the extent necessary to maintain such Plan's tax-favored or legal status, and the Association maintains its right to file a grievance with respect to any such amendment that it determines violates the PWA.

F. Governmental Approval

Applicable provisions of **Section 26** will remain effective provided that the D&S Plan (including the NWA LTD Plan) and the DC Plan (including the NWA MP3) remain approved by the United States Department of Treasury, the United States Department of Labor, and any other governmental agency with jurisdiction over such plans. The Company will make every reasonable effort to maintain the approval of these plans by any agency with jurisdiction thereover.

G. Increases in Certain DC Plan and DPSP Limits

If Internal Revenue Code Section 401(a)(17), 415(b), or 415(c) (the "qualified plan limits") are amended to increase the limitations therein, then any such increase will be effective for the DC Plan (including the NWA MP3) and the DPSP ~~(including the NWA RSP)~~, as of the earliest date that the increased qualified plan limits could have become legally effective for that Plan, had that Plan not been collectively bargained.

Section 26 – Retirement and Disability Benefits

H. Association Retirement and Insurance Committee

1. The Retirement and Insurance Committee will collect and evaluate the data described below which will be furnished to the Committee by the Company by the dates so indicated. In no case will a copy of any report made to a government department or agency be due to the Committee prior to 30 days after the deadline set by such department or agency for that report, including extensions:

	Data To Be Provided:	To Be Provided By:
a.	Actuarial Report of D&S Plan (including the NWA LTD Plan after merger into the D&S Plan), NWA Pension Plan and NWA Excess Plan.	December 7 for D&S Plan; June 1 for NWA Pension Plan and NWA Excess Plan
b.	Quarterly Trust Report of the D&S Plan (including the NWA LTD Plan after merger into D&S Plan); Quarterly Trust Reports for the DC Plan (including the NWA MP3 after merger into the DC Plan); DPSP (including the NWA RSP after merger into the DPSP) ; Quarterly Trust Report of Contributions, Benefits and Investments for the NWA Pension Plan.	60 days following the end of the quarter
c.	Quarterly reports relative to each advisor involved in the investment of assets of the D&S Plan (including the NWA LTD Plan after merger into the D&S Plan) and NWA Pension Plan.	60 days following the end of the quarter
d.	Annual Return/Report of Employee Benefit Plan (Form 5500) for all of the Plans listed in Section 26 I. 1. (other than the NWA Excess Plan).	10-½ months following the end of the applicable Plan year
e.	IRS (Form 990) for the D&S Trust.	March 15 th following the end of the Plan year
f.	Pension Benefit Guaranty Corp. – PBGC-1 (or other PBGC Form(s) regarding calculation and payment of PBGC premiums) for the NWA Pension Plan.	30 days after the due date (including extensions) of the final PBGC-1 filing (or other PBGC Form(s) regarding calculation and payment of PBGC premiums).

2. The Committee will meet quarterly (at the Committee's request) to advise the Company of problems in regard to administration of all of the plans listed in **Section 26 I. 1.** and to work with the Company toward resolving such problems within the framework of the PWA. Additionally, the Committee Chairman may review the portfolio and related information once each year.

Section 26 – Retirement and Disability Benefits

3. The Company will provide to the Committee, upon its request, accompanied by an appropriate release from the participant in any plan listed in **Section 26 I. 1.**, the calculations (including worksheets, if any) used in determining such participant's benefits under the plan.
4. The Company will provide to the Committee, upon its request, the following for all of the retirement plans listed in **Section 26 I. 1.**:
 - a. Summary Plan Description.
 - b. General announcements and informational communications to participants.
 - c. Forms to be completed by participants.
 - d. Benefit statements (if accompanied by an appropriate release from the pilot(s) **or 13 B. 3. pilot(s).**)
5. The Company will allow the Committee to attend annual briefings given to the Company or the DPSP (~~including the NWA RSP~~) plan administrator by any service provider to the DPSP (~~including the NWA RSP~~). In addition, the Company will provide to the Committee a copy of each report regarding the DPSP (~~including the NWA RSP~~) that is prepared by any service provider to the DPSP (~~including the NWA RSP~~), within 30 days of delivery of the report to the Company or DPSP (~~including the NWA RSP~~) plan administrator. Participant-specific information will be redacted from reports provided to the Committee.

I. Incorporation of Plans by Reference

1. The following plans are incorporated by reference into this Agreement:
 - a. D&S Plan (**including the NWA LTD Plan**)
 - b. DC Plan (**including the NWA MP3**)
 - c. DPSP
 - d. NWA Pension Plan
 - e. NWA Excess Plan
 - f. ~~NWA RSP~~
 - g. ~~NWA MP3~~
 - h. ~~NWA LTD Plan~~
2. The terms of the plans in **Section 26 I. 1.**, as amended, will control in the event of any conflict or difference between **Section 26** and such Plan terms.

J. Beneficiary Designations

The DC Plan, (**including the NWA MP3**), DPSP, D&S Plan, ~~and those of~~ (**including the NWA LTD Plan**), NWA Pension Plan, **and** NWA Excess Plan, ~~NWA RSP, NWA MP3 and NWA LTD Plan~~ that provide for a beneficiary designation, will provide that a participant's designation of a beneficiary under such Plan applies only to benefits under that Plan.

K. ~~Modifications to Disability Provisions of D&S Plan~~

The following is intended to be a summary of certain provisions of the D&S Plan after it is amended as provided in *Section 26 K. 5*. The terms, conditions and limitations of the D&S Plan, amended as provided in *Section 26 K. 5*., will control in the event of any conflict or difference between *Section 26* and the D&S Plan. Detailed information about Plan terms is set forth in the D&S Plan document and Summary Plan Description.

1. A D&S Plan participant is eligible for disability benefits, as follows:

a. To be eligible to ~~continue receiving long-term~~ receive temporary disability benefits, a pilot or a D&S Plan participant must be prevented from performing the duties of his occupation solely because of injury, pregnancy, sickness or disease (including natural deterioration).

b. ~~not meet the standards to hold a~~ To be eligible to receive long-term disability benefits, a D&S Plan participant must satisfy either of the following:

1) The plan administrator determines that he has met the requirements to be eligible to receive temporary disability benefits (whether or not he actually received temporary disability benefits), and is not eligible to exercise the privileges of his First Class Medical Certificate, ~~as determined by the plan administrator, subject to MOU #3 (Neutral Doctor Process).~~

2) The Company determines that he does not meet the standards established by the FAA for the issuance of a First Class Medical Certificate, including the FAA waiver and restriction policy.

c. A pilot who otherwise meets all D&S Plan requirements is eligible for temporary or long-term disability benefits even though he no longer is (or never was) under the care of a Qualified Health Professional if:

1) he is unable to return to active payroll status due to the FAA's pending review of his application or possession of his First Class Medical Certificate following the pilot's timely and good faith disclosures to the FAA and/or his AME of a medical condition; and

2) he promptly contacts the Director – Health Services to report the FAA's pending review of his application for or possession of his First Class Medical Certificate and submits information satisfactory to the Director – Health Services providing that he is proceeding promptly to regain his First Class Medical Certificate, is utilizing available resources provided by the Company, the Association and/or other entities, to assist him in regaining his First Class Medical Certificate, and is cooperating in a timely manner with all of the FAA's requests.

d. All D&S Plan participants must provide continuing proof of disability as provided in the D&S Plan.

e. No temporary or long-term disability benefits ~~will be~~are payable ~~to~~after a pilot or D&S Plan participant in respect of a period after the later of:

~~a. his~~participant's attainment of the FAA mandatory retirement age, or.

2. The amount of a D&S Plan participant's disability benefit is as follows:

a. The semi-monthly temporary disability benefit is equal to one-half of 50% of

~~b. the earlier of the date he has received 60 months of long-term D&S Plan participant's Final Average Earnings, less any applicable offsets as described in Section 26 K. 3.~~

b. **The monthly long-term disability benefit payments are equal to 50% of the D&S Plan participant's Final Average Earnings, less any applicable offsets as described in Section 26 K. 3.**

c. **Final Average Earnings generally means the date there are no longer aircraft in revenue service listed in Section 22 B. with Second Officer positions monthly average of the D&S Plan participant's highest 12 consecutive months of normal earnings out of the last 36 months while on active payroll status (including accident leave, sick leave and vacation).**

3. ~~Long Offsets~~

a. **Temporary and long-term disability benefits under the D&S Plan will be offset by the following:** ~~workers~~

1) **Workers compensation payments/benefits, to the extent such benefits are payable on account of the participant's employment with the Company, and state disability income benefits, whether or not payment of such worker's compensation and state disability income benefits is forfeited because of failure to apply; and income from employment that exceeds the calculated disability benefit amount (before application of other offsets). Long-term disability benefits will be offset by the annuity.**

2) **The single life annuity equivalent of the individual's D&S Plan participant's account under the NWA MP3 portion of the DC Plan, at the time the first distribution is actually paid, after the DC Plan participant's retirement, to or on account of the DC Plan participant; and temporary and long-term disability benefits will be offset by retirement benefits actually paid by the PBGC attributable to the terminated Delta Pilots Retirement Plan, and by retirement benefits actually paid from the Western D-Plan (or following termination of the Western D-Plan, from the insurance company) that constitute an offset to the retirement benefits paid by the PBGC attributable to the terminated Delta Pilots Retirement Plan. Offsets for retirement benefits will be based on the single life annuity form of benefit, regardless of the form actually paid. Disability benefits will not be offset by any benefits attributable to the terminated Delta Pilots Money Purchase Pension Plan, the terminated Delta Pilots Bridge Plan or the terminated Delta Pilots Supplemental Annuity Plan. Disability benefits paid to a former NWA pilot are subject to additional offsets under Section 26 Q. 3.**

3) **The single life annuity equivalent of benefits actually paid by the PBGC attributable to the terminated Delta Pilots Retirement Plan.**

4) **The single life annuity equivalent of benefits actually paid from the NWA Pension Plan and the NWA Excess Plan.**

b. **Long-term disability benefits will also be offset by the single life annuity equivalent of the D&S Plan participant's account under the DC Plan (other than the NWA MP3 portion of that account, if applicable) and income from employment that exceeds the calculated disability benefit amount (before application of other offsets).**

- 1 4. The Company will contribute to the D&S Trust within 60 days after the end of each
2 calendar quarter an amount of money equal to the actual amount of disability
3 benefits (i.e., temporary disability benefits, long-term disability benefits, and top-up
4 disability benefits) paid from the D&S Plan to a former NWA pilot and the actual
5 amount of premiums paid from the D&S Plan to provide the basic and retiree life
6 insurance under *Section 25 H. 1.* for former NWA pilots for that calendar quarter.
- 7 5. Amend the D&S Plan, effective **DOS**, unless otherwise specified, as follows:
- 8 a. Effective for Event Dates on and after **DOS**, delete the following alternative for
9 determining the amount of the long-term disability benefit: 50% of the product
10 of 80 hours multiplied by the composite hourly rate of the position the
11 participant held on his Event Date.
- 12 b. Provide that after **DOS**, a pilot who otherwise meets all D&S Plan requirements
13 is eligible for temporary or long-term disability benefits even though he no
14 longer is (or never was) under the care of a Qualified Health Professional if:
- 15 1) he is unable to return to active payroll status due to the FAA's pending
16 review of his application or possession of his First Class Medical Certificate
17 following the pilot's timely and good faith disclosures to the FAA and/or his
18 AME of a medical condition; and
- 19 2) he promptly contacts the Director – Health Services to report the FAA's
20 pending review of his application for or possession of his First Class Medical
21 Certificate and submits information satisfactory to the Director – Health
22 Services providing that he is proceeding promptly to regain his First Class
23 Medical Certificate, is utilizing available resources provided by the
24 Company, the Association and/or other entities, to assist him in regaining his
25 First Class Medical Certificate, and is cooperating in a timely manner with
26 all of the FAA's requests.
- 27 c. Provide that after **DOS** a pilot is eligible for temporary or long-term disability
28 benefits for a maximum period of seven years following the Event Date, if he
29 meets all D&S Plan requirements for temporary or long-term disability benefits
30 but elects not to undergo an invasive medical procedure required by the FAA for
31 issuance of his First Class Medical Certificate but only if he meets the following
32 requirements:
- 33 1) He continues to undergo an FAA physical and reapply to the FAA every six
34 months (or twelve months, if applicable for his age or category) for issuance
35 of his First Class Medical Certificate.
36 Note: Each such FAA physical will be fully reimbursed under *Section 25 K.*
37 3.
- 38 2) After each such FAA physical he provides evidence satisfactory to the Plan
39 Administrator demonstrating that he made such application and timely
40 completed all requirements imposed on him by the FAA for such issuance
41 (other than undergoing such invasive medical procedure).
- 42 3) He promptly contacts the Director – Health Services after each attempt to
43 regain his First Class Medical Certificate to report that the FAA requires (or
44 continues to require) that he undergo such invasive medical procedure in
45 order to be issued his First Class Medical Certificate and permits the
46 Director – Health Services to review all medical information and intervene

on the pilot's behalf so as to assure that the FAA's requirement for the invasive medical procedure is warranted under the circumstances and in light of developing medical technologies and protocols.

Note: The requirements in *Section 26 K. 5.* 4. Proof of continuing eligibility for disability benefits may be required whenever a pilot or D&S Plan participant is receiving benefits, as follows:

- a. ~~Amend the D&S Plan to incorporate *Section 15 B.* medical review procedure, to apply to all D&S Plan participants receiving disability benefits if the plan administrator has a good faith belief that the D&S Plan participant may not continue to qualify for benefits under the D&S Plan. Such review will not be made more than once per year.~~
- b. ~~Upon notification by the NME that the pilot meets the standards to hold a First Class Medical Certificate, the pilot must apply for a First Class Medical Certificate with an AME of the NME's choosing, as soon as possible, but no later than c. 1), 2), and 3) will apply as long as the pilot accepts temporary or long-term disability benefits from the D&S Plan (including for periods after he is no longer on the seniority list) due to his election not to undergo such invasive medical procedure. No other provision or limitation of the Plan will supersede such requirements.~~

Exception: The Plan Administrator may elect not to require the pilot to undergo an FAA physical and reapply to the FAA with the frequency set forth in *Section 26 K. 5.* 30 days from the date of such notification. While the pilot's application is pending, he will remain on disability. If the AME or the FAA declines to issue a First Class Medical Certificate to such pilot, he must appeal such decision, during which period he will remain on disability. If the AME or the FAA issues him a First Class Medical Certificate, he must present such certificate to his Chief Pilot immediately, at which time he will be returned to active payroll status.

- c. 1) (or at all), if such actions are not necessary or appropriate under the circumstances.
- d. Effective for pilots who, after **DOS, 5.** ~~Amend the NWA LTD Plan (set forth as Appendix B of the D&S Plan), effective for disability benefits payable after January 1, 2010, to move the payment date of monthly disability benefits from the last day of a calendar month to the first day of the following month. Such move will have no adverse impact on the calculation or duration of benefits payable under the NWA LTD Plan, or on the total targeted amount payable by the Company, for 2010, 2011, 2012 and 2013, either as employer contributions to the NWA MP3 (or residual contributions to the NWA RSP) or as direct cash payments in lieu of employer contributions to the NWA MP3 (or residual contributions to the NWA RSP), as applicable.~~

~~6. Amend Section 4.03(f) of the D&S Plan, as follows:~~

- (f) ~~Limitation: Long Term Disability benefits paid for psychiatric conditions, alcoholism and drug abuse are limited to a 24-month lifetime maximum.~~

~~7. Delete Section 4.04(iv) of the D&S Plan, and change text following paragraph (i), as follows:~~

- (ii) ~~directly or indirectly caused or contributed to by intentional self-injury; or~~

(iii) — directly caused or contributed to by crop dusting, spraying or seeding.

8. — Amend Sections 3.1.4(b) and (c) of the NWA LTD Plan (Appendix C of the D&S Plan), to provide for payment of a partial month benefit under the Plan for a pilot who recovers and returns to active payroll status, as follows:

3.1.4(b) — If earlier, the last payment of the LTD Benefit shall be due on the first day of the calendar month following the calendar month in which the Participant recovers from Disability. If the Participant recovers from Disability and returns to active payroll status, such final payment of the LTD Benefit will be a prorated monthly payment, based on the number of days of Disability prior to return to active payroll status.

3.1.4(c) — If earlier, the last payment of the LTD Benefit shall be due on the first day of the calendar month following the calendar month in which the Participant dies. Such final payment will be a prorated monthly payment, based on the number of days of Disability through the date the Participant dies.

L. — DPSP

1. — The Company contribution to the DPSP is, **provide under Section 2%** of a pilot's earnings, unless otherwise provided with respect to a former NWA pilot under **Section 26 R of the D&S Plan (Eligibility)**. ~~5. b. Company contributions to the DPSP that are made on account of Earnings paid in each regular semi-monthly payroll check will be made no later than 15 days following the date such semi-monthly payroll check is issued.~~

2. — The DPSP will be amended to reflect the following in an amendment to the DPSP agreed to by the Company and the Association and the terms of the Plan, as so amended, will control in the event of any conflict or difference between **Section 26** and the DPSP: While in disability status receiving benefits from the D&S Plan (not from the NWA Pension Plan or NWA LTD Plan), a pilot, and a former pilot who has been removed from the seniority list under **Section 13 B. 3.** after June 1, 2006 (due to exceeding ten years on disability), will receive Company contributions to the DPSP, on the same basis as a pilot on active payroll status, but using as earnings the amount of the disability benefit less income from employment that exceeds the calculated disability amount, if any, the result of which will be multiplied by two. In no event will contributions be made following retirement or beyond the later of FAA mandatory retirement age or the date disability benefits cease. ~~If contributions are ceased due to reaching the FAA mandatory retirement age, in no event will such contributions be resumed should the FAA mandatory retirement age increase.~~

Exception one: A former NWA pilot placed on the NWA seniority list after September 1, 2007 and receiving benefits from the NWA LTD Plan will receive cash payments from the Company in lieu of and equal to the amount of Company contributions that would have been made to the DPSP specified under **Section 26 L. 2.**, at the time specified in **Section 26 R. 5. a.**, but using as earnings the amount of earnings upon which the disability benefit under the NWA LTD Plan is based (not multiplied by two and not subject to offsets); provided that, if such former NWA pilot is approved for Social

Security disability benefits and delivers notice to the Company, then such amount will instead be contributed to the DPSP.

Exception two: A former NWA pilot placed on the NWA seniority list on or before September 1, 2007 and receiving benefits from the D&S Plan will receive (in addition to Company residual contributions to the DPSP specified under *Section 26 R. 2. e.*) Company contributions to the DPSP specified under *Section 26 L. 2.*, at the time specified in *Section 26 R. 5. b.*

Exception three: A former NWA pilot placed on the NWA seniority list on or before September 1, 2007 and receiving benefits from the NWA LTD Plan will receive (in addition to the cash payments received from the Company pursuant to *Section 26 R. 6.* in lieu of and equal to the amount of residual contributions to the DPSP specified under *Section 26 R. 2. e.*) cash payments from the Company in lieu of and equal to the amount of Company contributions that would have been made to the DPSP specified under *Section 26 L. 2.*, at the time specified in *Section 26 R. 5. b.*, but using as earnings the amount of earnings upon which the disability benefit under the NWA LTD Plan is based (not multiplied by two and not subject to offsets); provided that, if such former NWA pilot is approved for Social Security disability benefits and delivers notice to the Company, then such amount will instead be contributed to the DPSP.

3. Effective no later than August 1, 2010, amend the DPSP (including the NWA RSP) to permit a participant to make in-service withdrawals of his Pre-tax Contributions, Roth Contributions and Pre-Tax and Roth Catch-up Contributions on or after attaining age 59-1/2, from his accounts, as such accounts are adjusted for gains or losses, in such amounts and with such frequency, as determined by the participant.
4. Amend the DPSP, effective as soon as practical but no later than December 1, 2010, to permit a participant:
 - a. To make in-service withdrawals from his account attributable to the ALPA claim contributions made to the Plan as a result of the Company's emergence from bankruptcy ("Claim Contribution") and attributable to Company stock contributed to the Plan following the merger between the Company and Northwest Airlines ("Merger Equity Contribution").
 - 1) Aa pilot will be eligible for such in-service withdrawals only if one of the following requirements is met:**D&S Plan disability benefits and Company-provided life insurance benefits while on active payroll status.**
 - e. Provide that a pilot is eligible for disability benefits if his Event Date occurs **after DOS** and while on FMLA leave or during the first 60 days of a military leave of absence.
 - f. Clarify that if, while receiving long-term disability benefits from the D&S Plan, a pilot (or 13 B. 3. pilot) experiences a subsequent disabling condition that would also qualify for the receipt of long-term disability benefits under the D&S Plan, he will continue to be eligible to receive long-term disability benefits for that subsequent disability even after the initial disabling condition is resolved (subject to any applicable limitations in the D&S Plan). The pilot (or 13 B. 3. pilot) must continue to meet all D&S Plan provisions in order to continue to receive long-term disability benefits with respect to such subsequent disabling condition.

- 1 g. Effective January 1, 2013, delete provisions permitting payment from the D&S
2 Plan of up to \$60 million in sick leave pay, vacation pay and other legally
3 permissible benefits.
- 4 h. Effective for any funding payment otherwise due after April 15, 2013, delete
5 provision requiring the Company to make a funding payment of up to \$60
6 million.
- 7 i. Effective for Event Dates after **DOS**, provide that any disability benefit payment
8 from the D&S Plan will be permanently forfeited by the D&S participant during
9 any period when the D&S Plan participant is incarcerated following conviction
10 for a felony. A benefit in the amount of each forfeited disability benefit will be
11 paid to his eligible dependents as defined in the DPMP, if any, in the following
12 order:
- 13 1) entirely to the D&S participant's current spouse or domestic partner;
14 2) if there is no current spouse or domestic partner, to other eligible dependents
15 of the D&S participant in such proportions as determined by the Plan
16 Administrator of the D&S Plan.
- 17 j. The D&S Plan will be amended effective for Event Dates that occur on or after
18 **DOS** and for Event Dates that occurred in the 30 months immediately preceding
19 **DOS**, where the pilot (or 13 B. 3. pilot) is receiving long-term disability benefits
20 for psychiatric conditions, alcoholism, and/or drug abuse (such long-term
21 disability benefits hereinafter referred to as "PC/AD benefits") as of **DOS**:
- 22 1) PC/AD benefits will be subject to a lifetime maximum equal to 54 months.
23 The number of months of PC/AD benefits paid to a pilot (or 13 B. 3. pilot) for
24 event dates that occurred on or after 11/11/2004 and before **DOS** will be
25 applied to reduce that 54-month maximum.
- 26 2) The PC/AD benefits paid for any one disability period that began on or after
27 30 months prior to **DOS** will be no longer than 30 months.
- 28 3) The above limits on PC/AD benefits will apply regardless of whether the
29 pilot's (or 13 B. 3. pilot's) disability is based on one, or more than one, of the
30 conditions subject to the limits (i.e. psychiatric, alcoholism and drug abuse).
- 31 4) The above limits on PC/AD benefits will not apply during a period in which
32 the pilot (or 13 B. 3. pilot) is also qualified for long-term disability benefits
33 under the D&S Plan for a physical disability that runs concurrent with a
34 disability due to a psychiatric condition, alcoholism and/or drug abuse.
- 35 Notwithstanding the rule of *Section 26 K. 5. a)*—such contribution has been in
36 the pilot's account for at least 24 months; or
37 b) the pilot has participated in the Plan for at least five complete years.
- 38 ~~2) The Claim Contributions and Merger Equity Contributions will be adjusted for~~
39 ~~investment gains and losses.~~
- 40 ~~3) A pilot eligible for such in-service withdrawal may request a withdrawal in such~~
41 ~~amounts and with such frequency as determined by the pilot.~~
- 42 ~~4) If the Internal Revenue Service or Treasury Department releases future guidance~~
43 ~~that impacts in-service withdrawals, the Company and ALPA will meet and~~
44 ~~confer to reach agreement regarding changes needed to the DPSP to comply with~~
45 ~~such guidance.~~

- b. ~~To convert to a designated Roth account within the DPSP all or any portion of his accounts under the DPSP (other than designated Roth accounts) that are eligible rollover distributions due to an event that triggers, or circumstances that permit, an eligible rollover distribution under the DPSP.~~
- ~~1) All rollover requirements and the requirements of IRC Section 402A(c)(4) must be met.~~
 - ~~2) For such an in-plan conversion to a designated Roth account, no liquidation of investments will be required.~~
 - ~~3) A pilot eligible for such in-plan conversion may request a conversion in such amounts and with such frequency as determined by the pilot.~~
 - ~~4) If the Internal Revenue Service or Treasury Department releases future guidance that impacts the conversion or withdrawal rights of such amount, the Company and ALPA will meet and confer to reach agreement regarding changes needed to the DPSP to comply with such guidance.~~
 - 5) **d. that provides a pilot is eligible for disability benefits while on active payroll status, a new period of disability for psychiatric conditions, alcoholism or drug abuse may begin only after completion of all training required to return to flight duty, including OE.**
 - 6) **PC/AD benefits will be extended for up to 3 months after a pilot reaches the 30 month (per disability) maximum or the 54 month lifetime maximum period if (A) the pilot filed his initial application for reinstatement of his First Class Medical Certificate prior to the end of the applicable period of disability and is waiting for the FAA's determination on that initial application; and (B) the pilot meets the requirements set out in Section 26 K. I. c. 2).**

L. Reserved

M. Overpayments from Plans

In the event of an overpayment from the D&S Plan; **(including the NWA LTD Plan)**, DPSP, DC Plan; **(including the NWA MP3)**, NWA Pension Plan; or NWA Excess Plan, NWA RSP, NWA MP3 or NWA LTD Plan, a Plan participant will be notified in writing by **letter** of the circumstances resulting in the overpayment and the amount of the overpayment. Such Plan participant will be informed that he has 45 days from the date of the letter to contact the Company to make arrangements for repayment. **Effective for overpayments discovered after DOS, a Plan will not request repayment of any overpayment made for a period that is more than 48 months before the date of the letter, with the exception of overpayments of disability benefits made from the D&S Plan due to failure to apply the proper offset for benefits payable by the PBGC and overpayments that occur as a result of a Plan participant's provision of an erroneous statement or omission of material facts when applying for and providing information requested by the Plan with respect to initial and continuing benefits due from the Plan.** The letter will advise such Plan participant that if contact is not made within the 45-day period the Company will recoup the overpayment in equal installments over the next six months from payments due from the applicable Plan, without interest. If requested by the Plan participant during the 45 day

period, an alternate arrangement will be made to permit repayment in equal monthly installments over a period of up to 48 months, without interest. In the event there are insufficient future monthly payments due from the applicable Plan, repayments will be made by the Plan participant in equal monthly installments over the established repayment period (six months or up to 48 months), without interest. In the event of default in payment of one or more installments, the entire amount will become immediately due and the Plan Administrator may pursue collection of such amount (including interest and collection fees) to the full extent permitted by law.

N. DC Plan (Including the NWA MP3)

The following is intended to be a summary of certain provisions of the DC Plan (including the NWA MP3). The terms, conditions and limitations of the DC Plan (including the NWA MP3), amended as provided in Section 26 N. 6., will control in the event of any conflict or difference between Section 26 and the DC Plan (including the NWA MP3). Detailed information about Plan terms is set forth in the DC Plan document and Summary Plan Description.

1. Effective with respect to earnings paid on and after January 1, 2012 and before January 1, 2013, the Company contribution to the DC Plan will be 1% of earnings. Effective with respect to earnings paid on or after January 1, 2013, the Company contribution to the DC Plan will be 4% of earnings. ~~Effective with respect to earnings paid on or after January 1, 2012, the Company contribution to the DC Plan will be 12% of earnings.~~ Company contributions to the DC Plan that are made on account of Earnings paid in each regular semi-monthly payroll check will be made no later than 15 days following the date such semi-monthly payroll check is issued.
 Exception one: ~~A~~Effective with respect to earnings paid on and after January 1, 2012 and before January 1, 2013, a former NWA pilot who was not included as a NWA MP3 participant (i.e. a pilot placed on the NWA seniority list after September 1, 2007) will be eligible to receive will receive Company contributions to the DC Plan as specified in Section 26 R. 4. a. equal to 9% of earnings. This Exception one will cease to apply with respect to earnings paid after December 31, 2012.
 Exception two: ~~A former NWA~~Effective with respect to earnings paid on and after January 1, 2012 and before January 1, 2014, a pilot who was a participant in the NWA MP3 (i.e. a pilot placed on the NWA seniority list on or before September 1, 2007, including a pilot whose Target Contribution under the NWA MP3 is zero) will receive Company contributions to the DC Plan as specified in, as follows, in addition to an additional Company residual contribution he may be eligible to receive under Section 26 R. 4. b.a.:

Earnings Paid	Company Contributions as Percentage of Earnings
On and after January 1, 2012 but before January 1, 2013	1%
On and after January 1, 2013 but before January 1, 2014	4%

This Exception two will cease to apply with respect to earnings paid after December 31, 2013.

2. ~~Amend DC Plan to reflect the following:~~

While in disability status receiving **disability** benefits from the D&S Plan (not from the NWA Pension Plan or NWA LTD Plan), a pilot, ~~and a former pilot who has been removed from the seniority list under Section 13 B. 3. after June 1, 2006 (due to~~ **will receive Company contributions to exceeding ten years on the DC Plan as follows:**

a. If the pilot is receiving temporary disability, ~~benefits, the pilot will receive Company contributions to the DC Plan, on the same basis as a similar pilot on active payroll status, under Section 26 N. 1. (including the Exceptions, as applicable) but using as earnings the amount of the disability benefit multiplied by two.~~

b. If the pilot or the 13 B. 3. pilot is receiving long-term disability benefits, the pilot or the 13 B. 3. pilot will receive Company contributions to the DC Plan on the same basis as a similar pilot on active payroll status, under Section 26 N. 1.

(including the Exceptions, as applicable) but using as earnings the amount of the disability benefit less income from employment that exceeds the calculated disability amount, if any, the result of which will be multiplied by two. ~~In no event will~~

c. Company contributions will not be made paid for periods of temporary disability or long-term disability following retirement or beyond the later of the FAA mandatory retirement age or the date disability benefits cease. ~~If contributions are ceased due to reaching the FAA mandatory retirement age, in no event will such contributions be resumed should the FAA mandatory retirement age increase.~~

~~Exception one: A former NWA pilot placed on the NWA seniority list after September 1, 2007 and receiving benefits from the D&S Plan will receive Company contributions to the DC Plan as specified~~**3. While in Section 26 R. 4. a.** ~~Exception two: A former~~

~~NWA pilot placed on the NWA seniority list after September 1, 2007 and disability status receiving benefits from the NWA LTD Plan, a pilot (and a former pilot who has been removed from the seniority list under Section 13 B. 3.) who is a participant in the NWA MP3 will receive cash payments from the Company in lieu of and equal to the amount of Company contributions that would have been made to the DC Plan as specified in, under Section 26 R. 4. a., N. 1. (including Exception two), but using as~~

~~earnings the amount of earnings upon which the disability benefit under the NWA LTD Plan is based (not multiplied by two and not subject to offsets); provided that, if such former NWA pilot pilot (or former pilot who has been removed from the seniority list under Section 13 B. 3.) is approved for Social Security disability benefits and delivers notice to the Company, then such amount will instead be contributed to the DC Plan. Company contributions will not be paid for periods of long-term disability following retirement or beyond the later of the FAA mandatory retirement age or the date disability benefits cease. If contributions are ceased due to reaching the FAA mandatory retirement age, in no event will such contributions be resumed should the FAA mandatory retirement age increase.~~

~~Exception three: A former NWA pilot placed on the NWA seniority list on or before September 1, 2007 and receiving benefits from the D&S Plan will receive Company contributions to the DC Plan as specified in Section 26 R. 4. b.~~

~~Exception four: A former NWA pilot placed on the NWA seniority list on or before September 1, 2007 and receiving benefits from the NWA LTD Plan will receive cash payments from the~~

Company in lieu of and equal to the amount of Company contributions to the DC Plan as specified in **Section 26 R. 4. b.**, but using as earnings the amount of earnings upon which the disability benefit under the NWA LTD Plan is based (not multiplied by two and not subject to offsets); provided that, if such former NWA pilot is approved for Social Security disability benefits and delivers notice to the Company, then such amount will instead be contributed to the DC Plan.

1. ~~The~~ Company will update (or cause to be updated) the forms and other information prepared by the Plan Administrator or by Fidelity (or any successor recordkeeper or selected brokerage house), including but not limited to the “Fidelity BrokerageLink Participant Acknowledgement Form” and the “Fidelity BrokerageLink Account Fact Sheet for the Delta Pilots Defined Contribution Plan,” so that such forms are written to include ALPA and its representatives and employees, in addition to the Company, the DC Plan, the Named Fiduciary, the Plan Administrator, Fidelity or any employee or affiliate, among the list of parties that have no responsibility for reviewing the suitability of investment options available through the brokerage account and no responsibility for participants’ investments. No inference is made or intended by such update that ALPA, its representatives and employees had or will have any responsibility for reviewing the suitability of investment options or for participants’ investments prior to or after these changes.

D&S4. NWA MP3 (portion of DC Plan Benefits)

- a. Effective for earnings paid each year beginning January 1, 2012 and Funding ending December 31, 2013, the Company contribution to the NWA MP3 will be 8% of the earnings of all former NWA pilots who are participants in the NWA MP3.

Note: If the aggregate target contributions in any such year are less than 8% of such earnings, then the excess for the year will be contributed to the DPSP in December of such year as Company residual contributions and allocated pro rata among NWA MP3 participants based on their earnings that year.

- b. No targeted Company contributions will be made to the NWA MP3 and no Company residual contributions will be made after December 31, 2013.
- c. Until December 31, 2013, and with prior notice, the Company will make its actuaries available to assist the Association in the transition process and will pay the reasonable actuarial expenses incurred, not to exceed \$25,000 for each plan year or partial plan year, with any unused portion of the annual allowance carrying over to succeeding years, in the period from October 30, 2008 until December 31, 2013. The Association will reimburse the Company for any such expenses which exceed this limit.

5. Effective no later than January 1, 2013, a DC Plan participant may engage a third party financial advisor to manage his individual brokerage account under the DC Plan (including the NWA MP3 Plan), provided that C.F.R. Section 2550.404c-1 (specifically Section 2550.404c-1(f), example 9) and U.S. Department of Labor Advisory Opinion 2005-23A (dated December 7, 2005) remain valid and binding guidance. Should the above-mentioned guidance become invalid or be superseded in the future, the Company and the Association will meet and confer to reach agreement regarding a reasonable transition plan with respect to any existing third

party financial advisors then in place. No fees for these advisory services may be deducted from the participant's account under the DC Plan.

Note: If, in the future, the prevalent practice among large employers is to permit fees to be deducted from a participant's account and the DC Plan recordkeeper is capable of such practice, the parties will meet and confer to reach agreement, in light of fiduciary and regulatory guidance then available.

6. Amend DC Plan as follows:

a. Effective **DOS**, include in Earnings any amounts paid in conjunction with retirement, disability, death or termination of continuous employment in lieu of earned and, if applicable, accrued vacation that has not been taken.

Contributions with respect to such Earnings will be made at the time provided under *Section 26. N. 1.*

Exception: Contributions with respect to such Earnings paid before January 1, 2013 will be made as soon as practical but no later than January 15, 2013.

b. Effective no later than January 1, 2013, provide for matching definitions of Earnings in the DPSP and the DC Plan.

O.

1. Amend the D&S Plan to permit payment from the D&S Trust (VEBA) of pilot sick leave benefits and other legally permissible benefits in addition to the other benefits payable pursuant to the Plan without regard to such amendment, in an amount not to exceed \$60 million for 2006 and \$60 million per year thereafter. Provide that the D&S Plan, not the Company, will have the obligation to provide such benefits in such amounts.

Note: The amount of any sick, vacation and other permissible benefits paid to a pilot from the D&S Trust pursuant to this provision will be included for purposes of determining benefits or contributions to other Company benefit plans, if such amount would have been included, had the Company (and not the D&S Trust) paid such amounts directly to the pilot.

2. Amend the D&S Plan to provide that, effective beginning with the calendar quarter beginning October 1, 2008, the Company will contribute to the VEBA Trust within 60 days after the end of each calendar quarter an amount of money equal to the actual amount of disability benefits (i.e., temporary disability benefits, long term disability benefits, top-up disability benefits and DPMA equivalent disability benefits) paid from the D&S Plan to a former NWA pilot and the actual amount of premiums paid from the D&S Plan to provide the basic and retiree life insurance under *Section 25 H. 1.* for former NWA pilots for that calendar quarter.

Reserved

P. Excess Payments on Account of Limits under the DC Plan, DPSP, NWA RSP, and (including the NWA MP3-) and the DPSP

1. Contributions to the DC Plan, the DPSP, (including the NWA RSPMP3) and NWA MP3 the DPSP (individually, a Plan, collectively, the Plans) will not be made on earnings in excess of the compensation limit of Code Section 401(a)(17), nor will contributions be made in excess of the contribution limit of Code Section 415(c).

- 1 | 2. ~~Effective beginning with the plan year 2008, once a2. Once a pilot or 13 B. 3. pilot~~
2 | reaches either limit for a plan year, the Company will pay any further contributions to the
3 | pilot **or 13 B. 3. pilot** in cash. These amounts will be known as the excess payments (and
4 | ~~are defined as such in the DC Plan, and will be defined as such in the DPSP, NWA RSP~~
5 | ~~and NWA MP3).~~
6 | Exception one: For a former NWA pilot, for the plan year 2008, excess payments
7 | attributable to either limit under the Plans will be made only with respect to earnings
8 | earned after October 30, 2008.
9 | Exception two: For a pilot other than a former NWA pilot, for the plan year 2008, excess
10 | payments attributable to the 401(a)(17) limit under the DPSP will be made only with
11 | respect to earnings earned after October 30, 2008.
12 | 3. If the excess payments are attributable to the 401(a)(17) limit, they will be made at the
13 | same time as contributions would have been made to the Plan, but for the limit.
14 | 4. If the excess payments are attributable to the 415(c) limit, they will be made at the
15 | earliest of the following times: (a) once per year, not later than 75 days after the end of
16 | the plan year; **or** (b) within 45 days of the retirement or termination of a pilot **or 13 B. 3.**
17 | **pilot** who retires or terminates prior to the end of a plan year; ~~or (c) at the time required~~
18 | ~~by Section 26 P. 8. or Section 26 P. 5.~~
19 | 5. ~~Notwithstanding anything to the contrary in Section 26 P. 2. regarding the 415(c) limit,~~
20 | ~~beginning with the plan year 2008, in any plan year in which there is a Company~~
21 | ~~contribution to a Plan as a result of the equity allocation paid in connection with the~~
22 | ~~merger of NWA and the Company (whether paid in securities and/or cash), once the~~
23 | ~~Section 415(c) limit is reached for that year (considering for this purpose contributions to~~
24 | ~~the Plans for that plan year, both before and after October 30, 2008), the Company~~
25 | ~~contributions that cannot be made to the Plans after October 30, 2008 as the result of the~~
26 | ~~contributions attributable to such equity allocation contribution will be paid, for the~~
27 | ~~remainder of that year, in cash at the same time as the contribution would have been~~
28 | ~~made to the Plan but for the 415(c) limit.~~
29 | 65. Contributions (or excess payments) will be made with respect to all earnings, whether
30 | such earnings are paid before or after retirement or termination (including death).
31 | 76. Excess payments will not be earnings under the DC Plan, **(including the NWA MP3)** the
32 | DPSP, the NWA RSP, **D&S Plan (including the NWA LTD Plan, the NWA MP3)** or
33 | under any other pilot benefit plan.
34 | 8. ~~In any year in which there is a Company contribution as the result of the Notes or the~~
35 | ~~ALPA claim, once the Section 415(c) limit is reached for that year, the Company~~
36 | ~~contribution to the DPSP and the Company contribution to the DC Plan that cannot be~~
37 | ~~made to such Plans as the result of the contribution attributable to the Notes or the ALPA~~
38 | ~~claim will be paid, for the remainder of that calendar year only, in cash at the same time~~
39 | ~~as the DPSP contribution or DC Plan contribution would have been made but for the~~
40 | ~~Section 415(c) limit. These cash payments will not be considered earnings under any~~
41 | ~~pilot benefit plan.~~
42 |

Q. Former NWA Pilots - Disability Benefits

1. Disability Initially under NWA Pension Plan

- a. **Section 26 Q. 1.** applies to a former NWA pilot who ~~began sick leave on or before December 15, 2005 who is receiving a Disability Retirement Pension from the NWA Pension Plan.~~
~~1) is receiving a Disability Retirement Pension from the NWA Pension Plan or~~
~~2) will receive a Disability Retirement Pension from the NWA Pension Plan should he exhaust his sick and vacation leave.~~

Note: See **Section 26 Q. 119.** for disability benefits applicable to a former NWA pilot who ~~began sick leave on or before December 15, 2005~~, received a Disability Retirement Pension from the NWA Pension Plan that ceased due to his attainment of age 60, began receiving a Normal Retirement Pension from the NWA Pension Plan, subsequently recovered and returned to active payroll status.

- b. Such pilot will continue to receive ~~(or will receive)~~ a Disability Retirement Pension from the NWA Pension Plan under the terms of that Plan and will not participate for disability benefits in the D&S Plan.
- c. If such pilot recovers and enters qualification training, he will continue to receive a Disability Retirement Pension from the NWA Pension Plan until he successfully completes qualification training. Upon successful completion of qualification training, he will be returned to active payroll status and the Disability Retirement Pension from the NWA Pension Plan will cease.
- d. If such pilot recovers and returns to active payroll status and disables again for the same disability within 12 months of his return to active payroll status, then his disability benefits will be calculated and paid under the terms of the NWA LTD Plan.
- e. If such pilot recovers and returns to active payroll status and disables again either for a different disability or at least 12 months after his return to active payroll status, then his disability benefits will be calculated and paid under the terms of the D&S Plan. To the extent his earnings while a pilot do not fill the entire earnings measurement period under the D&S Plan, then amounts paid while an NWA airman (to the extent such amounts would meet the definition of earnings in the D&S Plan, if such earnings had been paid by the Company) will be considered earnings.

2. Disability Initially under NWA LTD Plan

- a. ~~This Section 26 Q. 2.~~ applies to a former NWA pilot who ~~began sick leave after December 15, 2005 and who as of October 30, 2008:~~
~~1) is receiving disability benefits from the NWA LTD Plan,~~
~~2) is on sick leave and will receive disability benefits from the NWA LTD Plan should he exhaust his sick and vacation leave, or~~
~~3) or is on unpaid medical leave and is subsequently approved to receive disability benefits from the NWA LTD Plan.~~
- b. Such pilot will continue to receive (or will receive) disability benefits from the NWA LTD Plan and will not participate for disability benefits in the D&S Plan.
- c. If such pilot recovers and returns to active payroll status and disables again for the same disability within 12 months of his return to active payroll status, then his disability benefits will be the same dollar amount previously paid to him under the NWA LTD Plan and the terms of the NWA LTD Plan will apply in all other respects.

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- 1 d. If such pilot recovers and returns to active payroll status and disables again either for
2 a different disability or at least 12 months after his return to active payroll status, then
3 his disability benefits will be calculated and paid under the terms of the D&S Plan.
4 To the extent his earnings while a pilot do not fill the entire earnings measurement
5 period under the D&S Plan, then amounts paid while an NWA airman (to the extent
6 such amounts would meet the definition of earnings in the D&S Plan, if such earnings
7 had been paid by the Company) will be considered earnings.
- 8 ~~e. Section 3.1.2.(e) of the NWA LTD Plan is amended to (i) delete the offset at age 62~~
9 ~~for pension benefits under the NWA Pension Plan in the case of a participant who has~~
10 ~~not elected to commence receipt of such pension benefits ; and (ii) provide that both~~
11 ~~before and after age 62 the pension benefits under the NWA Pension Plan actually~~
12 ~~paid will offset the disability benefits from the NWA LTD Plan.~~
- 13 3. ~~Disability benefits paid from the D&S Plan to a former NWA pilot will be offset dollar~~
14 ~~for dollar by the following, in addition to the other offsets under the D&S Plan:~~
- 15 a. ~~Benefits actually paid from the NWA Pension Plan.~~
16 b. ~~Benefits actually paid from the NWA Excess Plan.~~
17 c. ~~The annuity equivalent of benefits paid from the NWA MP3, at the time the first~~
18 ~~distribution from the NWA MP3 is actually paid after the participant's retirement to~~
19 ~~or on account of the participant. The annuity equivalent of the NWA MP3 will be~~
20 ~~determined using an interest rate of 7% and mortality assumptions from GAR 94~~
21 ~~projected to 2002 Unisex.~~
- 22 43. ~~Cost of DPMA Membership and DPMA Equivalent Disability Benefits~~
- 23 a. ~~If DPMA membership is available to a former NWA pilot, and the former NWA pilot~~
24 ~~elects such DPMA membership within 45 days of being offered such membership, he~~
25 ~~must pay DPMA the DPMA dues charged to former NWA pilots. If so elected, such~~
26 ~~membership will be effective retroactively as of October 30, 2008 (or if later, in the~~
27 ~~case of a NWA disabled pilot or an inactive NWA pilot, as of the date under **Section**~~
28 ~~**26 T. 3.**), upon payment of the applicable DPMA dues for such membership~~
29 ~~retroactively to October 30, 2008 (or if later, in the case of a NWA disabled pilot or~~
30 ~~an inactive NWA pilot, upon payment of the applicable DPMA dues for such~~
31 ~~membership retroactively to the date under **Section 26 T. 3.**). For each month the~~
32 ~~former NWA pilot participates in DPMA and pays the DPMA dues charged to former~~
33 ~~NWA pilots, the Company will reimburse him for one or both of the following~~
34 ~~amounts, if any, until the earlier of: (1) the date he exhausts 24 total months (or~~
35 ~~longer period as described in the exception to **Section 26 Q. 54. f.**) of disability~~
36 ~~benefits under DPMA and top-up disability benefits, if any, combined; or (2) the date~~
37 ~~that a similarly situated pre-merger Delta pilot is no longer offered the ability to~~
38 ~~participate in DPMA:~~
- 39 1) If the DPMA dues for former NWA pilots exceed 100% of that required for
40 DPMA membership by a participant who was a pre-merger Delta pilot, then the
41 Company will reimburse the former NWA pilot the amount of the DPMA dues
42 required of a former NWA pilot that is above 100% of that required of a pre-
43 merger Delta pilot, each pay period, grossed up at a rate of 35%.
- 44 2) The Company will reimburse a former NWA pilot with a remaining NWA sick
45 leave bank for all or a portion of the DPMA dues charged to former NWA pilots
46 not to exceed 100% of the DPMA dues required of a pre-merger Delta pilot, each

pay period, grossed up at a rate of 35%. The percentage of the dues to be reimbursed will be determined by the number of hours in his remaining NWA sick leave bank on October 30, 2008 (or, in the case of a NWA disabled pilot or inactive NWA pilot, determined by the number of hours in his remaining NWA sick leave bank at the applicable date under **Section 26 T. 3.**), as follows:

- a) The number of hours in the former NWA pilot's NWA sick leave bank remaining after the adjustment(s) under **Section 14 O. 1.**, not to exceed 1,920 hours, will be divided by 1,920.
- b) The resulting fraction is the percentage of the DPMA dues required of a similarly situated pre-merger Delta pilot that the Company will reimburse the former NWA pilot each pay period.
- c) Once determined, the fraction will not be adjusted regardless of any subsequent adjustments made to the former NWA pilot's NWA sick leave bank.

Example: A former NWA pilot in his 9th year of service has 720 hours in his NWA sick leave bank. On October 30, 2008, his NWA sick leave bank is reduced by 240 hours under **Section 14 O. 1.** His remaining NWA sick leave bank of 480 hours is divided by 1,920, for a resulting fraction of .2500 (fraction to be carried out to four decimal places). The Company will reimburse the former NWA pilot 25.00% of the DPMA dues required of a similarly situated pre-merger Delta pilot each pay period.

Note: To be eligible for top-up disability benefits under **Section 26 Q. 54.**, a former NWA pilot must have elected ~~either DPMA membership under Section 26 Q. 4. a. or DPMA equivalent coverage under Section 26 Q3. a. 4. b.~~, when he was first eligible to elect such membership ~~or coverage~~, and must have maintained such membership ~~or coverage~~ continuously thereafter (unless and until such membership ~~or coverage~~ was no longer available to him for reasons beyond his control).

~~b. A former NWA pilot who, within the 45-day period beginning December 15, 2008 (or in the case of a NWA disabled pilot or an inactive NWA pilot, within 45 days following the applicable date under Section 26 T. 3.), applies for but is unable to obtain membership in DPMA may elect and if elected, the Company will provide, coverage for DPMA equivalent disability benefits until the earlier of: (1) the date he exhausts 24 total months (or longer period as described in the exception to Section 26 Q. 5. f.) of disability benefits under the DPMA equivalent disability coverage and top-up disability benefits, if any, combined; (2) the date he no longer timely pays his cost for the DPMA equivalent disability coverage; or (3) the date that a similarly situated pre-merger Delta pilot is no longer offered the ability to participate in DPMA.~~

- ~~1) The former NWA pilot's cost of the DPMA equivalent disability benefit will be equal to 100% of the DPMA dues required of a pre-merger Delta pilot for DPMA. This cost will be paid by the former NWA pilot to the Company, out of after-tax dollars.~~
- ~~2) The former NWA pilot's percentage of the DPMA equivalent disability benefit cost will be determined as follows:—~~

Subtract from 1920 the number of hours in the former NWA pilot's NWA sick leave bank remaining after the adjustment(s) under **Section 14 O. 1.**, not to exceed 1920 hours, and divide the result by 1920. The resulting fraction is the percentage of the DPMA equivalent disability benefit cost for which the former NWA pilot is responsible. Once determined, the fraction will not be adjusted regardless of any subsequent adjustments made to the former NWA pilot's NWA sick leave bank. Example: A former NWA pilot in his 9th year of service has 720 hours in his NWA sick leave bank. On October 30, 2008, his NWA sick leave bank is reduced by 240 hours under **Section 14 O. 1.** His remaining NWA sick leave bank of 480 hours is subtracted from 1920. The remainder of 1440 is divided by 1920, resulting in a fraction of .7500 (fraction to be carried out to four decimal places). The former NWA pilot is responsible for 75.00% of the DPMA equivalent disability benefit cost.

Note: To be eligible for top-up disability benefits under **Section 26 Q. 5.**, a former NWA pilot must have elected either DPMA membership under **Section 26 Q. 4. a.** or DPMA equivalent coverage under **Section 26 Q. 4. b.**, when he was first eligible to elect such membership or coverage, and must have maintained such membership or coverage continuously thereafter (unless and until such membership or coverage was no longer available to him for reasons beyond his control).

- e.—**b. In the event the agreement between the Company and DPMA terminates, the Company will provide a DPMA equivalent disability benefit to former NWA pilots otherwise eligible for a DPMA benefit.** DPMA equivalent disability benefits will be governed by rules that mirror the DPMA rules (e.g., calculation of benefit, definition of disability, maximum benefits per disability, and maximum lifetime disability benefits); provided that the portion of the DPMA equivalent disability benefit provided by the Company will be calculated on a pre-tax basis (not on an after-tax basis in the manner used by DPMA). **Whenever a DPMA equivalent disability benefit is provided, the Company will be substituted for DPMA and DPMA equivalent disability benefits will be substituted for DPMA benefits, for all purposes of Section 26 Q.**

54. Top-up Disability Benefits

- a. A former NWA pilot will be eligible for top-up disability benefits if:
- 1) his disability qualifies him for temporary or long term disability benefits under the D&S Plan,
 - 2) he elected DPMA membership under **Section 26 Q. 4. 3. a.** ~~or DPMA equivalent coverage under **Section 26 Q. 4. b.**~~, when he was first eligible to elect such membership ~~or coverage~~, and he maintained such membership ~~or coverage~~ continuously thereafter (unless and until such membership ~~or coverage~~ was no longer available to him for reasons beyond his control),
 - 3) he remains disabled after having reached either of the benefit duration limits under DPMA ~~or DPMA equivalent disability coverage~~ (i.e. the single disability event 12-month benefit limit or the lifetime 24-month limit), and
 - 4) the number of hours remaining in his NWA sick leave bank (as determined and adjusted under **Section 26 Q. 54. c., d., and e.**) is greater than zero.

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- b. The top-up disability benefit is equal to 50% of the product of 80 hours multiplied by the former NWA pilot's composite hourly rate, as defined in the D&S Plan and, subject to **Section 26 Q. 54. f.**, will be paid monthly until the end of the disability period or, if earlier, until the time he exhausts the number of hours remaining in his NWA sick leave bank (as determined and adjusted under **Section 26 Q. 54. c., d., and e.**).
- c. For purposes of **Section 26 Q. 54.**, a former NWA pilot's NWA sick leave bank will initially be equal to the NWA sick leave bank after the adjustment(s) under **Section 14 O. 1.** Such balance will be further reduced as follows:
- 1) if a former NWA pilot's NWA sick leave bank, after the adjustment(s) under **Section 14 O. 1.**, is over 1,200 hours, it will be reduced for each sick leave credit hour that he uses beginning June 1, 2009 (or, in the case of a NWA disabled pilot or inactive NWA pilot, beginning the June 1 following the applicable date under **Section 26 T. 3.**), and once it is reduced to 1,200 it will be reduced for each sick leave credit hour he uses which is in excess of 60 hours that sick leave year and each sick leave credit hour he uses which is in excess of 60 hours in any sick leave year thereafter; or
 - 2) if a former NWA pilot's NWA sick leave bank, after the adjustment(s) under **Section 14 O. 1.**, is ~~1,200~~ **1,200** hours or less, it will be reduced for each sick leave credit hour he uses beginning June 1, 2009 (or, in the case of a -NWA disabled pilot or inactive NWA pilot, beginning the June 1 following the applicable date under **Section 26 T. 3.**), which is in excess of 60 hours in any sick leave year.
- d. The reduction described in **Section 26 Q. 54. c. 1)** or **2)** will occur on the date that the former NWA pilot actually receives his next allocation of sick leave credit hours under **Section 14 D. 1.**
- e. For each month a former NWA pilot receives ~~DPMA-disability benefits, DPMA equivalent disability benefits or top-up disability benefits~~, the remaining NWA sick leave bank will be reduced by 80 hours (and will be reduced on a prorated basis for each partial month).
- f. When a former NWA pilot has received a combined total of 24 months of DPMA disability benefits and top-up benefits, any remaining DPMA disability benefits will be assigned to the Company or will otherwise benefit the Company in a manner to be determined by the Company and DPMA. ~~When a former NWA pilot has received a combined total of 24 months of DPMA equivalent disability benefits and top-up disability benefits, DPMA equivalent disability benefits and top-up disability benefits will cease.~~
- Exception: For a former NWA pilot who had a NWA sick leave bank balance of more than 1920 hours after the adjustment under **Section 14 O. 1.**, the maximum duration of DPMA disability benefits ~~(or DPMA equivalent benefits)~~ and top-up benefits as stated in **Section 26 Q. 54. f.**, and the point at which DPMA benefits will be assigned to or benefit the Company ~~(or DPMA equivalent disability benefits will cease)~~, may be greater than 24 months. This number of months will be determined by substituting for "24" in the first and second sentences of **Section 26 Q. 54. f.** the number equal to his NWA sick leave bank balance after the adjustment under **Section 14 O. 1.**, divided by 80. This provision does not mean that each such former NWA pilot will receive this greater number of months of top-up disability

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- benefits, ~~DPMA benefits or DPMA equivalent benefits~~ since his NWA sick leave bank balance is still subject to reduction as described in *Section 26 Q. 5 4. c., d., and e.*
65. ~~DPMA disability benefits, DPMA equivalent disability benefits and top-up disability benefits are not considered eligible disability earnings for the contributions under the DC Plan, the DPSP, (including the NWA MP3) or the NWA RSPDPSP.~~
76. The Company may elect to pay top-up disability benefits and ~~DPMA equivalent disability benefits~~ from the VEBA, subject to *Section 26 Q. 2K. 4.*
7. **Disability benefits paid to former NWA pilots from the D&S Trust are subject to the contribution provisions of *Section 26 K. 4. 8.*** ~~Effective within a reasonable period of time following the date that the Company is able to pay former NWA pilots from a joint Delta Northwest payroll system, the VEBA trust established in connection with the NWA LTD Plan will cease. Effective on October 30, 2008, the NWA LTD Plan will be merged into the D&S Plan and disability benefits will be paid from the D&S Trust and the NWA LTD Trust. Disability benefits paid to former NWA pilots from the D&S Trust (but not the NWA LTD Trust) are subject to the contribution provisions of *Section 26 Q. 2.* Benefits payable under the terms of the NWA LTD Plan will continue to be treated as paid under the NWA LTD Plan for purposes of *Section 25* and *Section 26* notwithstanding the merger of the NWA LTD Plan into the D&S Plan or a termination of the VEBA trust established in connection with the NWA LTD Plan.~~
8. Other than as specified above, all former NWA pilots will participate under and in accordance with the terms of the D&S Plan.
- ~~10. The LTD Board will continue to perform the functions provided in the NWA LTD Plan.~~
9. With regard to a former NWA pilot who began sick leave on or before December 15, 2005, received a Disability Retirement Pension from the NWA Pension Plan that ceased due to his attainment of age 60 (whether before or after October 30, 2008), began receiving a Normal Retirement Pension from the NWA Pension Plan, and subsequently recovered and returns to active payroll status; if such pilot subsequently disables again, his disability benefits will be calculated and paid under the terms of the D&S Plan.

R. Former NWA Pilots - Retirement Benefits

~~1. NWA Pension Plan and NWA Excess Plan~~

~~On and after October 30, 2008, the~~ **1. The frozen NWA Pension Plan and NWA Excess Plan will be continued and all benefits under the frozen NWA Pension Plan and NWA Excess Plan will be provided under the terms of the NWA Pension Plan and NWA Excess Plan, respectively. The Retirement Board established under the NWA Pension Plan will continue to perform the functions provided in the NWA Pension Plan.**

2. NWA RSP

- a. ~~The 3% contributions to the NWA RSP will not be made with respect to compensation paid for work performed on and after October 30, 2008. However, these contributions will be made with respect to compensation paid after October 30, 2008 for work performed prior to October 30, 2008 under the NWA CBA.~~
- b. ~~Effective with respect to earnings paid for work performed on and after October 30, 2008, the flat percentage contributions (e.g., 6% in 2008, 6.5% in 2009) that were~~

being made to the NWA RSP with respect to a former NWA pilot who had not been included as a NWA MP3 participant (i.e. a pilot placed on the NWA seniority list after September 1, 2007) will cease.

- e. ~~Effective with respect to earnings paid for work performed during the period beginning on October 30, 2008 and ending at midnight on the date targeted allocation of employer contributions to the NWA MP3 ceases under **Section 26 R. 3. b.**, the NWA RSP will be amended to provide that contributions will be made to the NWA RSP with respect to a former NWA pilot who had been included as a NWA MP3 participant (i.e. a pilot placed on the NWA seniority list on or before September 1, 2007, including a pilot whose Target Contribution under the NWA MP3 is zero), as follows:~~

Plan Year	Flat Percentage of earnings
2008	0%
2009	0%
2010	1%
2011 until cessation of targeted allocations as described in Section 26 R. 3. b.	2%

- d. ~~Effective on October 30, 2008, the NWA RSP will be amended to provide for 100% vesting.~~
- e. ~~Effective on October 30, 2008, residual contributions required by the NWA MP3, as amended under **Section 26 R. 3. a.**, will continue to be made until targeted allocation of employer contributions to the NWA MP3 ceases under **Section R. 3. b.**~~
- f. ~~Effective on October 30, 2008, the definition of Recognized Compensation in the NWA RSP will be amended to correspond to the definition of earnings in the DPSP.~~
- g. ~~The assets and liabilities of the NWA RSP for former NWA pilots will be merged into the DPSP no later than April 1, 2009. Provided however if legally required notices require more time, then the merger will be effective at the beginning of the month after the time for such notices has expired. The Company will pay any associated costs of themakes a contribution to a defined benefit plan merger.~~
- h. ~~Following other than the NWA Pension Plan that exceeds the merger under **Section 26 R. 2. g.**, Company contributions otherwise required to be made to the NWA RSP will instead be made to the DPSP.~~
3. ~~NWA MP3~~
- a. ~~On and after October 30, 2008, the NWA MP3 will be continued and all contributions and benefits under the NWA MP3 will be provided under the terms of the NWA MP3 and under the terms of the NWA CBA applicable to the NWA MP3, as amended under **Section 26 R. 3. b. – e.** The Retirement Board established under the NWA RSP will continue to perform the functions with respect to the NWA MP3, as provided in the NWA MP3.~~

b. ~~Targeted allocation of employer contributions to the NWA MP3 will cease as of December 31, 2013.~~

1) ~~Until targeted allocations of employer contributions cease, contributions will be made to the NWA MP3 on earnings paid for work performed during the period beginning on October 30, 2008 and ending at midnight on the date targeted allocations cease, based on the earnings of all former NWA pilots who are participants in the NWA MP3 (i.e., all former NWA pilots who were placed on the NWA seniority list on or before September 1, 2007, including participants whose Target Contribution is zero), as follows:~~

Plan Year	Total Percentage of earnings	Target Portion Percentage	Flat Portion Percentage
2008	6.0%	6.0%	0%
2009	6.5%	6.5%	0%
2010	7.0%	7.0%	0%
2011	8.0%	8.0%	0%
2012	9.0%*	8.0%	1%
2013	12.0%	8.0%	4%

* ~~If the minimum funding requirement under Section 402 of the Pension Protection Act of 2006 for contribution for such other plan, the Company will meet and confer with the Association concerning the funding of the NWA Pension Plan for the plan year beginning October 1, 2011 is less than \$15 million, then the Total Percentage of earnings will instead be 10% of earnings paid on and after April 1, 2012 (8% Target Portion Percentage and 2% Flat Portion Percentage); 11% of earnings paid on and after July 1, 2012 (8% Target Portion Percentage and 3% Flat Portion Percentage); and 12% of earnings paid on and after October 1, 2012 (8% Target Portion Percentage and 4% Flat Portion Percentage). If the minimum funding requirement equals or exceeds \$15 million, the Total Percentage of earnings will be increased from 9% to 12% (8.0% Target Portion Percentage and 4% Flat Portion Percentage) effective for earnings paid after December 31, 2012. The Company's actuary will determine the funding requirement by December 31, 2011 and the Company will review this determination with the NWA MP3 Retirement Board.~~

2) ~~Company contributions with respect to the target portion percentage will be applied to make Target Contributions and residual contributions in accordance with the provisions of the NWA MP3. Company contributions with respect to the flat portion percentage will be allocated to the accounts of all participants of the NWA MP3, in proportion to their earnings.~~

3) ~~Until targeted allocations of employer contributions to the NWA MP3 cease, and with prior notice to the Company in each instance, the Company will make its actuaries available to assist the Association in the transition process and will pay the reasonable actuarial expenses incurred, not to exceed \$25,000 for each plan year or partial plan year, with any unused portion of the annual allowance carrying over to succeeding years, in the period from October 30, 2008 until cessation of targeted allocations.~~

- ~~The Association will reimburse the Company for any such expenses which exceed this limit.~~
- ~~c. Effective on October 30, 2008, the definition of Recognized Compensation in the NWA MP3 will be amended to correspond to the definition of earnings in the DC Plan, except that it will also include (i) the "deemed earnings" attributable to the applicable plan year for any participant on military leave, but without regard to the fact that the participant has not yet returned to recognized employment, and (ii) an amount equal to the final average earnings on which the benefit payable to any participant who is receiving disability benefits under the NWA LTD Plan is based (such amount to be determined in 2010 through 2013 as if disability benefits under the NWA LTD Plan were paid on the last day of a calendar month rather than on the first day of the following calendar month).~~
- ~~d. The assets and liabilities of the NWA MP3 for former NWA pilots, and at the Company's option, the other assets and liabilities of the NWA MP3, will be merged into the DC Plan no later than April 1, 2009. Provided however if legally required notices require more time, then the merger will be effective at the beginning of the month after the time for such notices has expired. The Company will pay any associated costs of the plan merger.~~
- ~~e. Following the merger under **Section 26 R. 3. d.**, Company contributions otherwise required to be made to the NWA MP3 will instead be made to the DC Plan.~~
- ~~f. The portion of Section 1.4.1. of the NWA MP3 that precedes Section 1.4.1.(b), is amended to read:~~
- ~~1.4.1. Service Beyond NRD. If a Participant continues in service beyond NRD, or if a Participant is reemployed after his disability retirement pension benefits under the Frozen DB Plan end at his NRD, the following rules shall apply in determining that Participant's Target Contribution during such continued employment or reemployment:~~
- ~~(a) Re-Determining Target Benefit. The Participant's net Target Benefit shall be re-determined as of the January 1 following the Participant's NRD (or in the case of a Participant who was reemployed after his disability retirement pension benefits under the Frozen DB Plan ended at his NRD, as of the January 1 following his reemployment), and each January 1 thereafter, until the Participant's Service Ratio equals one (1) or, if earlier, the Participant terminates employment with the Employer. The Participant's net Target Benefit shall be re-determined as of January 1 by increasing the numerator in the Participant's Service Ratio to include Projected Benefit Service that could be earned by the end of the calendar year including the re-determination date, not to exceed twenty five (25).~~
- ~~g. The second sentence of Section 1.4.3(a) of the NWA MP3 is amended to read: If a Participant returns to Recognized Employment within ten (10) years, the Target Contribution will be recomputed.~~
- ~~h. For purposes of calculating Company contributions required by USERRA to the NWA MP3 and related residual contributions to the NWA RSP/DPSP (and not for purposes of calculating other Company contributions required by USERRA to the~~

DPSP or DC Plan), with respect to a period of military leave following the pilot's transition to BP5, the pilot's "deemed earnings" will be calculated by substituting 80 hours for all months of the military leave.

~~4. DC Plan~~

~~a. This **Section 26 R. 4. a.** applies to a former NWA pilot who was not included as a NWA MP3 participant (i.e. a pilot placed on the NWA seniority list after September 1, 2007).~~

~~1) Effective with respect to earnings paid for work performed during the period beginning on October 30, 2008 and ending at midnight on December 31, 2012, such former NWA pilot will receive Company contributions to the DC Plan, as follows:~~

Plan Year	DC Plan Flat Percentage of earnings
2008	4.0%
2009	4.5%
2010	6.0%
2011	8.0%
2012	9.0%*

~~* If the minimum funding requirement under Section 402 of the Pension Protection Act of 2006 for the NWA Pension Plan for the plan year beginning October 1, 2011 is less than \$15 million, then the DC Plan flat percentage of earnings will instead be 10% for earnings paid on and after April 1, 2012; 11% for earnings paid on and after July 1, 2012; and 12% for earnings paid on and after October 1, 2012. If the minimum funding requirement equals or exceeds \$15 million, the DC Plan flat percentage of earnings will be increased from 9% to 12% effective for earnings paid after December 31, 2012. The Company's actuary will determine the funding requirement by December 31, 2011 and the Company will review this determination with the NWA MP3 Retirement Board.~~

~~2) Effective with respect to earnings paid for work performed after December 31, 2012, such former NWA pilot will participate in and be eligible for Company contributions to the DC Plan on the same basis as any other pilot.~~

~~b. This **Section 26 R. 4. b.** applies to a former NWA pilot who was included as a NWA MP3 participant (i.e. a pilot placed on the NWA seniority list on or before September 1, 2007, including a pilot whose Target Contribution under the NWA MP3 is zero).~~

~~1) Effective with respect to earnings paid for work performed during the period beginning on October 30, 2008 and ending at midnight on the date as of which targeted allocation of employer contributions to the NWA MP3 ceases, such former NWA pilot will receive Company contributions to the DC Plan under **Section 26 R. 3. b.** after the plan merger under **Section 26 R. 3. d.**, and will receive no other Company contributions to the DC Plan.~~

~~2) Effective with respect to earnings paid for work performed after the date as of which targeted allocation of employer contributions to the NWA MP3 ceases,~~

such former NWA pilot will receive Company contributions to the DC Plan on the same basis as any other pilot.

~~5. DPSP~~

~~a. This **Section 26 R. 5. a.** applies to a former NWA pilot who was not included as a NWA MP3 participant (i.e. a pilot placed on the NWA seniority list after September 1, 2007). Effective with respect to earnings paid for work performed on and after October 30, 2008, such former NWA pilot will receive Company contributions to the DPSP on the same basis as any other pilot.~~

~~b. This **Section 26 R. 5. b.** applies to a former NWA pilot who was included as a NWA MP3 participant (i.e. a pilot placed on the NWA seniority list on or before September 1, 2007, including a pilot whose Target Contribution under the NWA MP3 is zero).~~

~~1) Effective with respect to earnings paid for work performed during the period beginning on October 30, 2008 and ending at midnight on the date as of which targeted allocation of employer contributions to the NWA MP3 ceases, such former NWA pilot will receive Company contributions to the DPSP under **Section 26 R 2. c.** after the plan merger under **Section 26 R 2. g.**, and will receive Company residual contributions to the DPSP under **Section 26 R. 2. e.** after the plan merger under **Section 26 R. 2. g.**, and will receive no other Company contributions to the DPSP.~~

~~2) Effective with respect to earnings paid for work performed after the date as of which targeted allocation of employer contributions to the NWA MP3 ceases, such former NWA pilot will receive Company contributions to the DPSP on the same basis as any other pilot.~~

~~6. In the case of a pilot receiving benefits from the NWA LTD Plan who would be entitled to receive Company contributions to the NWA RSP, DPSP, NWA MP3 or DC Plan but for the fact that the pilot is treated as having incurred a termination of employment under the NWA LTD Plan, such contributions will not be made to the applicable Plan and, instead, the pilot will receive cash payments from the Company equal to the amount of Company contributions that would have been made, at the same time such contributions would have been made, to the applicable Plan; provided, however, that if such pilot is eligible for Social Security disability benefits and delivers notice to the Company, then such amount will be contributed to the applicable Plan.~~

~~7. The NWA Excess Plan will be amended, effective March 30, 2010, to provide that a pilot who is receiving NWA Excess Plan annuity benefits will have such benefits suspended upon his return to active payroll status. Upon his subsequent retirement, payment of his NWA Excess Plan annuity benefits will resume in the same amount he was receiving prior to his return to active payroll status, and those amounts that were suspended during his return will not be paid to him or made up in any other way.~~

~~S. Prior NWA Pilots – Retirement, Survivor and Disability Benefits~~

~~1. **Section 26 S.** applies to a prior NWA pilot and his eligible survivors under the NWA CBA (or under the terms of any prior NWA collective bargaining agreement, as applicable). **Section 26 S.** does not apply to an individual covered by the order of the bankruptcy court in the NWA bankruptcy case pursuant to Section 1114 of the bankruptcy code with respect to benefits covered by such order.~~

Section 26 – Retirement and Disability Benefits

2. ~~The Company will provide an individual to whom **Section 26 S.** applies with the following benefits, if any, to which he is entitled under the NWA CBA (or under the terms of any prior NWA collective bargaining agreement, as applicable):~~

- a. Retirement benefits,
- b. Pre-retirement survivor income and life insurance benefits,
- c. Post-retirement survivor income and life insurance benefits, and
- d. Disability benefits.

S. Reserved

T. NWA Disabled Pilots; and Inactive NWA Pilots ~~and Certain Previously Disabled Pilots—~~
Retirement, Survivor and Disability Benefits

1. **Section 26 T.** applies to a NWA disabled pilot, **and** an inactive NWA pilot, ~~a former NWA pilot who had received a Disability Retirement Pension from the NWA Pension Plan that ceased due to his attainment of age 60, and their eligible survivors under the NWA CBA, unless and until he returns under **Section 26 T. 3.**~~ **Section 26 T.** does not apply to an individual covered by the order of the bankruptcy court in the NWA bankruptcy case pursuant to Section 1114 of the bankruptcy code with respect to benefits covered by such order.

2. Except as provided in ~~**Section 26 L. 2. Exceptions, C. 4., Section 26 N. 3., Section 26 Q., and Section 26 R.,**~~ the Company will provide an individual to whom **Section 26 T. 2. Exceptions, Section 26 Q., and Section 26 R.,** ~~the Company will provide an individual to whom **Section 26 T.**~~ applies with the following benefits, if any, to which he is entitled under the NWA CBA:

- a. Retirement benefits,
- b. Pre-retirement survivor income and life insurance benefits,
- c. Post-retirement survivor income and life insurance benefits, and
- d. Disability benefits.

Effective October 1, 2009, in the case of a NWA disabled pilot on the seniority list on or after October 30, 2008: (i) in Sections 27.F.1.d.(1) and (2) of the NWA CBA, the term “age 60” will be construed to mean “FAA mandatory retirement age;” (ii) Section 27.F.1.d.(1) shall be construed to apply also to a pilot on a Normal Retirement Pension from the NWA Pension Plan; and (iii) Section 27.F.1.d.(2) of the NWA CBA shall be applied by reducing the \$25,000 in life insurance coverage at FAA mandatory retirement age by \$3,000 per year but not below \$10,000. The final reduction will be to \$10,000 and will remain \$10,000 for the remainder of his lifetime.

3. Except as provided in ~~**Section 26 L. 2. Exceptions, C. 4., Section 26 N. 2. Exceptions, 3., Section 26 Q., and Section 26 R.,**~~ a pilot to whom **Section 26 T.** applies will become eligible for benefits provided to pilots under **Section 26** at the following times:

- a. In the case of a ~~NWA disabled~~ pilot who had been receiving a Disability Retirement Pension from the NWA Pension Plan, upon his successful completion of qualification training,
- b. In the case of a ~~NWA disabled~~ pilot who had been receiving disability benefits from the NWA LTD Plan or a ~~former NWA~~ pilot who had received a Disability Retirement Pension from the NWA Pension Plan that ceased due to his attainment of age 60,

Section 26 – Retirement and Disability Benefits

- 1 when he presents a first class medical certificate to the Company and the Company
2 determines that he meets the applicable physical standards under **Section 15 B.**
3 ~~c. In the case of a NWA disabled pilot who had been on NWA sick leave immediately~~
4 ~~before his return to duty, when he reports for duty.~~
5 dc. In the case of an inactive NWA pilot, when he returns to active payroll status under
6 **Section 13 C.** and **Section 15 B.**, if applicable.

U. Addition of Optional Investment Services under DPSP and DC Plan

- 10 1. Each participant in the DPSP and the DC Plan (together, the “Plans”) will have the option
11 to enroll in the Financial Engines Personal Asset Manager (FEPAM) program provided
12 by Financial Engines (FE), an independent investment advisor. Under this program, FE
13 will actively manage the participant's accounts under the Plans (except for any assets held
14 in any “BrokerageLink” or similar account or investment option held in either Plan) on an
15 individually-determined basis, utilizing only the investment funds available from time to
16 time under the Plans.
17 2. The FEPAM program will be made available to participants in the DPSP and DC Plan,
18 ~~effective as of the later of November 1, 2008 or the date these additional investment~~
19 ~~services are made available to participants of the Savings Plan and, except as otherwise~~
20 ~~provided herein, will be made available~~ as long as such services are available to
21 participants in the Savings Plan.
22 3. Inclusion of the FEPAM program for the DPSP and the DC Plan will be on the basis of
23 “active choice,” meaning that a participant must make an affirmative election in order to
24 enroll in the FEPAM program. A participant's enrollment in the FEPAM program must
25 be made with respect to his accounts under both Plans; enrollment in one Plan but not the
26 other will not be permitted.
27 4. For assets invested in the FEPAM program, a participant's DPSP and DC Plan accounts
28 will be charged additional fees, per calendar quarter, in arrears, as set forth in the chart
29 below. The fees set forth below are the ~~initial~~**current** rates for the FEPAM program;
30 ~~which will not be changed for an initial three year period beginning on the date the~~
31 ~~FEPAM program is first made available to participants in any of the DPSP, the DC Plan~~
32 ~~or the DFCSP. The fees may be changed if FE changes the rates for the FEPAM program~~
33 ~~after the end of the initial three year FE contract period or any subsequent contract~~
34 ~~period, but in ending on 2/8/2014. In the event FE increases such fees or rates at the end~~
35 ~~of the initial three year FE contract period, or thereafter for any subsequent contract~~
36 period, the continued inclusion of the FEPAM program in the Plans is subject to the
37 agreement of the Association. These fees are also subject to change under **Section 26 U.**
38 **6.** or by agreement of the Company and the Association.

Participant's Plan Assets in FEPAM Program	FEPAM Program Fee Per Calendar Quarter
First \$100,000	.1125%
Next \$150,000	.0875%
Additional Assets	.0500%

Section 26 – Retirement and Disability Benefits

Note one: The fees will be prorated for a partial calendar quarter of enrollment.

Note two: The FEPAM program fees specified in the chart above will be applied to the assets under FEPAM management in each of the participant's DPSP and DC Plan accounts on a weighted basis.

Note three: The FEPAM program fees will apply in addition to the investment fees associated with the investment funds in which the participant's account assets are invested pursuant to the FEPAM program, and in addition to all other fees charged to the participant's account as provided by the Plans.

5. Each participant with an account balance in the DPSP or the DC Plan will have access to the following optional investment services from FE (whether or not the participant enrolls in the FEPAM program): annual printed Personal Evaluation (a retirement assessment) and access to online investment advice. All fees charged for these optional investment services, including but not limited to FE's set-up fees and annual per-participant platform fees, will be borne by the Company.
6. At any time that lower FEPAM program fees are charged to participants in the Savings Plan, such lower fees will apply also to participants in the DPSP and DC Plan effective at the same time.
7. A participant who elects to enroll in the FEPAM program may elect at any time to terminate such enrollment without penalty; ~~provided however, such.~~
Note: Such termination process may take at least 1 to 2 business days to implement.
8. Other than the fees charged to participants' accounts as described in *Section 26 U. 4.*, the Company will pay all fees and expenses for the FEPAM program, ~~including but not limited to the initial set-up fees for the FEPAM program.~~
9. At meetings with the Association's Retirement and Insurance Committee under *Section 26 H. 2.*, the Company will provide reports that include, for each of the DPSP, DC Plan, and Savings Plan, statistics regarding participants' enrollment in the FEPAM program and other reports regarding DPSP or DC Plan participants normally provided by FE to its clients in the FEPAM program. Specific information regarding participants may be provided only on a de-identified basis.
- ~~10. The DPSP and DC Plan will be amended as a result of the addition of these investment services if the Company and the Association mutually agree it is necessary.~~
- ~~11. The FEPAM program will be available to participants' accounts under the DPSP and the DC Plan, but will not be available to any accounts under a NWA plan; provided that once the NWA plan is merged into the DPSP or DC Plan, the FEPAM program and the optional investment services described in *Section 26 U. 5.* will be available to all participants' accounts transferred from the NWA plan to the DPSP or DC Plan.~~

1 SECTION 27

2
3 UNION SECURITY AND CHECK-OFF

4
5 A. Conditions

- 6
- 7 1. Each pilot covered by the PWA who fails to voluntarily acquire and maintain
8 membership in the Association, will be required, as a condition of continued
9 employment, beginning 60 days after the completion of his probationary period, to pay to
10 the Association each month a service charge as a contribution for the administration of
11 the PWA and the representation of such employee. The service charge will be an amount
12 equal to the Association's regular dues and periodic assessments, including both
13 assessments by the Association and the Delta MEC. In calculation of each non-member's
14 monthly obligation, the Association will allocate and adjust charges in the same manner it
15 followed with respect to its members.
 - 16 2. The provisions of this section will not apply to any pilot covered by the PWA to whom
17 membership in the Association is not available upon the same terms and conditions as
18 are generally applicable to any other pilot, or to any pilot to whom membership in the
19 Association was denied or terminated for any reason other than the failure of the pilot to
20 pay an initiation (or reinstatement) fee, dues and assessments uniformly required.
 - 21 3. If a pilot covered by this Agreement is delinquent, or becomes delinquent in the payment
22 of fees, dues and assessments or the service charge as stated in **Section 27 A. 1.**, the
23 Association will notify him by certified mail, return receipt requested, copy to the Senior
24 Vice President - Flight Operations, or his designee, that he is delinquent and is subject to
25 discharge. Such letter will also notify the pilot that he must remit the required payment
26 within a period of 15 days or be discharged. The notice of delinquency required under
27 this paragraph will be deemed to be received by the pilot, whether or not it is personally
28 received by him, on the fifth day after its postmark date of mailing, when mailed by the
29 Association by certified mail, return receipt requested, postage prepaid to the pilot's last
30 known address or to any other address which has been designated by the pilot. It will be
31 the duty of every pilot covered by this agreement to notify the Association's Membership
32 Services Department of every change in his home address or of an address where the
33 notice required by this paragraph can be sent and received by the pilot, if the pilot's home
34 address is at any time unacceptable for this purpose.
 - 35 4. If, upon the expiration of the 15 day period, the pilot remains delinquent, the following
36 procedure will be employed:
 - 37 a. The Association will give written notification to the Senior Vice President - Flight
38 Operations, or his designee, with a copy to the pilot, that the pilot has failed to remit
39 payment within the grace period allowed and ordering his termination of employment
40 as a pilot.
 - 41 b. Within five days of receipt of such notification the Senior Vice President - Flight
42 Operations or his designee will give the pilot written notification of the immediate
43 termination of his employment as a pilot. This notification will be provided by
44 certified mail, return receipt requested, and first class mail; additionally, the Company
45 may also deliver the notification by hand delivery. The termination will
46 automatically be held in abeyance for ten days from the postmark date of mailing of

- 1 the notification. If the pilot submits an appeal under **Section 27 A. 4. c. 1)**, the
2 termination will be further held in abeyance pending the exhaustion of the appeal
3 process in this section.
- 4 c. A pilot who receives notification of termination in accordance with the provisions of
5 this section will be subject to the following procedure, which will be exclusive of the
6 provisions of **Sections 18 and 19**.
- 7 1) A pilot who believes that the provisions of **Section 27** have not been properly
8 interpreted or applied, as they pertain to him, may submit a written appeal to the
9 Senior Vice President – Flight Operations, or his designee, (copy to the Vice
10 President – Finance/Treasurer of the Association) within ten days after the
11 postmark date of mailing of notification from the Company of his termination of
12 employment as a pilot.
- 13 2) The Senior Vice President – Flight Operations, or his designee, will review the
14 appeal and render a decision in writing with respect thereto not later than five
15 days following the receipt of the appeal.
- 16 3) The Senior Vice President – Flight Operations, or his designee, will provide the
17 pilot with a written decision, with a copy to the Association’s Vice President –
18 Finance/Treasurer and Director – Legal Department. Said decision will be final
19 and binding on all interested parties unless appealed as hereinafter provided.
- 20 4) If the decision is not satisfactory to either the pilot or the Association’s Vice
21 President – Finance/Treasurer, either may appeal the decision by filing a notice of
22 appeal. Such notice will be sent to the Company, to the other party and to the
23 National Mediation Board within ten days of the receipt of the decision and must
24 contain a request for the National Mediation Board to provide a list of five neutral
25 referees.
- 26 5) A neutral referee may be agreed upon by the pilot and the Association’s Director
27 – Legal Department within ten days after receipt of the list of neutral referees. If
28 the parties cannot agree on a neutral referee, a referee will be chosen from the
29 panel supplied by the National Mediation Board. The alternate strike method will
30 be used to select a neutral referee with the pilot initiating the first rejection. Such
31 final selection of a neutral referee will be accomplished within ten days after
32 receipt of the list of neutral referees. If the parties have not reached agreement by
33 the alternate strike method with the aforementioned ten day period, the first name
34 listed on the five name panel provided by the National Mediation Board will be
35 designated the neutral referee.
- 36 6) The decision of the neutral referee will be requested within 30 days after the
37 hearing of the appeal unless otherwise agreed by the pilot and the Association’s
38 Director – Legal Department and will be final and binding on all parties to the
39 dispute. The fees, charges and other reasonable expenses of such neutral referee
40 will be paid equally by the pilot and the Association.
- 41 5. A pilot discharged by the Company under the provisions of this section will be deemed to
42 have been “discharged for just cause” within the meaning of the terms and provisions of
43 the PWA.
44

Section 27 – Union Security and Check-Off

B. Check-Off of Dues, Service Charges and Assessments

1. Check-Off

- a. The Company agrees to deduct from the pay of each employee covered by the PWA, and remit to the Association promptly upon such deduction, membership dues, assessments by the Association, assessments by the Delta MEC, and service charges uniformly levied, in accordance with the Constitution and By-Laws of the Association, all as prescribed by the Railway Labor Act, as amended, provided such employee voluntarily executes authorization on a form, to be supplied by the Association, herein called "Check-Off Form." Check-off forms duly executed will be delivered to the ~~Base~~ Chief Pilot **Support Center**.
 - b. The Company will promptly provide the Association with a computerized statement in suitable electronic form at the time of each deduction under a check-off form, detailing for each pilot who executed a check-off form for his deductions dues, separately showing dues, service charges and specific assessments.
2. Deductions authorized by check-off forms will begin on the first day of the month following receipt of such check-off forms. An example of such check-off form is as follows:

FORM FOR CHECK-OFF OF DUES, ASSESSMENTS BY THE ASSOCIATION AND THE DELTA MEC, AND SERVICE CHARGES

To Delta Air Lines, Inc.

I, _____, hereby authorize and direct Delta Air Lines, Inc., to deduct from my pay such monthly dues (1.95% as of **June 1, 2006DOS**, or such other amount as may be set by the Association), periodic assessments by the Association, periodic assessments by the Delta MEC, and service charges as are now or may hereafter be established in accordance with the Constitution and By-Laws of the Association, and as defined in **Section 27** for remittance to the Air Line Pilots Association, International. I agree that this authorization will be irrevocable for one year from the date hereof or until termination of the check-off agreement between Delta Air Lines, Inc., and the Association, whichever occurs sooner. If the check-off agreement is terminated, this authorization will be automatically terminated. In the absence of a termination of the check-off agreement, this authorization may be revoked effective as of any anniversary date of the signing hereof by written notice given by me to Delta Air Lines, Inc., and the Association by registered mail, return receipt requested, during the ten days immediately preceding any such anniversary.

This form does not revoke an existing check-off form unless and until it has been duly executed by the employee.

ALPA Number _____

Signature of Employee _____

Address of Employee _____

Payroll Number _____ Location _____

Date _____

Section 27 – Union Security and Check-Off

- 1 3. The PWA will not be construed to revoke or cancel any check-off form executed prior to
2 the effective date of the PWA.
- 3 4. No deductions of dues, assessments, or service charges will be made from the wages of
4 any pilot who has executed a “FORM FOR CHECK-OFF OF DUES, ASSESSMENTS
5 BY THE ASSOCIATION AND THE DELTA MEC, AND SERVICE CHARGES” and
6 who has been transferred to a job not covered by the PWA, who is on furlough, or who is
7 on leave without pay. Upon return to work within a classification covered by the PWA,
8 whether by transfer, termination or leave without pay, or recall from furlough, deductions
9 will be automatically resumed provided the pilot has not revoked the assignment in
10 accordance with the other appropriate provisions of this section and the Railway Labor
11 Act, as amended.
- 12 5. A pilot who has executed a “FORM FOR CHECK-OFF OF DUES, ASSESSMENTS BY
13 THE ASSOCIATION AND THE DELTA MEC, AND SERVICE CHARGES” and
14 whose employment is terminated will be deemed to have automatically revoked the
15 assignment. If he is reemployed, further deductions of dues and assessments, or service
16 charges will be made only upon execution and receipt of a new “FORM FOR CHECK-
17 OFF OF DUES, ASSESSMENTS BY THE ASSOCIATION AND THE DELTA MEC,
18 AND SERVICE CHARGES.”
- 19 6. Collections of any back dues, assessments by the Association and Delta MEC or service
20 charges owed at the time of starting deductions for any employee and collection of dues
21 missed because the pilot’s earnings were not sufficient to cover the payment of dues,
22 assessments by the Association and Delta MEC or service charges for a particular pay
23 period will be the responsibility of the Air Line Pilots Association and will not be subject
24 to payroll deductions.
- 25 7. Deductions of dues, assessments by the Association and Delta MEC and service charges
26 will be made from each flight paycheck, provided there is a balance in the paycheck
27 sufficient to cover the amount after all other deductions authorized by the pilot or
28 required by law have been satisfied. In the event of termination of employment, the
29 obligation of the Company to collect dues, assessments by the Association and Delta
30 MEC and service charges will not extend beyond the monthly period in which his last
31 day of work occurs.
- 32 8. The Company agrees to deduct from the pay of each pilot an amount stipulated on his
33 signed “Delta Pilots’ Furlough/Emergency Relief Check-Off Form,” and remit to the
34 Association, such contributions. Deductions, changes and cancellations authorized by
35 check-off forms will begin on the first paycheck issued after receipt and processing of
36 such check-off forms by the Company.

DELTA PILOTS FURLOUGH/EMERGENCY RELIEF FUND TO DELTA AIR LINES, INC.

41 I, _____, hereby authorize and direct Delta Air Lines, Inc. to:

- 42
- 43 ☐ Deduct from my semi-monthly pay the following whole-dollar amount \$ _____ for
44 remittance to the Delta Pilots Furlough/Emergency Relief Fund. This authorization
45 remains in effect until changed or canceled in writing.
46

Section 27 – Union Security and Check-Off

☐ Change my semi-monthly contribution to the Delta Pilots Furlough/Emergency Relief Fund to the following whole-dollar amount \$ ____.

☐ Cancel my semi-monthly contribution to the Delta Pilots Furlough/Emergency Relief Fund.

Signature of Employee _____

Address of Employee _____

Payroll Number _____ Base _____ Department _____ Date _____

NOTE: This contribution is not tax-deductible.

9. Status of authorization for dues check-off, service charges, and assessment deductions from ~~an former inactive NWA pilot or a NWA disabled pilot who has not yet become an active Delta pilot,~~ **an active Delta pilot,** ~~his paycheck~~ **will transfer to the Company when he returns to becomes active payroll status and on October 30, 2008** without any requirement for ~~him~~ **such pilot** to re-submit such authorizations.

C. ALPA PAC Check-Off

1. The Company agrees to deduct from the pay of each pilot covered by the PWA, and remit to the Association, ALPA PAC contributions provided such employee voluntarily executes authorization on a form, to be supplied by the Association, herein called "ALPA PAC Check-Off Form." Each duly executed ALPA PAC Check-Off Form will be delivered to the ~~Base~~ Chief Pilot **Support Center**. An example of such Check-Off Form is shown below.

ALPA PAC CHECK-OFF FORM
ASSIGNMENT AND AUTHORIZATION
FOR CHECK-OFF OF ALPA PAC CONTRIBUTIONS

To Delta Air Lines, Inc.

I, _____, hereby authorize and direct Delta Air Lines, Inc. to deduct from my pay semimonthly contributions in the amount stated below for remittance to the Air Line Pilots Association Political Action Committee. I agree that this authorization will be irrevocable for one year from the date hereof or until termination of the ALPA PAC check-off agreement between Delta Air Lines, Inc. and the Association, whichever occurs sooner. In the absence of a termination of the ALPA PAC check-off agreement, this authorization may be revoked effective as of any anniversary date of the signing hereof of written notice given by me to Delta Air Lines, Inc., and the Association by registered mail, return receipt requested, during the ten days immediately preceding any such anniversary.

Amount to be deducted semimonthly _____

Section 27 – Union Security and Check-Off

1 Signature of Employee _____

2 Address of Employee _____

3 Payroll Number _____ Location _____

4 Date _____

- 5
- 6 | 2. Deductions authorized by ALPA PAC “Check-Off Forms” will begin on the first day of
- 7 the month following receipt of such check-off forms.
- 8 3. The Association will remit to the Company actual reasonable administrative costs of this
- 9 provision.

10 D. Indemnification and Cooperation

- 11
- 12
- 13 1. To the extent the Company is acting pursuant to written order by an authorized
- 14 Association representative under the terms of this section or is acting pursuant to the
- 15 provisions of **Section 27 B.** and/or **C.**, the Company will not be liable for and will be held
- 16 harmless from and be indemnified by the Association for any and all claims, awards or
- 17 judgments, including court costs, which may result from legal action (including
- 18 arbitration) by any pilot or pilots by virtue of the application or interpretation of any of
- 19 the terms of this section.
- 20 2. The Company will cooperate with (e.g., provide requested documentation and
- 21 information) the Association in its defense of such claims, awards and judgments.

1 SECTION 28

2
3 DURATION

4
5 A. Effective Date and Duration

6
7 Except as expressly provided otherwise, this agreement will become effective on ~~October 30,~~
8 ~~2008~~**July 1, 2012**, will continue in full force and effect through December 31, ~~2012~~**2015**, and
9 will renew itself without change through each succeeding December 31st, unless written
10 notice of intended change is served in accordance with Section 6, Title I, of the Railway
11 Labor Act, as amended, by either party hereto at least 60 days but no more than 270 days
12 prior to December 31, ~~2012~~**2015** or December 31st in any year thereafter. In the absence of
13 an agreement by March 31, ~~2013~~**2016**, the parties agree to jointly petition the National
14 Mediation Board for mediation services.
15

16 B. Delta Waiver

17
18 Delta waives its right under the Railway Labor Act to make unilateral changes to the
19 termination and labor disputes provisions of ~~Section 1 N. 15. and 17.,~~
20 **Section 1 O. 14. and 16., Section 1 P. 7., and Section 1 Q. 8. and 10.** during periods of
21 lawful self-help by pilots. The termination and labor disputes provisions of ~~Section 1 N. 15.~~
22 ~~and 17., Section 1 O. 14. and 16., Section 1 P. 7., and Section 1 Q. 8. and 10.~~ will remain in
23 full force and effect unless and until revised in a future written agreement between the
24 Company and the Association, irrespective of whether the pilots are engaged in a lawful
25 strike under the Railway Labor Act.
26

27 C. Effect on Other Agreements

28
29 This PWA supercedes and cancels all Agreements, Supplemental Agreements, Amendments,
30 Letters of Understanding, Memorandums of Understanding, Memorandums, Summaries and
31 similar related documents executed between the Company and the Association prior to the
32 date of signing of this PWA with the exception of the following Letters of Agreement:
33

LOA #	Letter of Agreement
1	Release from Duty for Association Business: Option to be Removed from Category and Return to Duty
2	Special Incentive Line
3	Flight Operations Quality Assurance Program
4	Military Airlift Charter
53	Civil Reserve Air Fleet Operations
64	Recovery Compact
75	Benefit Review Board
86	Post-Retirement Pilot Hiring
7	<u>Flight Operations Quality Assurance</u>

	<u>Program</u>
8	A319 Charters
9	LOAs from the Former NWA- CBA Compass Flow Through
10	• Narita and Amsterdam Hotel- Policy Mesaba Flow Up
11	Freighter Deadhead Pilot Retiree Medical Account (RMA) Program
12	KLM Joint Venture
13	Control of Midwest Airlines
1412	PWA Carryover Provisions

MOU #	Memorandum of Understanding
1	Vacation Swap Board
21	PBS
32	Neutral Doctor Process Amendment to the D&S Plan
43	Pilot Aviation Safety Action Program Administration
4	JFK-BOG Overnight Operations
5	Carryout Rotations and Pre- Training Period Tests
6	Scheduling of Known Full-Time Association Business
57	Data Collection on Ultra Long Range- Flights Additional Rest Seat on B767-400 and A330 During TOE
8	Automated Run Time Testing

D. Implementation Schedule

TBD

IN WITNESS WHEREOF, the parties hereto have signed this PWA this 30th day of
October 2008 June 2012.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

**RELEASE FROM DUTY FOR ASSOCIATION BUSINESS:
OPTION TO BE REMOVED FROM CATEGORY & RETURN TO
DUTY**

This LETTER OF AGREEMENT is made under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (“Company”) and the Air Line Pilots Association, International (“Association”).

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective October 30, 2008; and

WHEREAS the parties desire to amend the PWA to provide specific options and procedures for pilots who are absent due to Association business to maintain currency, be removed from a category, and return to duty.

NOW THEREFORE, it is mutually agreed:

1.

Definitions

- a. “Designated pilot” for the purposes of this LOA means a pilot elected or appointed to office as an MEC Officer, MEC Executive Administrator, Association Board of Director Member or MEC Negotiating Committee Member.
- b. “Upgrading pilot” for the purposes of this LOA means a designated pilot who begins an absence due to Association business as a First Officer, and returns with sufficient seniority to hold a position that would allow him to obtain his initial type rating or initial Captain position at the Company.

LOA #1 – Release From Duty For Association Business: Option To Be Removed From Category & Return To Duty

2.

Options to be Removed From Category

- a. At the onset of each term of ALPA office, a designated pilot must choose to:
 - 1) be removed from his category, or
 - 2) remain in his category.
- b. A designated pilot who initially chose to remain in his category may choose thereafter to be removed from such category for the duration of the absence. Such pilot will return to the line under paragraph 3. a. of this LOA.
- c. A designated pilot who elected to be removed from his category will continue to accrue vacation under **Section 7 B.** of the PWA and will be paid unused earned vacation under **Section 7 G. 3.** of the PWA. Such hours paid, together with the benefits override, will be reimbursed to the Company by the Association.
- d. A designated pilot who remains in his category will maintain qualification for his position by:
 - 1) flying; or
 - 2) performing duties in a flight simulator.
- e. Upon request, a designated pilot maintaining qualification for his position under paragraph 2. d. 1) of this LOA, may fly a rotation(s) on an LCP's schedule on which no operating experience or line check function has been scheduled.

3.

Return to Duty

- a. A designated pilot who was removed from his category:
 - 1) will return to the category he held at the beginning of his leave,
Exception: If a pilot senior to him was involuntarily displaced from that category during his leave, or the category no longer exists, the designated pilot will transfer to the category of his choice that his seniority permits him to hold.
or
 - 2) will transfer to a category in which there has been an AE awarded during his leave and that his seniority permits him to hold,
Note: Upon such transfer the designated pilot will incur a category freeze under **Section 22 G.** of the PWA.
and
 - 3) if he is an upgrading pilot who desires to re-acclimate to line operations as a domestic category First Officer, will be permitted to return under paragraph 3. c. of this LOA.
- b. A designated pilot who remained in his category for the entire period of his absence and was awarded an AE during such absence:
 - 1) will be converted into the category of his AE in seniority order, but his conversion will be held in abeyance pending the commencement of his training for such category, and
 - 2) may:
 - a) be converted and commence training for his new category in the bid period of his return, or

LOA #1 – Release From Duty For Association Business: Option To Be Removed From Category & Return To Duty

b) remain in his former category for up to six bid periods (with pay at the rates applicable to such category) and be converted and commence training for his new category in the seventh bid period.

Exception: At the pilot's request, and with the Company's concurrence, he will be converted and commence training earlier than the seventh bid period if a training slot is available.

c. An upgrading pilot who was removed from his category may:

1) designate a domestic First Officer category to which he desires to return for the purpose of re-acclimating himself to line operations. Such category will:

a) be a category his seniority permits him to hold, and

b) include equipment requiring the same or common type rating as required in the category of his AE award under paragraph 3. a. 2) of this LOA,

Exception: If the upgrading pilot was awarded an AE for a category requiring a type rating, he may designate any domestic First Officer category his seniority permits him to hold.

2) be converted and enter training for his designated First Officer category in the first bid period of his return,

3) hold his designated First Officer category for a period of up to six bid periods after completion of training,

Note: During this period, the pilot will be paid at the rates applicable to his designated First Officer category.

4) be converted and enter training in his upgrade category in the seventh bid period of his return, and

Exception: At the pilot's request, and with the Company's concurrence, he will be converted and commence training earlier than the seventh bid period of his return if a training slot is available.

5) be provided a full training course in his upgrade category if he requests. If not, he will be provided the required training course.

4.

Duration

This LOA will become effective on its date of signing and will remain in effect concurrent with the PWA.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

SPECIAL INCENTIVE LINE

This LETTER OF AGREEMENT is made under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (“Company”) and the Air Line Pilots Association, International (“Association”).

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective October 30, 2008; and

WHEREAS the Company and the Association desire to amend the PWA so as to implement a voluntary program to reduce the negative impact of a surplus of pilots.

NOW THEREFORE, it is mutually agreed:

1.

Definitions

- a. “Excess category” means a category that has been designated by the Company and in which a SIL(s) will be offered to eligible pilots.
- b. “Eligible pilot” means a pilot who:
 - 1) holds a position in an excess category,
 - 2) has completed OE for such category,
 - 3) is not a non-consolidated pilot, and
 - 4) is not anticipated or scheduled to be absent in the SIL bid period (e.g., vacation, training, military leave, sick leave, jury duty).

Note: A pilot may be anticipated by the Company to attend training before such training is posted. Such pilot would not be an eligible pilot under this LOA. A pilot who has been denied a SIL award for a bid period because of his anticipated training will be scheduled for training during such bid period.
- c. “Special incentive line (SIL)” means a line that does not contain any flying or reserve on-call obligations, and is awarded on a voluntary basis under this LOA.

LOA #2 – Special Incentive Line

2.

a. The Company will determine:

- 1) which categories, if any, will be designated as excess categories for a bid period, and
- 2) the number of SILs to be made available for bidding in an excess category for a bid period.

3.

The Company may commence awarding SILs in any bid period, following notification and concurrence of the MEC Scheduling Committee Chairman.

4.

An eligible pilot may bid and be awarded a SIL under the following schedule:

Days Before Start of SIL Bid Period	Event
40 days	SILs posted in DBMS
35 days	SIL Bidding closes
34 days	SIL Awards posted in DBMS

5.

A bid for a SIL will not be valid unless it:

- a. is clearly marked as a “SIL BID”,
- b. is received by Crew Resources not later than 0700E on the date the bid closes, and
- c. includes the following information:
 - 1) Name
 - 2) Employee number
 - 3) Category of the pilot in the SIL bid period.

6.

A bid may be submitted by:

- a. hand delivery to Crew Resources,
- b. fax to Crew Resources at (404 715-1165), or
- c. e-mail to Crew Resources at crewresources@delta.com.

7.

SILs will be awarded in seniority order among eligible pilots in the excess category who have submitted valid bids under paragraph 5. A pilot will not be awarded or assigned a SIL if he did not submit a valid bid for a SIL.

8.

A SIL award will be revocable only by mutual agreement between the Company and the pilot.

9.

During a bid period in which he holds a SIL:

- a. a pilot will receive a SIL guarantee of 55 hours of pay and credit at his applicable composite hourly rate.
- b. a pilot will not be eligible to use sick leave credit hours or accident leave.
- c. a pilot will remain on active payroll status.
- d. when returned to the line under **Section 11 C. 2.**, an SLI who is awarded a SIL will not be permitted to use his full service bank to be paid over the SIL guarantee (i.e., **Exception 2**) to **Section 11 C. 3. d.** will not apply).

10.

A pilot will be relieved of all obligations to fly and obligations to be available to fly during his SIL bid period.

Exception one: A regular pilot will be obligated to fly to completion a rotation that begins in the prior bid period and extends (or is extended) into the SIL bid period.

Note: Such rotation may be modified under paragraph 11. b. 1).

Exception two: A reserve pilot will be obligated to continue a rotation that begins in the prior bid period and extends (or is extended) into his SIL bid period, until such rotation passes through the pilot's base in his SIL bid period.

11.

The pay associated with a portion of a rotation that began in the prior bid period and occurs in the SIL bid period will:

- a. be paid over the SIL guarantee of a pilot who held a reserve line at the start of such rotation.
 - b. not be paid over the SIL guarantee of a pilot who held a regular line at the start of such rotation unless:
 - 1) no later than the 15th day of the month prior to the SIL bid period, the pilot requested a personal drop of such rotation, and the Company denied such personal drop,
Note one: Such personal drop request will remain active until 0700E on the day prior to the start of the rotation that extends into the SIL bid period.
Note two: The Company may remove a pilot from a portion of a rotation that extends into the SIL bid period. The pilot will not receive pay or credit for the removed portion of such rotation that occurs in the SIL bid period.
- or
- 2) the rotation was not originally scheduled to extend into the SIL bid period and the flying in the SIL bid period was pursuant to a reroute.

12.

A reserve pilot who has been awarded a SIL for the next bid period may:

- a. not be awarded open time that extends into his SIL under:
 - 1) **Section 23 N. 4., 5., 8., 9., or 10.** (Long Notice Ladder).
 - 2) **Section 23 O. 3., 5., or 8.** (Short Notice Ladder).
- b. be awarded open time that extends into his SIL after pilots assigned under:
 - 1) **Section 23 N. 10. and 11.,** (Long Notice Ladder) in the following sequence:
 - a) Long call reserve pilots for whom the assignment would extend into their SIL bid period (in category, within least intrusion groupings, by RAW value), then
 - b) Short call reserve pilots for whom the assignment would extend into their SIL bid period (in category, within least intrusion groupings, by RAW value).
 - 2) **Section 23 O.** (Short Notice Ladder) after pilots assigned under **Section 23 O. 8.** (in category, within least intrusion groupings, by RAW value).

13.

A regular pilot who has been awarded a SIL for the next bid period may not:

- a. be awarded or assigned open time that extends into his SIL under **Section 23 E., N., or O.,** or
- b. swap for a rotation that extends into his SIL under **Section 23 H.**

14.

A pilot who has been awarded a SIL may not pick up a pre-bid period white slip that extends into his SIL.

Note: A pilot who has bid for a SIL may, prior to SIL awards, bid and be awarded a pre-bid period white slip that extends into the SIL bid period. Pay for such rotation will be under paragraph 11. b.

15.

This LOA will become effective on its date of signing and will remain in effect concurrent with the PWA. Notwithstanding the foregoing, either party may cancel this LOA by serving upon the other party written notice of its desire to cancel this LOA. On the first day of the first bid period commencing at least 45 days after service of such written notice, this LOA will be deemed null and void and will have no further effect.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

CIVIL RESERVE AIR FLEET OPERATIONS

This LETTER OF AGREEMENT is made in accordance with the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. ("Company") and the Air Line Pilots Association, International ("Association").

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company's pilots ("Pilot Working Agreement" or "PWA") effective October 30, 2008.

NOW THEREFORE, it is mutually agreed:

1.

For the purpose of this LOA, the term "CRAF operation" means all flight operations conducted in accordance with an agreement between the Company and the Department of Defense (DOD) covering Civil Reserve Air Fleet (CRAF) operations, but does not include the Company's certificated service or commercial charter service or any other government operation.

2.

The term "CRAF pilot" means a pilot who is awarded or assigned a CRAF operation position under this LOA.

3.

The rates of pay, rules and working conditions applicable to CRAF pilots will be governed by the PWA, except as specifically modified herein.

4.

A CRAF pilot will be treated as an international category pilot for all purposes of the PWA.

5.

During the first 30 days of a CRAF operation, pilots will be assigned to the CRAF operation in the following manner:

- a. CRAF operation positions will be proffered to currently qualified pilots on the aircraft activated by the DOD, in seniority order.
- b. A position(s) that remains vacant after all currently qualified pilots on the aircraft activated by the DOD have been proffered will be assigned to currently qualified pilots on the aircraft activated by the DOD, in inverse seniority order.
- c. A position(s) that remains vacant after all currently qualified pilots on the aircraft activated by the DOD have been inversely assigned will be proffered to pilots in seniority order.
- d. A position(s) that remains vacant after all pilots have been proffered will be assigned to pilots in inverse seniority order.

6.

Within 30 days after the implementation of a CRAF operation, all pilot positions in such operation will be:

- a. posted for system wide bid and awarded under the PWA, and
- b. considered as operating from a newly established base.

7.

At the expiration of the initial 30-day period, a pilot assigned to a CRAF operation will remain in such position until replaced by a pilot who successfully bid such operation under the PWA. Such replacements will be made as soon as practicable under the PWA.

8.

A pilot who is awarded or assigned a CRAF operation position during the first 30 days of such operation and indicates to the Company in writing his desire to return to the category he held prior to his award or assignment to the CRAF operation, will be allowed to do so provided there is a currently qualified pilot who:

- a. has expressed his desire to the Company in writing to fill such CRAF position, or
- b. is junior to him.

LOA #3 – Civil Reserve Air Fleet Operations

9.

A CRAF pilot will be eligible for continued participation in the applicable Company insurance plans. In addition thereto, the Company will provide \$1,000,000 accidental death and dismemberment insurance coverage for each pilot while he is assigned to the Company's CRAF operation.

10.

A CRAF pilot will be considered as though assigned to the Company's regular operations for retirement plan purposes.

11.

This LOA will become effective on its date of signing and will remain in effect concurrent with the PWA.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

RECOVERY COMPACT

This LETTER OF AGREEMENT is made under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (“Company”) and the Air Line Pilots Association, International (“Association”).

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective October 30, 2008.

NOW THEREFORE, it is mutually agreed:

1.

The Association and the Company will jointly engage [person or firm to be jointly determined following appropriate joint review and interview process], to facilitate their agreement to this recovery compact based upon recent research and experience, to include:

- a. building a positive workplace culture and environment, and
- b. improving employee-management and cross-functional/cross-occupational coordination, flexibility, cooperation and conflict resolution with a goal of high levels of performance.

2.

The recovery compact will address a process for improving joint performance in areas such as corporate culture, quality of work life, and corporate efficiency.

LOA #4 – Recovery Compact

3.

The recovery compact will address, more specifically, rebuilding trust of management by pilots, and of pilots by management; rebuilding the pilot advocacy role of flight operations management; rebuilding management's confidence in captain's authority; openness of each group to the ideas of the other; and reduction of conflict between employee groups.

4.

This LOA will become effective upon its date of signing and remain in effect concurrent with the PWA.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

BENEFIT REVIEW BOARD

THIS LETTER OF AGREEMENT is entered into in accordance with the provisions of the Railway Labor Act, as amended, by Delta Air Lines, Inc. (“Company”) and the Air Line Pilots Association, International (“Association”).

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective **DOS**; and

WHEREAS the Company and the Association desire to amend the PWA to implement a Benefit Review Board.

NOW THEREFORE, it is mutually agreed:

1.

Application of Letter of Agreement

(a) Plans Covered. This LOA applies to Benefit claims and Disputes with respect to the following plans maintained by the Company (collectively, the “Plans” and individually, the “Plan”):

- (1) Delta Pilots Savings Plan
- (2) Delta Pilots Defined Contribution Plan
- (3) Delta Pilots Disability and Survivorship Plan
- (4) Delta Pilots Medical Plan (including medical, dental, orthodontic and prescription benefits) and applies to Benefit claims of pilot Participants (or their dependents or beneficiaries) arising under:
 - a. the Delta Health Plan, and
 - b. the DPMP.

LOA #5 – BENEFIT REVIEW BOARD

Note: The Delta Health Plan and DPMP will be Plan(s) within the meaning of this LOA only insofar as it is consistent with such applicability to Benefit claims.

(b) Definitions. For purposes of this LOA:

- (1) “Benefit claim” means a request:
 - a. by a Participant for payment of benefits under a Plan, or
 - b. for determination of eligibility to be a Participant in a Plan.
- (2) “Dispute” means a protest by the Association of an interpretation or application of a Plan provision(s) by the Plan Administrator.
- (3) “Participant” means a person who is participating in a Plan or who is requesting a determination of eligibility to be a Participant in a Plan.
- (4) “Plan Administrator” means the Administrative Committee of Delta Air Lines, Inc. as described in the Plans.
- (5) “Benefit Board” means the Benefit Review Board established and described in paragraphs 2. and 7. of this LOA.
- (6) “Four-Member Benefit Board” means the Board when comprised of two members appointed by the Company and two members appointed by the Association to decide a specific Benefit claim denial or Dispute.
- (7) “Five-Member Benefit Board” means the Board when comprised of four members, and a neutral member selected by the parties, to decide a specific Benefit claim denial or Dispute.

2.

Benefit Review Board

- (a) Establishment and Membership. There will be established a Benefit Review Board which will have rights and responsibilities regarding the Plans as set forth in this LOA. The Company and the Association will each appoint up to eight persons to serve as Benefit Board members. A Benefit Board member will serve until a successor has been appointed. Each party will promptly notify the other in writing of any change of members. Either the Company or the Association at any time may remove a member appointed by it and will select a member to fill any vacancy among the members selected by it.
- (b) Chairman; Vice-Chairman. Each Four-Member Benefit Board will have a Chairman and a Vice-Chairman. Chairmanship of the Benefit Board will alternate between the Association Benefit Board members and the Company Benefit Board members on a yearly basis. When an Association Benefit Board member is Chairman, a Company Benefit Board member will be Vice-Chairman, and vice versa. Each Five-Member Benefit Board will have a Chairman, who will be its neutral member.
- (c) Release from Duty. Benefit Board members will be released from duty to attend hearings of the Benefit Board and meetings of the Benefit Board, and when jointly authorized by the Chairman and Vice-Chairman, to perform other Benefit Board duties. Benefit Board members will be furnished positive space on-line transportation to attend meetings and hearings of the Benefit Board.
- (d) Quorum and Voting Requirement. Three members of the Benefit Board will constitute a quorum for the transaction of business. No proxies will be allowed. All

actions and decisions of the Benefit Board will be by the affirmative vote of not less than three members. Where two Company-appointed members and two Association-appointed members are present, each member will cast one vote. If only one Company-appointed member or only one Association-appointed member is present, that member will cast two votes. A deadlock of a Four-Member Benefit Board may be resolved by the Five-Member Benefit Board.

(e) Meetings and Hearings. The Benefit Board will meet quarterly if there are appeals or Disputes to be decided. Meeting and hearing dates and times will be fixed by mutual agreement between the Company and Association Benefit Board members. A Benefit claim denial or Dispute will be scheduled for consideration by the Benefit Board at a meeting or hearing that is at least 30 days after the filing of the appeal, or, in a Dispute, at least 30 days after the filing of the request for a hearing. Meetings and hearings will be held at the Company's headquarters, unless the Benefit Board agrees to a different location. Meetings and hearings may also be held via telephone conference call if all members agree to the call. The Benefit Board may take action without a meeting or telephone conference call by unanimous written consent evidenced by a writing signed by all its members.

(f) Records. Each Benefit Board will maintain records reflecting the conduct of its business.

(g) Compensation and Expenses. The Association and the Company will assume the costs of the compensation and expenses of its appointed Benefit Board members and summoned witnesses. Expenses of the Benefit Board that are jointly authorized by the Chairman and the Vice-Chairman will be shared equally by the Association and the Company. The cost of the reasonable expenses and compensation of the neutral member of a Five Member Benefit Board will be shared equally by the Association and the Company.

3.

Jurisdiction of the Benefit Board

The Benefit Board will have jurisdiction only to decide a Dispute or a Benefit claim denial, as described in paragraph 3. (a) and (b) of this LOA.

(a) Jurisdiction- Benefit Claim Denial. The Benefit Board will have the exclusive jurisdiction to hear and decide a Benefit claim that:

- 1) is in excess of \$1,000, and
- 2) has been denied and properly appealed to the Benefit Board after exhaustion of all administrative remedies available in the Plan under which the Benefit claim was made (including any external independent voluntary review under the DPMP and Delta Health Plan), and
- 3) has been appealed in compliance with paragraph 5. of this LOA.

(b) Jurisdiction-Dispute. The Benefit Board will have the exclusive jurisdiction to hear and determine each Dispute filed by the Association under paragraph 6. of this LOA.

(c) Final and Binding Decision. The decision of the Benefit Board on a Benefit claim or Dispute over which it has jurisdiction (whether rendered by a Four-Member Benefit Board or by the Five-Member Benefit Board) will be final and binding with respect to

that Benefit claim or Dispute, on all individuals and entities, including (but not limited to) Participants, the Company, the Association, the Plan Administrator, and their successors and assigns. All parties will comply promptly with a decision of the Benefit Board. A decision of the Benefit Board that exceeds its jurisdiction will be neither final nor binding.

4.

Procedure to File a Benefit Claim

- (a) A Benefit claim will, in accordance with the procedures set forth in the applicable Plan, be:
- 1) filed by the Participant, and
 - 2) adjudicated under the Plan.
- (b) If a Benefit claim is denied, the appeal process available under the Plan must be exhausted and a final denial rendered by the Plan (including any external independent voluntary review under the DPMP and Delta Health Plan), before an appeal to the Benefit Board can be filed.

5.

Appeal to the Benefit Board of a Benefit Claim Denial

- (a) Filing of appeal. To appeal the Plan's final denial of a Benefit claim to the Benefit Board, a Participant must file an appeal in writing with the Company's Vice President – Global HR Services & Labor Relations (Department 948, ATG) and with the Association's MEC Contract Administration Committee Chairman. Such appeal must be filed within 120 days from the date of issuance of the final denial of the Benefit claim by the Plan. The Benefit Board will have no jurisdiction to hear or decide a Benefit claim denial that has not been appealed within such time limit.
- (b) Content of appeal. The appeal must include the issue(s) to be decided by the Benefit Board, a statement of the specific facts over which the Benefit claim denial arose, the dollar amount of the claim involved, a reference to the provision(s) of the Plan upon which the Participant relies, the position of the Participant on the issue(s) and any evidence or document(s) which supports the Participant's appeal. The appeal must state whether the Participant requests a hearing and/or oral argument, or whether the Participant wishes to have the appeal decided on the basis of the written appeal only. The Benefit Board will have no jurisdiction to hear or decide any appeal that does not comply with these requirements.
- (c) Evidence. In making its decision, the only evidence the Benefit Board will consider will be the evidence that was presented during the Plan's claim review and decision process (including any external independent voluntary review under the DPMP and Delta Health Plan). The Plan Administrator will provide such evidence to the Benefit Board at least 30 days prior to the date on which the Benefit Board will consider the appeal. The Participant will execute whatever authorization(s) for release of medical or other records is required to enable the Plan Administrator to comply with this provision.

LOA #5 – BENEFIT REVIEW BOARD

- 1 (d) Summoning of Witnesses Employed by Company. The Benefit Board will summon
2 any employee of the Company or the Association at the request of a majority of the
3 Benefit Board members appointed to decide the appeal, or an Association or
4 Company attorney. The number of witnesses summoned at any one time shall not be
5 greater than the number that can be spared from the operation of the Company or the
6 Association.
- 7 (e) Power to Decide Appeal. In exercising its power to decide an appeal of a Benefit
8 claim denial, the Benefit Board is the System Benefit Board of Adjustment as
9 provided in Title II of the Railway Labor Act, as amended.
- 10 (f) Responsive Statement. The Plan Administrator, the Company, and/or the Association
11 may file a responsive statement to the appeal. Such responsive statement must be
12 filed with the same individuals with whom the appeal was filed, within 60 days of the
13 date such party received the appeal. Each responsive statement will include that
14 party's position and all assertions supporting such position.
- 15 (g) Standard of Review. In deciding an appeal of a Benefit claim denial, the Benefit
16 Board can reverse, alter, or modify the Benefit claim denial only if it finds that the
17 final denial rendered by the Plan was arbitrary and capricious.
- 18 (h) Extent of Power in Deciding Appeal. Under the standard of review set forth in
19 paragraph 5. (g) of this LOA, the Benefit Board may sustain, reverse, alter, or modify
20 a Benefit claim denial and order payment of that Benefit claim by the Plan. However,
21 the Benefit Board will not have jurisdiction or power to add to or subtract from a
22 Plan, to issue any decisions that would jeopardize a Plan's tax qualified status or issue
23 any decisions that would subject any person or entity to a co-fiduciary liability claim
24 under ERISA for failure to preserve a Plan's assets in the best interests of the
25 participants and beneficiaries.
- 26 (i) Timing of Decision on Appeal. A Four-Member Benefit Board will make every
27 reasonable effort to render its decision on an appeal no later than 60 days after the
28 date the appeal was considered (or 120 days if special circumstances require an
29 extension of time). If such an extension of time is required, the Chairman of the
30 Benefit Board will provide written notice of the extension to the Participant and other
31 involved parties. These deadlines may be waived by agreement of the parties to the
32 appeal.
- 33 (j) Decision on Appeal. The Benefit Board's majority decision on the appeal will:
34 (1) be in writing;
35 (2) be written in a manner calculated to be understood by the Participant;
36 (3) include the specific reasons for the decision; and
37 (4) include specific references to the pertinent Plan provisions on which the
38 decision is based.
39

6.

Disputes

- (a) **Filing of Dispute.** A Dispute must be filed in writing with the Company's Vice President – Global HR Services & Labor Relations (Department 948, ATG) within 120 days after the date on which the Association knew or should reasonably have been expected to know of the application or interpretation giving rise to the Dispute. If such Dispute is not resolved to the satisfaction of the Association within 90 days of the date of the submission, the Dispute, at the request of the Association or the Company, will be scheduled for consideration by the Four-Member Benefit Board at a meeting or hearing that is at least 30 days after the date of the request.
- (b) **Content of Dispute.** A Dispute filed under paragraph 6. (a) of this LOA must be clearly labeled as such, must include a statement of the issue to be decided, a citation of the specific provisions of the Plan giving rise to the Dispute, the position of the Association, all assertions (of fact or law) supporting such position, any evidence or document(s) on which the Association relies to support its position, and a statement of the specific relief sought. The Dispute must state whether the Association requests a hearing/oral argument, or whether the Association wishes to have the Dispute decided on the basis of the written Dispute only. The Benefit Board will have no jurisdiction to hear or decide any Dispute that does not comply with these requirements.
- (c) **Evidence.** Evidence may be presented to the Benefit Board either orally or in writing or both.
- (d) **Summoning of Witnesses Employed by Company.** The Benefit Board will summon any employee of the Company or the Association at the request of a majority of the Benefit Board members appointed to decide the Dispute, or an Association or Company attorney. The number of witnesses summoned at any one time shall not be greater than the number that can be spared from the operation of the Company or the Association.
- (e) **Power to Decide Dispute.** In exercising its power to decide a Dispute, the Benefit Board is the System Benefit Board of Adjustment as provided in Title II of the Railway Labor Act, as amended.
- (f) **Responsive Statement.** The Plan Administrator and/or the Company may (but need not) file a responsive statement to the Dispute. Such responsive statement must be filed with the Association within 60 days of the Company or Association request for consideration of the Dispute by a Four-Member Benefit Board. Each responsive statement will include the Plan Administrator's and/or the Company's position and all assertions supporting such position. The responsive statement may request a hearing/oral argument before the Benefit Board, which will be granted.
- (g) **Burden of Proof.** The Benefit Board can resolve a Dispute in favor of the Association only if the Association proves, by clear and convincing evidence, that the Plan Administrator's interpretation or application of the protested provisions of the Plan is not reasonable. The standard for "reasonable" will be whether the Plan Administrator acted with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The

Benefit Board will not have jurisdiction or power to add to or subtract from a Plan, to issue any decisions that would jeopardize a Plan's tax qualified status or issue any decisions that would subject any person or entity to a co-fiduciary liability claim under ERISA for failure to preserve a Plan's assets in the best interests of the participants and beneficiaries. The Benefit Board will have the jurisdiction and power only to order the Plan Administrator to comply with the Benefit Board's decision on the interpretation or application of the disputed Plan provisions.

- (h) Timing of Decision on Dispute. A Four-Member Benefit Board will make every reasonable effort to render its decision on a Dispute no later than 60 days after the date the Dispute was considered and the record closed (or 120 days if special circumstances require an extension of time). If such an extension of time is required, the Chairman of the Benefit Board will provide written notice of the extension to the Association and the Company. These deadlines may be waived by agreement of the parties to the Dispute.
- (i) Form and Content of Decision on Dispute. The Benefit Board's majority decision on the Dispute will be in writing, include the specific reasons for the decision and include specific references to the pertinent provisions on which the decision is based.

7.

Four-Member Benefit Board and Five-Member Benefit Board

- (a) Deadlock of Four-Member Benefit Board. A deadlock of a Four-Member Benefit Board will exist in any appeal of a Benefit claim denial or in any Dispute, if two members of the Benefit Board declare a deadlock or the Benefit Board does not reach a decision within 60 days (120 days in the event special circumstances require an extension of time) of the closing of the record on the meeting or hearing. The Chairman of the Benefit Board will notify the other Benefit Board members, the Participant, the Association's MEC Contract Administration Committee Chairman and the Company's Vice President - Global HR Services & Labor Relations, in writing of the fact that a deadlock exists.
- (b) Five-Member Benefit Board Composition. The Association and the Company will establish and maintain a standing list of seven neutral members to serve on a Five-Member Benefit Board in the event of a deadlock of the Four-Member Benefit Board. Such neutral members will be persons knowledgeable of employee benefit plans.
- (c) Five-Member Benefit Board Scheduling. Following a deadlock, the Participant, the Association or the Company may request a hearing before a Five-Member Benefit Board by making a written request to the Chairman of the Four-Member Benefit Board, that a neutral member be selected. Within 30 days of receipt of the request, the Benefit Board will select a neutral member from the standing list, utilizing the alternate strike-off method. The parties will alternately strike first in successive appeals or Disputes. The hearing will be scheduled as soon as possible, depending upon the neutral member's availability.
- (d) Decision of the Five-Member Benefit Board. Unless otherwise agreed by the Company and the Association, the Five-Member Benefit Board will render its decision within 90 days after the date the neutral member closes the record.

LOA #5 – BENEFIT REVIEW BOARD

1 Exception: If the Five-Member Benefit Board is unable to meet this time limit, the
2 neutral member will, prior to the expiration of the 90 day period, notify the
3 Participant, the Association and the Company of an anticipated date for the rendering
4 of a decision.

- 5 (e) Bonding and Insurance. Upon his written request, the Company will secure fidelity
6 bonding for the neutral member of the Benefit Board. The Company and the
7 Association will share the expense of such bond equally.

8. 9

10 Effective Date

11
12 This LOA will become effective upon its date of signing and remain in effect
13 concurrent with the PWA.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

POST-RETIREMENT PILOT HIRING

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by Delta Air Lines, Inc. (“the Company”), and the Air Line Pilots Association, International (“the Association”).

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”), effective October 30, 2008, as amended; and

WHEREAS certain retired pilots have applied to the Company for employment as new hire pilots; and

WHEREAS the Company and the Association agree that the hiring of retired pilots was not contemplated in the PWA; and

WHEREAS the Company and the Association desire to clarify the application of certain provisions of the PWA and the benefit plans in the event a retired pilot is offered employment as a new hire pilot.

NOW THEREFORE, it is mutually agreed:

1.

“Rehired retired pilot” or “RRP” means a person employed by the Company as a pilot any time subsequent to the date he retired from a previous period of employment as a pilot.

2.

Except as specified in this LOA, an RRP will be treated for all purposes as any other new hire pilot, with no credit given for any prior periods of employment, including but not limited to any service or earnings from any prior periods of employment. The Pilot Post-Retirement Hiring Statement and Acknowledgement in Attachment 1 to this LOA must be signed by the retired pilot if the Company offers him conditional employment as an RRP. A retired pilot who fails to sign the Statement and Acknowledgement at the time the Company offers him conditional employment as an RRP will not be considered further for employment as an RRP.

3.

The requirements of **Section 20 F.**, Probation, will apply to an RRP without regard to any previous employment by the Company.

4.

If an RRP is eligible for retiree benefits from his first period of employment and also for retiree benefits when he again leaves the employ of the Company, he must elect which of the two retiree benefit packages that he desires in retirement. He must elect a retiree benefit package for which he is eligible from one of his periods of employment (i.e., he may not elect a benefit from one period of employment and another benefit from another period of employment). The retiree benefit package may consist of, but is not limited to, some or all of the following benefits: medical, dental, survivor, life insurance and travel pass benefits. The terms and conditions applicable to the retiree benefit package that he elects will apply. In addition, if the applicable benefit eligibility or calculation methodology is based on length of service or earnings, then only service and earnings from the period of employment to which that retiree benefit package relates will be used to determine eligibility for, or amount of, that benefit. If the RRP elects the retiree benefit package from his first period of employment, the life insurance he was eligible for while an RRP will cease on the date he leaves the employ of the Company and the decrement schedule in **Section 26 K. 1. d.** applicable to his RRP employment period will not apply. If the RRP has not elected a retiree benefit package within thirty days of the date he leaves employment as an RRP, or if he is not eligible for a retiree benefit package from his second period of employment, he will default to the retiree benefit package that applied from his first period of employment.

5.

Beginning on the date he is again hired by the Company, an RRP will be eligible for the survivor benefits in **Section 25** as if he had not been previously employed by the Company. If the RRP dies while a pilot, his designated beneficiary(ies) will be eligible for a lump sum term life insurance benefit under **Section 25 H. 1. b.** and not the lump sum death benefit or the monthly survivor benefit from his previous period of employment.

6.

Beginning on the date he is again hired by the Company, an RRP will be entitled to participate in the DC Plan and the Family Care Savings Plan in accordance with **Section 26** as if he had not been previously employed by the Company. However, he may not take any distributions from these Plans while employed, unless otherwise permitted under the terms of the Plan.

7.

If an RRP becomes eligible for disability benefits under the D&S Plan, the retirement benefit offsets to his disability benefit under the D&S Plan will be applied monthly beginning with the first disability payment as follows:

- a. The amount of the pilot's calculated retirement benefits due to his previous period of employment that would have been paid under the Defined Benefit Plans had such Defined Benefit Plans not been terminated. The amount of this offset is determined as of the first date benefits under the Defined Benefit Plans were paid to the individual, as changed yearly through September 2, 2006 for variable adjustments.
- b. The annuity equivalent of his benefit under the terminated Delta Pilots MPPP determined in accordance with LOA #9 as of the date of distribution to him.
- c. With respect to long term disability benefits only, the annuity equivalent of his DC Plan account with respect to his first period of employment. The amount of this offset is determined as of the first date benefits under the DC Plan are actually paid to him.
- d. If the RRP continues to receive long-term disability benefits following the cessation of his employment as an RRP, then his DC Plan benefit from his period of employment as an RRP will also be offset from his long-term disability benefits as described in the D&S Plan.
- e. Benefits under the Western D-Plan, as described in the D&S Plan. The amount of this offset is determined as of the first date benefits were paid to the individual.

8.

The Company indemnifies and holds harmless the Association, its members, officers, agents, employees, counsel, and representatives (each an "indemnatee") from any and all claims, lawsuits, or administrative charges of any sort whatsoever including reasonable attorney's fees and costs arising in connection with such matters, relating to, concerning or connected to the negotiation or implementation of this LOA. Such indemnification and hold harmless obligation will not apply to 1) any claim, lawsuit or administrative charge resulting from the willful misconduct of any indemnatee; and 2) any claim, lawsuit or administrative charge asserting that the Association violated its bylaws or other organizational requirements by entering into this LOA. An indemnatee seeking to be indemnified and held harmless pursuant to this paragraph, must provide to the Company prompt written notice of the claim, lawsuit or administrative charge as to which the indemnatee seeks to be indemnified and held harmless. The Company will have the right to conduct the defense of such matter with counsel of the Company's choosing and enter into a settlement of such matter. The Company will give reasonable consideration to the wishes of the indemnatee in connection with the matters described in the foregoing sentence.

9.

The following plans will be modified to the extent necessary to reflect the terms of this LOA in accordance with *Section 25 O.* and *Section 26 D.* and *E.*, as applicable:

- a. D&S Plan
- b. DC Plan
- c. Family Care Savings Plan
- d. Medical and Dental Plans
- e. Life Insurance Plans

10.

Following re-employment as a pilot, a person who was formerly employed as a pilot, but who is not a retired pilot as defined in *Section 26 A. 30.*, will be treated for all purposes in respect to terms and conditions of employment the same as any other new hire pilot, including but not limited to receiving no credit for service, earnings or any other purpose from or with respect to his prior employment.

11.

This LOA will remain in effect for the duration of the PWA.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

FLIGHT OPERATIONAL QUALITY ASSURANCE PROGRAM

This LETTER OF AGREEMENT is made and entered under the provisions of the Railway Labor Act, as amended, by Delta Air Lines, Inc. (“the Company”) and the Air Line Pilots Association, International (“the Association”).

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) signed October 30, 2008; and

WHEREAS the parties have met to discuss the implementation of a Flight Operational Quality Assurance (FOQA) Program wherein recorded flight data is collected and analyzed; and

WHEREAS, the parties intend that the sole purposes of the FOQA Program will be to enhance the safety and optimize flight operations of Delta Air Lines; and

WHEREAS, Federal Aviation Regulations have been issued concerning FOQA Programs that contain specific protective provisions satisfactory to both the Company and the Association.

NOW THEREFORE, it is mutually agreed:

1. Definitions

- a. “Aircraft Recording Device” is any aircraft component that has the capability to record data that can be retained for future reference.
- b. “FOQA Data” means information collected by any Aircraft Recording Device.
- c. “FOQA Program” means a program, as established by FAA AC 120-82 and designed pursuant to this LOA, approved by the FAA, and implemented in accordance with the Delta Air Lines FOQA Implementation and Operation Plan, Rev. 4, as may be amended from time

LOA #7 – FLIGHT OPERATIONAL QUALITY ASSURANCE PROGRAM

to time (I&O Plan), to enhance flight safety through controlled analysis of FOQA Data information.

- d. “Identifying Data” means any FOQA Data or combination of data that can be associated with a specific pilot.
- e. “Identified Data” means any collected FOQA Data prior to removal of all identifying data.
- f. “De-identified Data” means any collected FOQA Data after removal of all identifying data.
- g. “FOQA Program Information” means any and all FOQA Data and the analysis or compilation of such data, to include crew interview information.
- h. “Gatekeeper” means an ALPA-designated member of the FMT who is empowered to identify and interview crew members involved in Operational Exceedance Events (referred to as a “crew contact”).
- i. “FOQA Monitoring Team” (FMT) means a committee composed of the Delta FOQA Manager, FOQA Analysts, seniority list Instructor Pilots or Line Check Airmen serving as Fleet Representatives for each fleet type, Technical Operations representatives, a minimum of eight (8) Gatekeepers (appointed by the Delta Air Lines MEC Chairman). Other members may be added to the FMT, as deemed appropriate by the FMT and in accordance with the voting procedures set forth in the I&O Plan.
- j. “Operational Exceedance Event” means an event in which an aircraft is operated, as determined by FOQA Data, outside of mutually agreed upon tolerances developed by the FMT.
- k. “Flight Data Recorder” means a required device, analog or digital, that records pertinent parameters and technical information about a flight.
- l. “Ground Data Replay and Analysis System” (GDRAS) means a software application designed by Austin Digital Incorporated (ADI) to perform FOQA data analysis.
- m. “Quick Access Recorder” means a recording unit(s) onboard the aircraft that stores flight-recorded data specifically for the FOQA Program. The data stored on the QAR (or any other aircraft recording device) will vary due to fleet variations, storage limitations, and changes to the parameters gathered.
- n. “Aviation Safety Information Analysis and Sharing” (ASIAS) means an industry-wide program analyzing aggregate de-identified FOQA and ASAP data comprised of stakeholders (airlines, labor, and manufacturers), the FAA, and the MITRE Corporation.

2. FOQA Program

- a. The design, implementation, and operation of the FOQA Program will be by mutual agreement between the Company and the Association. Any variation from the agreed-upon FOQA Program will require the mutual agreement of the parties, in writing, thirty days prior to the effective date of any such change.
- b. The Company will notify the Association in writing not less than thirty days prior to the installation of any device, equipment, or system, on any Delta Air Lines aircraft, which is capable of monitoring pilot performance.
- c. The FMT will oversee the day-to-day operation of the FOQA Program and establish necessary policies and procedures to ensure compliance with this LOA and the I&O Plan.
- d. The FOQA Program will ensure the initial confidentiality and anonymity of individual pilots.
- e. FOQA Program suspension and termination procedures:
 - 1) To suspend the FOQA Program, either the FOQA Manager or the Gatekeeper Team Leader will notify the GDRAS vendor the program is suspended and will concurrently notify the other party of the suspension and the reason(s) for the suspension. The vendor will then prevent all access by the parties to any data contained in the GDRAS. During the suspension, data may be downloaded and stored on the server, but will not be processed by the GDRAS. The vendor will end the suspension when notified by both parties.
 - 2) No earlier than 30 days after a suspension, either the Delta MEC Chairman or the Director, Flight Safety may terminate the FOQA Program by concurrently notifying the GDRAS vendor and by providing written notice to the other party. Upon termination, both parties will notify the GDRAS vendor, who will then destroy all identified FOQA Data and any unfinished FOQA products. Identified data required to be retained pursuant to the FARs will not be destroyed.
- f. The Company shall bear the full cost of the FOQA Program to include pilot expenses (i.e., hotel, per diem, conference fees, transportation) incurred when performing FOQA-associated duties.
- g. The Company FOQA budget will provide for a minimum of two Gatekeepers for each business day.
- h. The Gatekeeper Team Leader may appoint one Gatekeeper to act as a liaison with the MITRE Corporation and the ASIAS Program.
- i. Any Maintenance Operational Quality Assurance (“MOQA”) Program will be developed in accordance with guidelines established under the FOQA Program and will be subject to the direction of the FMT.

3. Scope

- a. Sufficient de-identified data will be maintained to fulfill the requirements of the FOQA Program. All de-identified data, and analysis of such data, will be made available to the parties.
- b. Only members of the FMT and up to four Flight Safety FOQA representatives will be granted access to the FOQA GDRAS. Such Flight Safety FOQA representatives will be identified to ALPA in advance. With the approval of the FMT, additional individuals may be granted access to the FOQA GDRAS.
- c. The FMT will establish exceedance values. The exceedance values will be continually evaluated and any changes/additions/deletions will require approval of the FMT.
- d. Any special studies or evaluations utilizing FOQA data require approval by the FMT.
- e. The FMT will be promptly notified of a request for FOQA Program information. Following approval by the FMT, approved entities may be afforded access to de-identified FOQA Program information.

4. Data Retention

- a. The flight number and date will be removed from FOQA Data not later than thirty days following the date the FOQA Data was processed by the GDRAS.
- b. Any employee/agent of either the Company or the Association who has possession, access to or knowledge of any identified FOQA Data will be prohibited from divulging any such data to any individual other than a Gatekeeper unless required by applicable law or court order.

5. Data Use

- a. No person other than a Gatekeeper will have initial access to identified data. Only a Gatekeeper is authorized to identify the individual pilot(s) associated with any specific FOQA Data unless required by applicable law or court order.
- b. The sole contact through the FOQA Program with any pilot(s) associated with an Operational Exceedance Event will be through the Gatekeeper unless the Operational Exceedance Event is otherwise subject to an event-based review or investigation conducted under paragraph 6.
- c. Any notes, memoranda, or other documents used by the Gatekeeper in any contact with any pilot(s) concerning a specific FOQA event will be considered “Identified Data” for purposes of this agreement and will be “de-identified” under paragraph 4. a.
- d. The FOQA Program will be used for evaluating and improving the following areas in any manner not specifically prohibited herein:
 - 1) safety,

LOA #7 – FLIGHT OPERATIONAL QUALITY ASSURANCE PROGRAM

- 2) aircraft performance,
 - 3) aircraft systems,
 - 4) pilot performance,
 - 5) operational performance,
 - 6) company procedures,
 - 7) training programs,
 - 8) fleet technical initiatives, projects and programs,
 - 9) aircraft design,
 - 10) ATC system operation,
 - 11) airport operational issues,
 - 12) meteorological issues,
 - 13) Technical Operations, and
 - 14) any other area mutually agreed to by the parties.
- e. FOQA Data will not be used as a basis, in whole or in part, for a discipline/discharge action against a pilot.
- 1) FOQA Data will be considered inadmissible in any Grievance or System Board of Adjustment proceeding.
 - 2) No investigation into alleged pilot misconduct will be initiated by the Company on the basis of FOQA Data.

6. Event-Based Review or Investigation Using FOQA Data

- a. To review or investigate an event using FOQA Data, the Director, Flight Safety or designee, will be the sole authority for data removal from an aircraft recording device. The affected crewmembers will be notified by a Gatekeeper and given the opportunity to file an ASAP report before any event-based review or investigation of FOQA Data occurs. The requirement that affected crewmembers be notified prior to any event-based review or investigation using FOQA Data does not preclude the removal of any recording device and review of FOQA Data for maintenance purposes.
- b. The Director, Flight Safety will notify the Chairman, Central Air Safety Committee that he has directed an aircraft recording device be removed for the purpose of examining FOQA Data. This notification will be timely and must include the specifics of the removal to include:
- 1) recording device data to be removed,
 - 2) removal location,
 - 3) date of removal,
 - 4) flight number associated with event,
 - 5) aircraft type,
 - 6) aircraft tail number, and
 - 7) specific event to be evaluated.

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- c. A Gatekeeper(s) will participate in any event-based review or investigation of FOQA Data side-by-side with the Flight Safety representative.

7. Duration

This LOA supersedes LOA #3 in all respects and LOA #3 is hereby deleted in its entirety. This LOA will remain in full force and effect concurrent with the Pilot Working Agreement. Notwithstanding the foregoing, either party may terminate the FOQA Program under paragraph 2.e. of this LOA. In the event the FOQA Program is terminated, except for the provisions of paragraphs 2.e.2), 4.b., 5.a., and 5.e., this LOA will become null and void and will have no further effect.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

**A-319 EUROPEAN CHARTER OPERATIONS, SICK AND
ACCIDENT LEAVE, AND SHORT CALL**

This Letter of Agreement is made and entered into under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (the “Company”) and the Air Line Pilots Association, International (the “Association”).

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective October 30, 2008, and

WHEREAS the National Basketball Association and other potential customers desire to charter the Company’s A-319 business class seat configured aircraft for limited charter service in Europe during professional basketball’s off-season;

WHEREAS, in order to provide this charter service and secure this flying, the parties have agreed to certain limited exceptions to permit domestic category A319/320 pilots to operate to, from and within Europe.

NOW THEREFORE, it is mutually agreed:

1.

A-319 European Charter Authority

During the May through October bid periods, A-320/319 category pilots may operate A-319 (fleet configuration 31C) business class seat configured aircraft on charter service to, from and within Europe (“A-319 European charter”). The number of scheduled A-319 European Charter flight segments may not exceed 30 per bid period.

2.

A-319 European Charter Provisions

Pilots operating A-319 European charters will be treated in all respects under the PWA as domestic category pilots flying international operations. Certain international category pilot provisions will be applied to these domestic category pilots. The following provisions will apply during the specified bid periods. Such pilots will:

- a. conduct intra-theatre flying under *Section 2 A. 135.*
- b. report under *Section 2 A. 206. b.*
- c. be eligible for laundry expenses under *Section 5 F. 2.*
- d. be subject to maximum scheduled duty time utilizing a report under *Section 12 D. 1. b. Exception 1)*
- e. be subject to maximum scheduled landings under *Section 12 F. 1. and 2.*
- f. be subject to a break-in-duty under *Section 12 G. 11. and 12., or Section 23 D. 13.,* in a trans-oceanic duty period.
- g. not be subject to *Section 23 D. 11. or Section 23 S. 3.*

3.

A-319 European Charter Staffing Considerations

A-319 European charter operations may not be augmented with a relief First Officer.

The Company intends to schedule the A-319 to fly trans-oceanic segments with passengers, at the request of the client. The Company in its discretion will determine which pilots will operate these segments and will comply with *Section 4 E.* A pilot removed from a rotation under *Section 4 E.* will not be subject to recovery flying under *Section 23 K.*

4.

A-319 European Charter Rotation Coverage

An A-319 European Charter rotation in open time that contains an ocean crossing and is awarded under *Section 23 N. 1. through 28. or Section 23 O. 1. through 24.* will be by proffer.

A qualified A-319 Line Check Pilot (LCP) may be scheduled as an additional crewmember for all A-319 European charter operations. The LCP will not be subject to *Section 23 M. 9.* and may therefore act as a reserve pilot for either the A-319 Captain or First Officer positions for up to four consecutive days and *Section 23 M. 7.* will not apply.

5.

Effect of Accident Leave on Vacation

Add **Section 14 K. 3.** (new) to read:

3. A pilot who is placed on accident leave may in lieu of taking all or a portion of a vacation, upon written notice to Crew Resources prior to the end of the vacation period, rebid such vacation (or portion thereof) through the vacation move-up process. The pro-rata value of the ALV, in the month in which such days were originally scheduled, will be deposited into the pilot's vacation bank for each vacation day to be rebid.

6.

NWA Disabled Pilot Sick Leave Accrual

Amend **Section 14 O. 1.** to read:

1. On October 30, 2008, each former NWA pilot will receive the number of sick leave credit hours under **Section 14 D. 1. a.**, without proration. On October 30, 2008, the NWA sick leave bank of each former NWA pilot will be reduced by the number of sick leave credit hours credited to him under **Section 14 D. 1. a.** A NWA disabled pilot who is on sick leave on October 30, 2008 will continue to use his NWA sick leave bank until the earlier of the exhaustion of his NWA sick leave bank or the date he reports for duty and will receive sick leave credit hours under **Section 14 O. 1. Exception one b.** Sick leave hours from the NWA sick leave bank will be paid at current PWA rates, but administered under the terms of the NWA CBA until the transition to the Delta PBS system, at which time the sick leave hours will be administered under **Section 14 E.** and **Section 14 H.** of the PWA with the exception that NWA sick leave hours will continue to accrue at the rate of five hours per month until the earlier of a NWA disabled pilot's exhaustion of his NWA sick leave bank or reporting for duty.

7.

Short Call

Amend **Section 23 S. 9.** to add **f.** and **g.** (new):

9. A short call pilot:
 - a. will remain
 - .
 - .
 - f. will be released from on-call duty not later than 1200 base time on his last on-call day prior to a "hard" non-fly day (e.g., golden day, MLOA, ALPA drop).
 - g. may submit a request to Crew Scheduling to be scheduled for multiple short call periods in succession. Crew Scheduling will make every reasonable effort to honor such request.

LOA #8 – A-319 EUROPEAN CHARTER OPERATIONS, SICK AND ACCIDENT
LEAVE, AND SHORT CALL

8.
Duration

This Letter of Agreement will become effective on its date of ratification and will remain in effect concurrent with the PWA.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement, this ____ day of May, 2010.

FOR THE COMPANY

FOR THE ASSOCIATION

Stephen E. Gorman
Executive Vice President &
Chief Operating Officer

Captain John Prater
President

Michael H. Campbell
Executive Vice President — Human
Resources & Labor Relations

Captain Donald L. Moak
Chairman, Delta MEC

WITNESS:

WITNESS:

Captain Stephen M. Dickson
Senior Vice President —
Flight Operations

Captain Timothy S. O'Malley
Chairman, MEC Negotiating
Committee

Brendan M. Branon
Director – Labor Relations

Captain Rick Dominguez
MEC Negotiating Committee

Tim Hennie-Roed
Director – Pilot Crew Resources &
Scheduling

Captain Randy Worrall
MEC Negotiating Committee

Captain Daniel J. Vician
MEC Negotiating Committee

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and

the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

and

COMPASS AIRLINES, INC.

and

the Air Line Pilots in the service of

COMPASS AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

COMPASS FLOW THROUGH

This Letter of Agreement is made and entered into under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (“Delta”) and the Air Line Pilots Association, International (the “Association”) and Compass Airlines, Inc. (“Compass”) and the Association.

WHEREAS Delta and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for Delta pilots (“Delta Pilot Working Agreement” or “Delta PWA”) effective October 30, 2008, and

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WHEREAS Compass and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for Compass pilots (“Compass Collective Bargaining Agreement” or “Compass CBA”) effective July 26, 2007, and

WHEREAS Letter 2006-14 of the NWA CBA provided for the hiring of Compass pilots at Northwest via flow up and the flow down of furloughed Northwest pilots to Compass, and

WHEREAS Delta and the Association incorporated Letter 2006-14 of the NWA CBA into the PWA as part of the Joint Collective Bargaining Agreement in connection with the merger of Delta and Northwest Airlines, Inc., and

WHEREAS Compass, a wholly-owned subsidiary of Delta, was purchased by Trans States Holdings, Inc. on July 1, 2010 and is no longer an “affiliate” of Delta, and

WHEREAS the parties desire to reach an agreement on the continuation of both flow up and flow down between Delta and Compass in light of the recent sale of Compass.

NOW THEREFORE, it is mutually agreed:

1.

General

- a. This Letter of Agreement (LOA) supersedes Letter 2007-06 of the Compass CBA and Letter 2006-14 of the Delta PWA with regard to Compass, and governs continued employment opportunities at Delta for Compass pilots and continued employment opportunities at Compass for furloughed Delta pilots.
- b. A Compass pilot on the Compass pilot seniority list as of August 19, 2010 (excluding those who have previously elected Compass rights status) will be considered an “eligible Compass pilot” who may flow up to Delta under paragraph 13. of this LOA. The names of such pilots will be included on Attachment A.
- c. A Delta pilot who is furloughed after August 19, 2010 may flow down to Compass under paragraph 2. of this LOA.
- d. The ramifications of a stoppage of flow down rights of furloughed Delta pilots under paragraph 2. of this LOA are addressed in **Section 1 B. 40. e. Exception two** of the Delta PWA.

Note: A furloughed Delta pilot who has flowed down to Compass and remains at Compass at the time of the stoppage of flow down rights will remain covered by all applicable flow down provisions of the Compass CBA until the cessation of his employment with Compass.

- e. The flow rights of Compass pilots will no longer be effective upon a sale or divestiture of Compass, partial or complete, that results in Compass no longer being an affiliate (as defined in the PWA) of Trans States Holdings, Inc. In such event, Delta, Compass and the Association will meet and confer for the purpose of discussing whether continuation or modification of this LOA would be appropriate

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given the circumstances at that time. Any continuation or modification will require the agreement of Delta, Compass and the Association.

- f. In the event the Compass pilot seniority list is integrated with pilots from another carrier, or a Compass pilot transfers employment to another carrier(s) pursuant to an agreement among Compass, the Association and the other carrier(s), the flow rights of Delta and Compass pilots will continue to be effective. The parties will meet to agree upon any necessary modifications of this LOA to accommodate and extend the flow rights of Delta and Compass pilots.
- g. The flow up rights of a Compass pilot will be extinguished upon resignation from pilot employment at Compass or upon the pilot's just cause discharge from Compass being upheld by the System Board of Adjustment.
- h. Applicable provisions of the Delta PWA and the Compass CBA will continue to apply, except as modified in writing by the parties hereto and, in the event of a conflict between those Agreements and this LOA, this LOA will apply.
- i. The parties agree that neither this LOA, the negotiations leading to it, nor the existence of the flow through rights created by this LOA, will be admissible as evidence in any proceeding before the National Mediation Board involving a "single carrier" issue.

2.

Flow Down

- a. A furloughed Delta pilot will have the right to flow down to a pilot position at Compass. Upon notice of furlough, such pilot will be provided the opportunity to indicate his desire to flow down to Compass.
- b. For purposes of flowing down into a pilot position at Compass, a furloughed Delta pilot:
 - 1) will be considered senior to all Compass pilots (see paragraph 3. of this LOA); and
 - 2) will be ranked among other furloughed Delta pilots on the Compass pilot seniority list in order of his seniority at Delta.
- c. The initial pay step (as defined in the Compass CBA) of a furloughed Delta pilot who flows down to Compass will be the lesser of:
 - 1) step 2 if he flows into a Captain position and step 4 if he flows into a First Officer position, or
 - 2) the pay step that would correspond with his longevity date at Delta.
- d. Compass will make all reasonable efforts to facilitate and expedite the flow down of Delta pilots to Compass under paragraph 2.a. of this LOA.
 - 1) The parties recognize that the timing of this flow down process may be limited by the available training capacity. Unless waived by Compass, the number of Delta pilots who flow down from Delta in any bid month will not exceed available training capacity.
 - 2) For each bid period in which Delta flow down pilots are awaiting training, Compass will commit all available training capacity to the training of the flow down of Delta pilots which is not otherwise needed in the normal course for IQ, RQ, and CQ training of Compass pilots.

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- 3) For the purposes of this provision, “available training capacity” means training capacity owned or controlled (e.g. long-term capital lease) by Compass. If Compass does not own or control training devices, and is not training for new aircraft deliveries, Compass will obtain training capacity sufficient to conduct the training of at least 20 Delta flow down pilots per month.
 - a) The Parties recognize that this provision may result in junior pilots flying at Compass while senior pilots are awaiting training.
 - b) No pilot will be paid by Compass while awaiting his first initial training.
- 4) With respect to the assignment of pilots to such training, crews need not be balanced (e.g. all 20 trainees could be captains) and all training slots will be filled so as to expedite the training of the flow down Delta pilots.
- e. A furloughed Delta pilot will have no further rights to employment at Compass or to any other benefits of this LOA if he:
 - 1) elects not to accept pilot employment at Compass,
 - 2) does not elect to flow down to Compass in a timely manner,
 - 3) initially accepts but later declines the offer of pilot employment at Compass,
 - 4) fails to appear for pilot training at Compass as scheduled,
 - 5) fails to complete his systems validation (SV) prior to the start of his initial flight training at Compass,
 - 6) fails or withdraws from pilot training at Compass after being provided remediation opportunities, provided, however that nothing herein is intended to disadvantage a Delta pilot who temporarily withdraws or is withdrawn from training due to a leave (e.g. military, medical, family, bereavement, etc.),
 - 7) resigns from pilot employment at Compass or whose just cause discharge from Compass is not grieved or is upheld by the System Board of Adjustment, or
 - 8) otherwise fails to continue in the service of Compass as a pilot.

Note one: Such a furloughed Delta pilot will retain all rights under the PWA, including his recall rights to Delta.

Note two: In the event a furloughed Delta pilot’s just cause discharge from Compass is not grieved or is upheld by the System Board of Adjustment, Compass will notify Delta and provide copies of the termination documents and, if applicable, the award. Upon review of such materials, Delta may require the pilot to discuss the incident pursuant to **Section 18 C.** of the PWA with the Base Chief Pilot or his designee. Any further investigation of the incident and, if applicable, related discipline by Delta and grievance by the pilot will be conducted pursuant to **Sections 18 and 19** of the PWA.

3.

Protected Rights of Compass Pilots

- a. Not later than 45 days after his notification of an employment opportunity at Delta (see paragraph 13. of this LOA), a Compass pilot may elect “protected rights status” and permanently forfeit the Delta employment opportunity provided by this letter by submitting a written notice. A Compass pilot who elects protected rights status will not be subject to flow down by Delta pilots, i.e., cannot be bumped by Delta pilots. Any Compass pilot who elects protected rights status is required to forfeit his recall rights he may hold at other airlines.

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- b. No more than 90% of pilot positions at Compass will be preserved for furloughed Delta pilots. No more than 10% of pilot positions will be preserved for pilots electing protected rights status. In the event of a reduction in the total number of positions at Compass, the number of preserved positions and rights status positions will be adjusted to maintain the 9:1 ratio. This ratio will not be reduced.
- c. Protected rights Compass pilots will be senior at Compass to any pilot flowing down from Delta subsequent to their employment at Compass.

4.

Compass Master Bid

- a. A Master Bid may be conducted in the event that Delta has given written notice of an anticipated large scale pilot furlough.
- b. Based on training capacity constraints, it is recognized that there may be pilots from Delta senior to existing Compass pilots awaiting training.

5.

Furlough Pay

- a. A furloughed Delta pilot who accepts pilot employment at Compass and who is eligible to receive furlough pay from Delta, will receive furlough pay only for the period of time between his furlough date and the date of the first training opportunity at Compass offered to him, or the period of furlough pay as provided in the Delta PWA, whichever is less.
- b. A pilot who is furloughed from Delta and who accepts pilot employment at Compass pursuant to this LOA and who receives all furlough pay as provided in the PWA is not entitled to additional pay from Delta or Compass prior to the date of the first training opportunity at Compass offered to the pilot. This includes pilots awaiting a training opportunity at Compass.

6.

Recall Rights

With the exception of paragraph 7. of this LOA, *Sections 20* and *21* of the Delta PWA apply fully to all pilots recalled to Delta while employed by Compass.

7.

Withholding From Recall

- a. A furloughed Delta pilot who has flowed down to and remains employed as a pilot at Compass, and who is recalled to Delta, may be withheld from such recall due to the operational needs of Compass for up to three months or the length of any remaining training freeze, whichever is greater.
- b. A furloughed Delta pilot withheld due to the operational needs of Compass will be paid during the period of any such withholding by Compass the greater of:
 - 1) the base hourly rate for his position at Compass; or

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- 2) the base hourly rate for the highest paying Delta pilot position his seniority entitles him to hold at Delta.
- c. During such period of withholding, a furloughed Delta pilot who has flowed down will remain an employee of Compass and will remain on furlough status from the Company.
- d. A furloughed Delta pilot who is withheld from recall by Compass will be eligible to be awarded an Advance Entitlement during such period of withholding.

8.

Reduction in Pilot Positions at Compass

In the event of a reduction in the number of pilot positions at Compass, displacements will be in reverse order of Compass seniority (as defined in paragraph 2.b. of this LOA).

9.

Probation

- a. A furloughed Delta pilot who flows down to Compass and who has completed his probationary period at Delta will be deemed to have completed any probationary period at Compass.
- b. A furloughed Delta pilot who flows down to Compass and who has not completed his probationary period at Delta will continue to be on probation at Compass until the remainder of his Delta probationary period is complete. This period satisfies probation at both carriers.
- c. A furloughed Delta pilot who flows down to a Captain position will not be placed on probation at Compass.

10.

Compass Training Reimbursement

A furloughed Delta pilot who flows down to Compass and who completes training will reimburse Compass for training expenses if he resigns within 12 months of the completion of such training. Such reimbursement will be reduced by 1/12 per month following the completion of such training.

11.

Benefits

All Delta furloughee benefits will be handled in the same manner regardless of a furloughed Delta pilot's possible employment at Compass. Similarly, Compass benefits of any recalled Delta pilot will be handled in the same manner as all other pilots who resign from Compass.

12.
Protection

A furloughed Delta pilot who accepts a position at Compass will retain his Delta system seniority number and will not be required by Compass or a successor to resign his Delta seniority number to stay at Compass or flow down to Compass.

13.
Flow Up

- a. Delta will offer employment to an eligible Compass pilot before any other pilot candidate for hire. Offers to eligible Compass pilots to flow up will be made in seniority order.
- b. To be considered qualified to flow up, an eligible Compass pilot must:
 - 1) be a Captain; and
 - 2) have at least 30 months on payroll at Compass (as defined in the Compass CBA).
- c. Unless waived by agreement between Delta and Compass, the maximum number of Compass pilots flowing up to Delta will be the lesser of:
 - 1) 25% of the total Compass pilot group (as defined in the Compass CBA) over a rolling 12-month period, or
 - 2) 20 pilots per month.
- d. An eligible Compass pilot who fails initial training at Delta may return to Compass at his previous seniority and longevity.
- e. An eligible Compass pilot who accepts flow up to Delta may be held at Compass for up to three months beyond his Delta class date due to operational constraints at Compass.

Note one: The Delta seniority and date of employment of such pilot will be calculated and maintained as if he had been in the new hire class which Delta initially offered him.

Note two: Such pilot will be eligible to be awarded an Advance Entitlement during such period of holdback.
- f. An eligible Compass pilot who has held a supervisory pilot position at Compass for at least the prior year and who has accepted flow up to Delta may be held at Compass for up to 9 months beyond his Delta class date due to operational constraints.

Note: The Delta seniority and date of employment of such pilot will be calculated and maintained as if he had been in the new hire class which Delta initially offered him.
- g. Eligible Compass Pilots on Leave at Time of Flow Up
 - 1) Military Leave. A pilot on military leave who has acknowledged receipt of his flow opportunity, and who elects to flow up, will be deemed to have flowed up to Delta even though on military leave, and will be treated in a manner consistent with USSERA requirements upon the conclusion of his military leave. The Company will make all reasonable efforts to receive acknowledgement from the pilot. If reasonable circumstances prevent a pilot from receiving or replying to a timely notice of a flow up opportunity then a pilot on military leave will retain his

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ability to flow up, however said pilot will assume a Delta seniority number consistent with his earliest actual acknowledgement.

Note: A standing preference to flow up on file will suffice for acknowledgement for purposes of this paragraph.

- 2) Other Leaves. A pilot on any other approved Company leave (e.g., Personal Leave, Association Leave, Illness/Injury/Medical Leave, Disability, or FMLA Leave) will be notified of a flow up opportunity in accordance with his seniority in the same manner as a pilot not on such leave, and may elect to end leave and return to active service in order to become eligible to be awarded a Delta new hire class date. A pilot who is either unable to return to active service or who does not wish to return to active service will remain eligible to be awarded a future Delta new hire class date in accordance with his seniority subject to *Notes one* and *two* below.

Note one: A pilot's right to voluntarily delay flow up under this provision will end when the most junior remaining active eligible Compass pilot is offered a flow up employment opportunity.

Note two: A pilot who is on Illness/Injury/Medical Leave or Disability on the date that the most junior remaining active eligible Compass pilot is offered a flow up employment opportunity may request an extension of his eligibility to flow up. The decision whether to grant such a request will be based upon such pilot's anticipated ability to return to active status within a reasonable period of time.

- 3) If an eligible Compass pilot delays flow up under paragraph 13.g.2) of this LOA, the open flow up position will be backfilled by the next eligible Compass pilot.

Note: Such pilot who delays flow up will not be assigned a seniority number or date of employment at Delta and, in the event hiring at Delta stops, will not be entitled to later flow up to displace a pilot who had flowed up to Delta as a result of his earlier decision to delay his flow up.

- h. An eligible Compass pilot who is offered a new hire position at Delta will be provided the same flexibility to delay his transition to Delta as is provided to other new hire pilots at Delta.

14.

Dispute Resolution Procedure

- a. Any dispute concerning the interpretation or application of this LOA will be stated in writing and served upon all of the other parties.
- b. If the parties are unable to resolve such dispute within ten days after such service, any party may submit the dispute to a single neutral arbitrator jointly selected by the parties. The parties will convene for a hearing on the first hearing dates offered by the neutral.
- c. The hearing will be completed within fifteen days, and the briefs, if any, will be submitted to the neutral within seven days of the close of record and receipt of the transcript. The neutral will render a written opinion and award no later than thirty days after the conclusion of the hearing.
- d. The dates in paragraphs 14.b. and c. of this LOA may be extended by mutual agreement of the parties.

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- e. The neutral arbitrator will resolve disputes over the interpretation and application of this LOA. The neutral's decision on any matter within his jurisdiction may be enforced in federal court against any and all parties pursuant to the Railway Labor Act, as amended.

15.

Effective Date and Duration

This LOA will become effective on the date of signing and will run concurrent with the Delta PWA, including any status quo period under the Railway Labor Act.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and

the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

and

MESABA AVIATION, INC.

and

the Air Line Pilots in the service of

MESABA AVIATION, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

MESABA FLOW UP

This Letter of Agreement is made and entered into under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (“Delta”) and the Air Line Pilots Association, International (the “Association”), and Mesaba Aviation, Inc. (“Mesaba”) and the Association.

WHEREAS Delta and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for Delta pilots (“Delta Pilot Working Agreement” or “Delta PWA”) effective October 30, 2008, and

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WHEREAS Mesaba and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for Mesaba pilots (“Mesaba Collective Bargaining Agreement” or “Mesaba CBA”) effective January 30, 2004, and

WHEREAS Letter 2008-01 of the NWA CBA provided for the hiring of Mesaba pilots at Northwest via flow up and the flow down of furloughed Northwest pilots to Mesaba, and

WHEREAS Delta and the Association incorporated Letter 2008-01 of the NWA CBA into the Delta PWA as part of the Joint Collective Bargaining Agreement in connection with the merger of Delta and Northwest Airlines, Inc., and

WHEREAS, Mesaba Aviation, a wholly-owned subsidiary of Delta, was purchased by Pinnacle Airlines Corp. on July 1, 2010 and is no longer an “affiliate” of Delta, and

WHEREAS the parties desire to reach an agreement on the continuation of flow up between Delta and Mesaba in light of the recent sale of Mesaba.

NOW THEREFORE, it is mutually agreed:

1.

General

- a. A Mesaba pilot on Attachment A (“eligible Mesaba pilot”) may flow up to Delta under paragraph 2. of this LOA.
- b. The flow up provisions of this LOA will be effective only so long as Mesaba remains an affiliate (as defined in the Delta PWA) of Pinnacle Airlines Corp. In the event Mesaba is no longer an affiliate of Pinnacle Airlines Corp., Delta, Mesaba and the Association will meet and confer for the purpose of discussing whether continuation or modification of this LOA would be appropriate given the circumstances at that time. Any continuation or modification will require the agreement of Delta, Mesaba and the Association.
- c. In the event the Mesaba pilot seniority list is integrated with pilots from another carrier, or a Mesaba pilot transfers to another carrier in accordance with the applicable provisions of the Mesaba CBA, the flow rights of eligible Mesaba pilots will continue to be effective. The parties will meet to agree upon any necessary modifications of this LOA to accommodate and extend the flow up rights of eligible Mesaba pilots.
- d. The parties agree that neither this LOA, the negotiations leading to it, nor the existence of the flow up rights created by this LOA, will be admissible as evidence in any proceeding before the National Mediation Board involving a “single carrier” issue.

**2.
Flow Up**

- a. Delta will offer employment to an eligible Mesaba pilot before any other pilot candidate for hire, with the exception of a pilot who is eligible for flow up from Compass Airlines. Offers to eligible Mesaba pilots to flow up will be made in seniority order.
- b. To be considered qualified to flow up, an eligible Mesaba pilot must:
 - 1) be a Captain and
 - 2) meet all objective hiring criteria and requirements established by Delta (e.g., total flight time, multi-engine time, PIC, educational degree(s), First Class Medical Certificate, passport, FCC Radio permit, ATP certificate).

Note one: Such objective criteria will not be greater or more extensive than the objective criteria for other new hires.

Note two: A pilot who does not meet these criteria will retain the right to flow up once he is able to meet the above criteria until the date the most junior remaining eligible Mesaba pilot is offered flow up.
- c. Unless waived by agreement between Delta and Mesaba, the maximum number of eligible Mesaba pilots who flow up to Delta will be nine pilots per month.
- d. Delta will offer flow up to the maximum number of pilots under paragraph 2.b. of this LOA, except under the following circumstances:
 - 1) There is an insufficient number of eligible Mesaba pilots who have submitted a preference to flow up and who meet the qualification standards under paragraph 2.b.
 - 2) There are no hiring positions at Delta, or Delta is hiring less than the maximum number of pilots in the month in question.
 - 3) There are no hiring positions at Delta, or there are less than the applicable monthly cap of pilot positions available in the month in question after Compass pilots have exhausted their flow up rights.

**3.
Withholding From Flow Up**

- a. An eligible Mesaba pilot who accepts flow up to Delta may be held at Mesaba for up to three months beyond his Delta class date due to operational constraints at Mesaba.

Note one: The Delta seniority and date of employment of such pilot will be calculated and maintained as if he had been in the new hire class which Delta initially offered him.

Note two: A pilot who is withheld under paragraph 3.a. of this LOA will be counted toward the monthly limit of flow up Mesaba pilots in the month in which he is withheld and not the month in which he actually is released to Delta and begins training.
- b. As the holdbacks contemplated in paragraph 3.a. of this LOA are based upon operational concerns, Delta is not required to backfill with the next eligible Mesaba pilot in order to reach the applicable monthly cap of flow up pilots. (See paragraph 3.c.1) of this LOA.)

- c. To mitigate the impact of the withholding at Mesaba under paragraph 3.a., the following will apply:
 - 1) An eligible Mesaba pilot who has been withheld for operational reasons under paragraph 3.a. will begin training at Delta at the end of the holdback period regardless of whether Delta has stopped hiring and there is no current flow up occurring in the month the holdback ends. Such pilot will be:
 - a) eligible to be awarded an Advance Entitlement at Delta during the holdback period.
 - b) subject to furlough in the event that, during the period the pilot has been withheld, Delta subsequently begins to furlough pilots and the pilot would have been subject to furlough had he flowed up.

Note: A pilot who has been held back under this paragraph will not have his resignation from Mesaba be effective until the date on which he actually begins training at Delta
 - 2) Consistent with operational constraints as provided in paragraph 3.a. of this LOA, Mesaba pilots will be released to flow up to Delta in seniority order.
- d. Absent agreement by Mesaba, nothing in this LOA will operate to allow an eligible Mesaba pilot to be released from his contractual training freeze under Section 24.C. of the Mesaba CBA. Such pilot will be offered the next available Delta class following the expiration of his freeze. His Delta system seniority date and date of employment will be the date on which he commences training under the Delta PWA. For purposes of flow up only, the applicable training freeze under Section 24.C. of the Mesaba CBA will be no longer than twelve months.

4.

Pilots on Leave at Time of Flow Up

- a. **Military Leave.** An eligible Mesaba pilot on military leave who has acknowledged receipt of his flow opportunity, and who elects to flow up, will be deemed to have flowed up to Delta even though on military leave, and will be treated in a manner consistent with USSERA requirements upon the conclusion of his military leave. Delta will make all reasonable efforts to receive acknowledgement from the pilot. If reasonable circumstances prevent an eligible Mesaba pilot from receiving or replying to a timely notice of a flow up opportunity, then such pilot on military leave will retain his ability to flow up, and will assume a Delta seniority number consistent with his earliest actual acknowledgement.

Note: A standing preference to flow up on file will suffice for acknowledgement for purposes of this paragraph.
- b. **Other Leaves.** An eligible Mesaba pilot on any other approved Company leave (e.g., Personal Leave, National Association Leave, Medical Leave, or FMLA Leave) will be notified of a flow up opportunity in accordance with his seniority in the same manner as a pilot not on such leave, and may elect to end leave and return to active service prior to the bid closing in order to be eligible to be awarded a Delta new hire class date. A pilot who is either unable to return to active service or who does not wish to return to return to active service prior to the closing of the bid will remain

eligible to be awarded a Delta new hire class date on a future Flow Award subject to **Notes one** and **two** below, provided he has submitted a preference to flow.

Note one: A pilot's right to voluntarily delay flow up under this provision will end when the most junior remaining active eligible Mesaba pilot is offered a flow up employment opportunity.

Note two: A pilot who is on Medical Leave on the date that the most junior remaining active eligible Mesaba pilot is offered a flow up employment opportunity may request an extension of his eligibility to flow up. The decision whether to grant such a request will be based upon such pilot's anticipated ability to return to active status within a reasonable period of time.

- c. If an eligible Mesaba pilot delays flow up under paragraph 4.b. of this LOA, the open flow up position will be backfilled by the next eligible Mesaba pilot.

Note: Such pilot who delayed flow up will not be assigned a seniority number or date of employment at Delta and, in the event hiring at Delta stops, will not be entitled to later flow up to displace a pilot who had flowed up to Delta as a result of his earlier decision to delay his flow up.

5.

Training Failure Rights

An eligible Mesaba pilot who fails training at Delta may return to Mesaba at his previous seniority and longevity.

Note: Mesaba and the Association will meet and confer to resolve any issues involved in such return. In the event Mesaba takes action to which the pilot objects, such action will be subject to the grievance and system board procedures in the Mesaba CBA.

6.

Flow Up Bidding

- a. Posting of Flow Bids

Notice of flow bids will be posted electronically. A flow bid will be posted no later than 30 days from the class date (unless the affected pilot(s), in seniority order, agrees to an earlier class date), and no earlier than four months from the class date. The closing of the bid shall not be less than ten days from the posting of the bid. The notice will identify the Delta new hire class date(s), how many pilots will be awarded and the anticipated hold backs pursuant to paragraph 3. of this LOA. The bid form will include the notice, closing and award dates and times. The award of a bid is the same as the award of a class date at Delta, subject to verification that the pilot meets the qualifications referred to in paragraph 2.b. Mesaba will ensure that each bidder will have the ability to receive confirmation of his bid.

- b. Except as noted in paragraph 4. of this LOA, an eligible Mesaba pilot who elects not to flow up when offered the opportunity to do so under this LOA will permanently forfeit any future employment opportunity at Delta provided by this LOA.
- c. Pilot Bid Submission

An eligible Mesaba pilot will submit his bid electronically. A pilot who does not bid will be presumed to have bid to “I DO NOT want to flow to Delta” and will not be awarded a Delta new hire class date. A pilot may change his bid until such time as he, or someone junior to him, is awarded a class date at Delta. However, after a pilot is awarded a new hire class date at Delta, or after someone junior to a pilot is awarded a class date at Delta, the pilot’s bid is binding and he is no longer eligible to change it. If a pilot has not bid, or if he has indicated that he wants to remain at Mesaba, and a pilot junior to that pilot is awarded a class date, the pilot will have permanently forfeited his right to flow up. A pilot will not be released from his obligation to flow up after he or a pilot junior to him has been awarded a class date.

d. Flow Up Awards

The award will be published electronically. The bid award will include the name of each pilot, Mesaba seniority number, bid choice, and position, Delta new hire class date, and hold back date (if any). Flow up bid awards will be posted no later than 24 hours after the close of the bid.

e. Effect of the Award of a New Hire Class Date

An eligible Mesaba pilot who has been awarded a Delta new hire class date may request, and upon request will be granted, two consecutive days off, in domicile, immediately prior to commencing training at Delta. A pilot who wishes to be scheduled for these days off must contact Crew Scheduling as soon as practical, but not later than 14 days before the first day of the Delta new hire class. The pilot will not receive pay for any credit lost to accommodate the days off. The pilot will not be subject to extension or assignment on those days in accordance with Section 25.K. or L. of the Mesaba CBA.

f. An eligible Mesaba pilot who flows up to Delta shall be considered as having satisfied the notice provisions contained in Section 7.I. of the Mesaba CBA, and will be paid for his earned and accrued vacation.

g. If Delta cancels a new hire class date, the eligible Mesaba pilot(s) who received that new hire class date will be considered to hold the next flow position(s) and class date(s) in seniority order once classes are re-established. Within 30 days following the notice of cancellation, the pilot may elect to withdraw from the flow award and rebid at a later time, even if other junior pilots on the same award do not withdraw. Such pilot must bid to flow when the next class date is offered in order to preserve his right to flow under this LOA.

h. An eligible Mesaba pilot who is offered a new hire position at Delta will be provided the same flexibility to delay his transition to Delta as is provided to other new hire pilots at Delta.

7.

Miscellaneous

a. Flow Through and the Pilot Records Improvement Act (“PRIA”)

Any flow up from Mesaba to Delta under this LOA must be accompanied by the legal/statutorily required Pilots Records Improvement Act (“PRIA”) disclosures. Consistent with the policies and practices of Delta and MSA, should such PRIA disclosures contain information that would disqualify any non-flow pilot, the flow

pilot will be given due consideration to his overall record at the other carrier and the objective criteria described in paragraph 2.b. of this LOA, and may thereafter be offered employment under this LOA.

b. Hiring Process and Background Checks

- 1) An eligible Mesaba pilot who has elected to flow up to Delta will be subject to the same hiring process as non-flow up pilots, except that such pilot will not be required to interview, undergo simulator evaluation, submit to a pre-employment medical examination, or have a non-pilot employment background check (except for those required under PRIA as indicated above or for purposes of obtaining appropriate SIDA access and badging).
- 2) An eligible Mesaba pilot who attempts to flow up from Mesaba to Delta, but who thereafter fails the Delta's fingerprint, background check, or drug screen, will not be offered employment with that carrier, and will be handled according to his current employer's policies and procedures related to the issues that have arisen during the screening process.
- 3) An eligible Mesaba pilot who attempts to flow up from Mesaba to Delta, but who is on a Last Chance Agreement with Mesaba will not be precluded from flowing up due to the Last Chance Agreement. However, the flow pilot will be required to execute a similar Last Chance Agreement with Delta.
- 4) An eligible Mesaba pilot who attempts to flow up from Mesaba to Delta, and who possesses a First Class Medical Certificate with a special issuance related to alcoholism and/or substance abuse will be required to enroll and participate in Delta's DPAC Program.

8.

Dispute Resolution Procedure

- a. Any dispute concerning the interpretation or application of this LOA will be stated in writing and served upon all of the other parties.
- b. If the parties are unable to resolve such dispute within ten days after such service, any party may submit the dispute to a single neutral arbitrator jointly selected by the parties. The parties will convene for a hearing on the first hearing dates offered by the neutral.
- c. The hearing will be completed within fifteen days, and the briefs, if any, will be submitted to the neutral within seven days of the close of record and receipt of the transcript. The neutral will render a written opinion and award no later than thirty days after the conclusion of the hearing.
- d. The dates in paragraphs 8.b. and c. if this LOA may be extended by mutual agreement of the parties.
- e. The neutral arbitrator will resolve disputes over the interpretation and application of this LOA. The neutral's decision on any matter within his jurisdiction may be enforced in federal court against any and all parties pursuant to the Railway Labor Act, as amended.

9.

Effective Date and Duration

This LOA will become effective on the date of signing and will run concurrent with the Delta PWA, including any status quo period under the Railway Labor Act.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

PILOT RETIREE MEDICAL ACCOUNT (RMA) PROGRAM

This LETTER OF AGREEMENT is made in accordance with the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (“Company”) and the Air Line Pilots Association, International (“Association”).

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective **DOS**, and

WHEREAS the parties desire to offer a program, the Pilot RMA Program (the “Program”), that provides incentives to pilots who may desire to retire from the Company and who are approved for participation in the Program, and

WHEREAS the parties have met to discuss modifications to the PWA to create such incentives, including a retiree medical account and a cash severance payment, and

WHEREAS the timing of the Program will allow for pilots to consider applying for the Program, and for the Company to evaluate and approve applications to the maximum extent possible based upon system seniority and position staffing requirements, and

NOW THEREFORE, it is mutually agreed:

1.

Program Eligible Pilots and Notification

- A. For purposes of this Letter of Agreement, a “Program eligible pilot” means a pilot who meets each of 1), 2), and 3) below, as follows:

- 1) The pilot is not an officer or corporate director of the Company, or in a merit position grade 11 or above.
- 2) The pilot was on active payroll status on *any day* during the period beginning November 15, 2011 and ending on May 14, 2012 (i.e., must not have been continuously on inactive payroll status during this entire period).

Note: Active payroll status and inactive payroll status are terms defined in **Section 2** of the PWA.

Exception: For purposes of Program eligibility, any day a pilot is on military leave during the period beginning November 15, 2011, and ending on May 14, 2012 is considered a day on active payroll status.

- 3) Measured as of June 30, 2013, the pilot's:
 - a) actual or deemed age is at least 50, and;
 - b) actual or deemed service is at least 18 years of service (YOS); and
 - c) actual or deemed years of age, combined with his actual or deemed YOS, adds to a sum of 73 or more.

Note one: For purposes of these eligibility requirements, a pilot will be deemed to have attained the age he would be on June 30, 2013, and will be deemed to have the years of age and YOS he would have on June 30, 2013, all as if he continued in employment through June 30, 2013, regardless of whether he actually retires prior to June 30, 2013.

Note two: Deemed and actual age and YOS are counted in whole years only. Partial years are disregarded.

Note three: For all purposes of this LOA, YOS means consecutive service as a pilot or airman for Hughes Airwest, North Central, Northeast, Northwest, Pan Am, Republic, Southern, or Western (a "predecessor carrier"), including all time spent on the seniority list as a pilot or an airman of a predecessor carrier, whether active or inactive (including, for example, any time spent on furlough or furlough bypass), as well as, all time employed by the Company or a predecessor carrier in a capacity other than as a pilot, whether active or inactive, measured from the most recent date of employment.

- B. The Company will notify all Program eligible pilots of their eligibility to apply for the Program via their delta.com email address. An inactive Program eligible pilot who no longer has access to delta.com email will also be sent a notice via US mail to his home address on file in DBMS. Any notification based on incorrect or outdated information in the Company's personnel records or any erroneous or misdirected electronic or mailed eligibility communication will not, in itself, make a pilot eligible for the Program.

2.

Program Application, Release and Revocation

- A. A Program eligible pilot who wishes to apply for participation in the Program must submit a completed application during the 30-day period beginning [REDACTED], 2012 and ending at 2359E on [REDACTED], 2012 (the "application period"). Once the application period has ended, no further application to participate in the Program will be possible. A Program

eligible pilot may not apply for participation in the Program contingent upon being assigned any particular retirement date.

- B. A Program eligible pilot may submit an application to participate in the Program by completing all steps using only the online application tool found on Employee Self Service (ESS) on DeltaNet. There is no option to submit an oral or written application to participate in the Program via telephone, fax, mail, hand delivery, or any other method. The Company will reject any application submitted by a pilot who is not a Program eligible pilot.
- C. In addition to submitting an application, a Program eligible pilot who wishes to apply for participation in the Program must also complete and timely submit a *Separation Agreement and General Release* (“*Release*”) in the form attached hereto as Exhibit A. The *Release* may be submitted only by using one of two methods: by submitting it electronically using the online application tool, or by printing, signing, dating, completing, and faxing it to the Company (at fax number 1-877-XXX-XXXX). The *Release* must be submitted by one of these methods no later than 2359E on _____, 2012. A Program eligible pilot who has not properly completed and submitted the *Release* by that time will not be considered for participation under the Program. If a Program eligible pilot submits a faxed *Release* that is incomplete, altered, not dated, unsigned, has pages missing, or for any other reason is not acceptable, the Program eligible pilot will be notified via his delta.com email address of the problem and the time frame for resending a proper *Release*. If the Program eligible pilot does not respond with a resubmitted *Release* within this time frame, he will not be considered for the Program.
- D. Prior to the closing of the application period, a Program eligible pilot who has submitted an application and *Release* during the application period may revoke his application (which automatically revokes the *Release*) at any time until 2359E on _____, 2012, using the online application tool. After such a revocation, a Program eligible pilot may again submit an application and *Release*, at any time until 2359E on _____, 2012, in accordance with the procedures stated above.
- E. Following the closing of the application period, there will be a two-week *revocation period* that begins at 0001E on _____, 2012 and ends at 2359E on _____, 2012 (the “revocation period”). During the revocation period, a pilot who had submitted both an application and a *Release* during the application period may revoke his application (which automatically revokes the *Release*), only by using the online application tool. No revocation may be submitted after 2359E on _____, 2012. An application and *Release* that were properly submitted by 2359E on _____, 2012 and that have not been properly revoked by 2359E on _____, 2012 will be irrevocable and binding.
- F. The Company will promptly provide confirmation to a pilot of its receipt of an application, *Release*, or revocation that the pilot submits under the Program. Confirmation will be provided electronically to the Program eligible pilot’s delta.com email address.

3.

Program Participation Subject to Approval

- A. Participation in the Program is subject to approval by the Company. The Company will approve participation in the Program based upon the system seniority number of Program eligible pilots who apply for the Program. There is no stated maximum number of pilots who can be approved for participation in the Program, and the Company commits to approving participation at the maximum number possible based upon maintaining operational reliability. However, it is possible that not all Program eligible pilots who apply for the Program will be approved for participation in the Program. The Company will meet with ALPA to review its operational reliability staffing limitations as they pertain to its approval for participation in the Program of Program eligible pilots who have applied for participation in the Program.
- B. For purposes of this Letter of Agreement, a pilot approved for participation in the Program is referred to as a Program participant.

4.

Assignment of Retirement Dates under Program

- A. A Program participant must remain employed (i.e., must be on active payroll status or inactive payroll status) from the closing of the application period until his assigned retirement date.
- B. The Company will assign a retirement date to each Program participant. Retirement dates assigned under the Program are anticipated to be not later than June 30, 2013. A Program participant must retire on his assigned retirement date.
- C. The Company will issue its initial list of assigned retirement dates as soon as possible, but in no case prior to the closing of the revocation period.
- D. The Company has the administrative flexibility to assign retirement dates under the Program, subject to the following. The Company will assign a retirement date to each Program participant by position seniority order (e.g., among 777 Captains, the most junior 777 Captain is assigned the earliest retirement date and the most senior 777 Captain the latest), modified by the following:
 - 1) Replacement training capabilities of his fleet (this could allow for a more senior system seniority 330 pilot to receive an assigned retirement date that is earlier than the assigned retirement date of a more junior system seniority 744 pilot).
 - 2) Attainment of age 50 (e.g., a Program participant may attain age 50 on or prior to June 30, 2013 and will have his retirement date occur on or after that birthday) or the FAA mandatory retirement age.
 - 3) A Program participant who is on inactive payroll status will be assigned the earliest available retirement date.
 - 4) Unless a Program participant who is a PMNW pilot makes a request to Crew Resources prior to the end of the application period (i.e., by 2359E on _____, 2012) for an earlier

retirement date, the Company will assign him a retirement date that is after he has reached the following three potential pension milestones as applicable, so long as such milestone(s) will be reached by June 30, 2013:

- a) Attainment of 50th birthday and 10 or more years of vesting service under the Northwest pension plans.
 - b) Attainment of 60th birthday, if entitled to a benefit under the NWA Excess Plan.
 - c) Attainment of 50th birthday and 25 years of vesting service under the Northwest pension plans.
- 5) Prior to the end of the application period (i.e., by 2359E on _____, 2012), a Program participant may make a request to Crew Resources for a particular retirement date under the Program and the Company will honor such request to the extent possible, taking into account position seniority order.
- 6) Absent a milestone event, the Company may accelerate the timing of an assigned retirement date (and thereafter, such accelerated assigned retirement date will be the Program participant's assigned retirement date for all purposes of this LOA) if:
- a) the Program participant agrees to the earlier assigned retirement date, or
 - b) the Program participant goes on inactive payroll status, or
 - c) the Program participant is properly notified as follows:
 - i) the assigned retirement date may be accelerated by up to 31 days, provided the Program participant is given 15 days advance notice of the accelerated assigned retirement date.
 - ii) the assigned retirement date may be accelerated by up to 60 days, provided the Program participant is given 30 days advance notice of the accelerated assigned retirement date.
- E. If, as of May 14, 2012, a Program eligible pilot has submitted a request for a retirement date of May 31, 2012 or later, or, if after May 14, 2012, a Program eligible pilot submits a request to retire on May 31, 2012 or later, such Program eligible pilot must withdraw that request if he wishes to apply for the Program.

5.

Program Participants on Military Leave

- A. A Program participant who, as of his assigned retirement date under the Program, is on military leave of absence exceeding 30 consecutive days will be returned to active payroll status immediately prior to his assigned retirement date. Such return to active payroll status will trigger the following:
- 1) under USERRA:
 - a) Company make-up contributions under the Delta Pilots Savings Plan and Delta Pilots Defined Contribution Plan,
 - b) if applicable, accruals under the NWA defined benefit retirement plans, and
 - c) the ability of the Program participant to make up employee contributions under the DPSP;
- and

- 2) in the case of a former NWA pilot, application of **Section 25** and **Section 26** of the PWA, effective upon his return to active payroll status, if such **Sections** had not already applied to him.
- B. A pilot on military leave of absence of 30 consecutive days or less as of his assigned retirement date will also be eligible for the treatment described in paragraph 5. A. 1) above, in accordance with USERRA requirements and procedures.

6. Retiree Medical Account

- A. For each Program participant retiring under the Program, the Company will establish a Retiree Medical Account (RMA) within 45 days following his retirement date. The Company will allocate to the RMA an amount calculated based on a 10-year time frame and the Program participant's age (in whole years) as of June 30, 2013, regardless of his assigned retirement date under the Program, as follows:
- 1) \$12,000 for each year before age 65, plus
 - 2) \$3,000 for each year age 65 or older.
- B. Application of this formula will result in RMA allocations ranging from \$30,000 to \$120,000 per Program participant, as follows:

Program Participant's Age as of 6/30/2013	Total One-Time RMA Allocation
Under 55 years	\$120,000
55 years	\$120,000
56 years	\$111,000
57 years	\$102,000
58 years	\$93,000
59 years	\$84,000
60 years	\$75,000
61 years	\$66,000
62 years	\$57,000
63 years	\$48,000
64 years	\$39,000
65 years or older	\$30,000

- C. Amounts allocated to an RMA are notional. There is no interest earned on the balance and no additional allocation will be made to the RMA.
- D. Amounts allocated to an RMA are available only to reimburse the Program participant's eligible healthcare expenses and the eligible healthcare expenses of his spouse, same-sex domestic partner, and/or eligible children on file with the Company as of the date the applicable healthcare expense is incurred. For this purpose, a person is a spouse, same-sex domestic partner, or child if he or she qualifies as such under the Delta Pilots Medical Plan,

except spouses and same-sex domestic partners are eligible after reaching age 65 and children are eligible until age 26.

- E. The RMA may reimburse any healthcare expense that is eligible under the RMA plan or that is considered a deductible medical expense under Section 213(d) of the Internal Revenue Code (as it may be amended). s acknowledge that a Program participant's use of the RMA for reimbursement of eligible healthcare expenses may impact his eligibility to contribute to a Health Savings Account (HSA) during the same period under current tax law.
- F. As eligible healthcare expenses are submitted and paid, the RMA balance is reduced. Payments are made from the Company's general assets. All claims for reimbursement must be submitted to the administrator of the RMA plan within 12 months of the date the expense was incurred. There is no limit on the amount of the RMA balance that may be used each year.
- G. If there is an RMA balance remaining at the time of the Program participant's death, it is available to the surviving spouse (if married to the Program participant at least one year) or surviving same-sex domestic partner (if in partnership with the Program participant for at least one year) for reimbursement of eligible healthcare expenses of such surviving spouse or surviving same-sex domestic partner and eligible healthcare expenses of eligible surviving children. Spouses, same-sex domestic partners, and children must meet the eligibility requirements set forth in the Delta Pilots Medical Plan and be on file with the Company at the time of the Program participant's death. If there is no eligible surviving spouse or eligible surviving same-sex domestic partner, any RMA balance remaining is forfeited. Following the death of the eligible surviving spouse or eligible surviving same-sex domestic partner, any RMA balance remaining is forfeited.

7.

Cash Severance Payment

- A. A Program participant retiring under the Program will receive a cash severance payment equal to his calculated weekly pay (defined below), multiplied by the applicable number of weeks based on his YOS (actual or deemed, in whole years) as of June 30, 2013 (regardless of his assigned retirement date), as follows:

YOS (Actual or Deemed) as of June 30, 2013	Number of Weeks
Less than 20	20
20, but less than 25	23
25, but less than 30	26
30, but less than 35	30
35, but less than 40	34
40 or more	39

- B. Calculated weekly pay is the pilot's calculated monthly pay multiplied by 12 and then divided by 52. Calculated monthly pay is the greater of:
 - 1) 75 hours at the pilot's hourly rate of pay on May 13, 2012, or
 - 2) the pilot's average monthly flight pay received between April 1, 2011 and March 31, 2012 (shown on his payroll check as FLT ADV and FLT PAY), not to include pay for vacation, sick or accident leave (OJI).
- C. The cash severance payment will be paid to the Program participant in a single lump sum within approximately 45 days following his retirement date. This payment may be withheld beyond this period, along with a potential suspension of travel privileges, until the Program participant returns Company property in his possession (e.g. all forms of Company property, Company identification, access cards, airport access badges, keys, credit cards, parking permits, computer equipment, cell phones, blackberries).
- D. A cash severance payment will not offset temporary disability benefits or long term disability benefits payable under the Delta Pilots Disability and Survivorship Plan, and will not count as earnings under the Delta Pilots Savings Plan or Delta Pilots Defined Contribution Plan or any of the Company's other employee benefit plans.
- E. A cash severance payment is considered taxable, supplemental wages. All applicable federal, state and local taxes will be withheld from the cash severance payment at the supplemental withholding rates, which is a flat rate of 25% for the 2012 tax year for Federal income tax. State and local supplemental tax rates (if applicable) may vary from location to location. FICA and Medicare taxes will be withheld at the applicable rates.
- F. Deductions, such as employee contributions to the Delta Pilots Savings Plan, voluntary insurance deductions, and Flexible Spending Account or Health Savings Account deductions will *not* be withheld from severance payments. The cash severance payment will be reduced by any overpayment of wages or outstanding accounts receivable (other than for uniforms). Any applicable levies, garnishments, and child support orders may apply.

8.

Other Benefits Following Retirement under the Program

- A. Following his retirement under the Program, a Program participant will be eligible for all retiree benefits under the PWA (e.g., retirement, medical/pharmacy, dental, vision, life, basic and optional retiree life, and accident insurance for private flying) on the same basis and to the same extent as if he had retired without participating in the Program.
Exception: A Program participant retiring under the Program will be offered an annual election for the Delta Pilot Medical Plan Out of Area option after reaching Medicare eligibility age, whether his retirement date occurs before or after January 1, 2013.
- B. A Program participant retiring will receive standard retiree travel privileges immediately effective upon retirement under the Program. Retiree travel is subject to the Company non-

revenue travel policies for retirees that are in effect at the time of travel, as updated from time to time.

9.

Subsequent Position Bids and Awards

After August 1, 2012, a Program participant will not be eligible for an AE or VD award, whether he retires in 2012 or 2013.

10.

Vacation

A Program participant will not bid vacation for the April 2013 - March 2014 vacation year. Accrued and earned vacation through a Program participant's actual retirement date will be paid under *Section 7 G. 3. c. 1)* of the PWA.

11.

Company Administration of Program and Reports

The Company will publicize and administer the Program, coordinate with the Association on communications (including FAQ's), and provide reports regarding Program applications to the Association no less frequently than weekly during the application and revocation periods.

12.

No Change to PWA Except as Stated

This Letter of Agreement does not change any term of the PWA or any welfare or retirement plans under the PWA, except as specifically modified in this Letter of Agreement. If this Letter of Agreement restates a provision of the PWA, it does so only for clarification and without effect on that provision, or any other provision, of the PWA.

13.

Indemnity

- A. The Company will indemnify and hold harmless the Association, the Delta Air Lines Master Executive Council of the Association, and their current and past officers, members, committee members, agents, employees, advisors, counsel, and other representatives (each an "Association indemnitee") from any and all liability, loss, damages, fines, penalties, expenses, and costs, including reasonable attorneys' fees and costs, resulting from any claims, lawsuits, or administrative charges of any sort whatsoever brought by a pilot (including for purposes of this paragraph 13 a pilot retiree and any other individual

previously employed as a pilot) arising in connection with matters relating to, concerning, or connected to the Program, this Letter of Agreement #XX (“LOA #XX”), or any amendment to the Program or LOA #XX, including but not limited to the negotiation, establishment, or implementation of the Program, LOA #XX, or any amendments to the Program or LOA #XX.

Exception: Such indemnification and hold harmless obligation will not apply to:

- 1) a claim, lawsuit, or administrative charge resulting from the willful or intentional misconduct of any Association indemnitee, other than a claim, lawsuit, or administrative charge asserting or based in any way on a claim that an Association indemnitee engaged in willful or intentional misconduct by negotiating or entering into this LOA #XX.
 - 2) a claim, lawsuit, or administrative charge asserting that the Association violated its bylaws or other organizational requirements by entering into this LOA #XX or any amendment thereto.
 - 3) a claim, lawsuit, or administrative charge resulting from any intentional, material misstatement made by any Association indemnitee that incorrectly describes the Program or LOA #XX or any amendment thereto.
- B. An Association indemnitee seeking to be indemnified and held harmless pursuant to this paragraph 13 must provide to the Company written notice within ten business days of the Association indemnitee learning of the claim, lawsuit, or administrative charge as to which the Association indemnitee seeks to be indemnified and held harmless.
- C. The Company will have the right to conduct the defense of such matter with counsel of the Company’s choosing and enter into a settlement of such matter. The Company will give reasonable consideration to the wishes of the Association indemnitee in connection with the matters described in the foregoing sentence.

14. Effective Date and Duration

This LOA will become effective on its date of signing and will remain in effect concurrent with the PWA.

SEPARATION AGREEMENT AND GENERAL RELEASE
DELTA AIR LINES, INC.
PILOT RETIREE MEDICAL ACCOUNT (RMA) PROGRAM

Pilots who are eligible for the Pilot Retiree Medical Account (RMA) Program (the "Program") as described in Letter of Agreement #11 are required to complete and timely submit this Separation Agreement and General Release ("Release") in order to apply for participation in the Program and, if approved for participation, to participate in and receive the benefits of the Program.

1. I, _____ ("Employee"), agree to voluntarily end my employment by retiring from Delta Air Lines, Inc. ("Delta" or "Employer") under the Pilot Retiree Medical Account (RMA) Program (the "*Program*"). I have carefully reviewed the terms of the *Program* as described in Letter of Agreement #11 ("*LOA #11*") between Delta and the Air Line Pilots Association (the "*Association*"), as well as the terms of this *Separation Agreement and General Release* ("*Release*") and the Age Disclosure Attachment for the *Program*. I agree these documents are written in a manner that is understandable to me. I also agree that the *Program* and *Release* terms are acceptable to me and that I am voluntarily entering into the *Program* and this *Release* without coercion.

2. I understand that to make a proper application to participate in and, if approved by Delta for participation, to receive the benefits of the *Program*, I must take **BOTH** of the following steps no later than 2359E on _____, 2012: (1) complete the application electronically via the online application tool, **AND** (2) either (a) complete and submit the *Release* electronically via the online application tool **OR** (b) print, sign, date, complete and fax a hardcopy of all 4 pages of this *Release* to the Programs fax line (1-877-XXX-XXXX). I must also not revoke my application to participate (which will also revoke this *Release*) on or before 2359E on _____, 2012, and must otherwise abide by the terms of the *Program* and *Release*. If I have not completed **BOTH** steps before the expiration of the application deadline at 2359E on _____, 2012, or if I revoke my application to participate (which will automatically revoke this *Release*) before the expiration of the revocation period at 2359E on _____, 2012, I will not participate in and will not receive the benefits of the *Program*.

3. In exchange for my properly and timely applying to participate in the *Program*, being approved by Delta for participation in the *Program*, properly submitting my *Release*, not revoking my application to participate (and my *Release*), satisfying all eligibility criteria for the *Program*, and abiding by the *Program* and *Release* terms, I understand that Delta will provide me with access to a Retiree Medical Account and a severance payment, subject to the withholding and payment of all applicable federal, state and local taxes, as described in the *Program*. I agree that the *Program* benefits I am eligible to receive are in addition to payments or benefits to which I am already entitled, and that these enhanced benefits are not required by any legal obligation other than the *Program* itself.

4. If Delta approves my application for participation in the *Program*, then in exchange for the benefits which Delta provides to me under the *Program*, I hereby agree as follows:

- a. **General Release:** Except for the rights and obligations provided by or arising under the *Program* or this *Release*, workers' compensation claims, unemployment compensation benefit claims, claims for vested benefits that are due under the written terms of the Employer's tax-qualified pension or savings plans, any amounts I may be owed and eligible to receive for unused, earned and accrued vacation, claims related to scheduling or assignment-related grievances regarding a specific rotation under the Pilot Working Agreement ("PWA") and any claims that cannot be released under any circumstances as a matter of law (the "Non-

Released Claims"), I hereby release, withdraw, waive and forever discharge and agree not to bring a claim in court, arbitration, or under the PWA for any and all claims or actions which I now have or may have against Delta Air Lines, Inc., the Delta Pilots Savings Plan, the Delta Pilots Defined Contribution Plan, the Delta Account-Based Healthcare Plan, the Delta Pilots Medical Plan, and the Delta Pilots Disability and Survivorship Plan (collectively the "Delta Plans"), Northwest Airlines Corporation, Northwest Airlines, Inc. ("Northwest"), the Northwest Airlines Retirement Savings Plan for Pilot Employees, the Northwest Airlines Money Purchase Pension Plan for Pilot Employees, the Northwest Airlines Pilots Long Term Disability Plan, the Northwest Airlines Pension Plan for Pilot Employees, the Northwest Airlines Pension Excess Plan for Pilot Employees, the Northwest Airlines, Inc. Group Medical Plan (Plan Number 503) and the Northwest Airlines, Inc. Group Life Insurance Plan (Plan 501) (collectively the "Northwest Plans") and the Air Line Pilots Association, International (the "Association") and their predecessors, successors, administrators, fiduciaries, parents, subsidiaries, affiliates, members of their Boards of Directors, officers, directors, shareholders, representatives, agents, employees, and all persons acting through or in connection with Delta and/or the Delta Plans and Northwest and/or the Northwest Plans and/or the Association (each a "Released Party"), including as a result of my being hired by any Released Party, my employment with any Released Party, the termination of my employment with any Released Party, or any other fact or matter occurring or existing at any time from the beginning of time until the date I sign this *Release*. I also, for myself, my heirs, successors, executors, and assigns, hereby release and discharge the Released Parties from all liability for judgments or damages and agree not to institute any claim for judgment or damages and not to authorize any other party, governmental or otherwise, to institute any claim for judgment or damages, except for the Non-Released Claims. I understand that by this *Release*, except for the Non-Released Claims, I am releasing the Released Parties from any and all claims including, but not limited to, any claims arising under Title VII of the Civil Rights Act; Section 1981, 42 U.S.C. § 1981, et seq.; Executive Order 11246; the Age Discrimination in Employment Act; the Americans with Disabilities Act, as amended; Section 503 of the Rehabilitation Act of 1973; Executive Order 11246, as amended; the Federal Equal Pay Act; the Pregnancy Discrimination Act; the Fair Credit Reporting Act; the Uniformed Service Employment and Reemployment Rights Act; the Worker Adjustment and Retraining Notification Act; the Employee Retirement Income Security Act of 1974; the Minnesota Human Rights Act; the Minnesota Equal Pay Law; the Minnesota Occupational Safety and Health Act of 1973; the Minnesota Whistleblower Protection Law; the Elliott Larsen Civil Rights Act; the Michigan Persons with Disabilities Civil Rights Act; the New Jersey Conscientious Employee Protection Act; the West Virginia Human Rights Acts; the North Carolina Wage and Hour Act, and all other federal, state and local statutes, constitutions and ordinances; as well as any contract, quasi contract, statutory, whistleblower or tort claims, whether developed or undeveloped, known or unknown, or asserted or unasserted, arising from or related to my employment, termination of employment, or any other fact or matter occurring or existing at any time from the beginning of time through the date I sign this *Release*.

b. I understand that this *Release* will discharge all claims against the Released Parties, except the Non-Released Claims, to the extent permitted by law, but will not prohibit me from filing a charge or claim with any local, state, or federal administrative agency or from cooperating in any investigation conducted by such an agency. This *Release* does, however, include a general release of my right to bring a claim in court or arbitration or to seek individual remedies or monetary damages in any action to the fullest extent of the law, including in any action filed by a federal or state discrimination agency.

c. I acknowledge and agree that during my employment, I had the opportunity to take all leave and was afforded all other rights to which I was entitled under the Family Medical Leave Act (FMLA), the Minnesota Parental Leave Act ("MPLA"), the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), or any other applicable federal or state leave of absence law, and my Employer has not in any way discriminated against me, or interfered with or taken punitive action against me for exercising (or attempting to exercise) any such leave rights, except that nothing in the foregoing may be used in any way to prevent me from pursuing any Non-Released Claims.

d. I further acknowledge and agree that, except for as specifically provided in this *Release*, I have been paid any wages, commissions, compensation, accrued time-off, benefits and other amounts I am or was owed under the Fair Labor Standards Act ("FLSA"), the Minnesota Fair Labor Standards Act ("MFLSA"), the Michigan Compensation Laws, or any other applicable federal, state or local law or regulation.

e. I also agree that this *Release* is not to be construed in any way as an admission by any of the Released Parties that they have violated any federal, state, or local law, ordinance, regulation, or policy. I understand that I have numerous, valuable rights under federal, state and local law that I am waiving by executing this *Release*. I also understand and agree that I am waiving any claim that I do not know or suspect to exist at the time I sign this *Release*, except for the Non-Released Claims. I understand and intend that this *Release* will discharge all claims against the Released Parties, to the extent permitted by law, but will not discharge claims arising out of any events which may occur after the date I sign this *Release*.

f. Except as necessary to enforce the terms of this *Release*, I hereby agree that neither I, nor anyone acting on my behalf, will sue any Released Party concerning any of the matters covered by the *Release*. In the event that I sue any Released Party concerning any of the matters covered by this *Release*, I will hold each Released Party harmless from any claim asserted in such lawsuit.

5. Consideration and Revocation Periods: I understand, and I acknowledge that I have been informed in writing, including by this *Release*, that the offer to apply to participate in the *Program* requires that I also accept the terms of this *Release*, and that offer will remain open for my acceptance for a period of forty-five (45) days from the date I received this *Release*, during which time I may consider whether to accept the terms of the *Program* and *Release* if I am approved for participation in the *Program* by Delta. I have either used the full forty-five (45) day period or voluntarily chosen to apply for participation in the *Program* and to execute this *Release* before the end of that period. I also understand and agree that I have been informed in writing, including by this *Release*, that even if I apply to participate in the *Program* and submit this *Release*, I have the right to revoke that decision to apply for the *Program* and this *Release* through the online application tool at any time until the end of the revocation period at 2359E on [REDACTED], 2012. My *Program* application and this *Release* will not become effective or enforceable until the revocation period has expired and I will not be entitled to any *Program* benefits if I timely revoke my last *Program* participation election or this *Release*.

6. OWBPA Information: I acknowledge and agree that, along with this *Release*, and as required by the Older Workers Benefit Protection Act, I have been provided a written description of the eligibility factors and applicable time limits for applying for participation in the *Program*, as well as the Age Disclosure Attachment which lists the job titles and ages of pilots who are eligible to apply for participation in the *Program*, and the job titles and ages of pilots who are not eligible to apply for participation in the *Program*.

7. California Employees: Section 1542. If I am or have been employed by Delta in California, I expressly acknowledge that this *Release* is intended to include, without limitation, claims that I did not know or suspect to exist at the time I execute it, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected my decision to apply to participate in the *Program* and submit the *Release*, and that the consideration given to me under the *Program* and the *Release* is also for the release and extinguishment of any such unknown claims. As part of the consideration for my *Program* participation and release of claims, I expressly waive any rights I may have under California Civil Code section 1542 (and other similar statutes and regulations). Section 1542 states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or settlement with the debtor."

8. **Consultation with Counsel:** I acknowledge and agree that I have been advised in writing to consult with an attorney of my choosing before signing this *Release*. I acknowledge and agree that I have signed this *Release* freely and voluntarily and without coercion.

9. **Choice of Law:** I understand that this *Release* is governed by and construed under the laws of the United States and the State of Georgia. With the exception of the subparagraph entitled "General Release," if any other provision of this *Release* is determined to be invalid, illegal, or unenforceable in any respect, then the remaining portions of the *Release* will remain enforceable.

10. **Prior Agreements and Understandings:** All agreements related to the *Program* and the *Release* are contained in LOA XX, the *Program* documents and this *Release*. In deciding to apply for participation in and to accept the terms of the *Program* and the *Release*, I have not relied on any representations, promises, or statements, except for those set forth in LOA XX, the *Program* documents and this *Release*. I agree that no term of the *Release* may be changed except in a writing signed by me and a Delta Human Resources executive specifically stating our intention to amend or modify this *Release*.

11. **Return of Property:** I agree that I will not retain or destroy, and will return to Delta all company property in my possession, including but not limited to, all Airport and Employer identification badges, keys, access cards, computers, telephones or other electronic equipment, and any documents, plans, customer lists or other papers or items relating to the affairs of Delta. I further understand and agree that if I destroy or fail to return Delta's property, I will not be eligible to participate in or receive the benefits of the Program.

Having carefully read, understood and voluntarily agreed to the terms of the Separation Agreement and General Release, I hereby execute this *Release* this

_____ day of _____, 2012.
(date) (month)

Employee Signature

If you choose to submit your *Release* by fax instead of submitting it electronically via the online enrollment tool, you must complete, sign, date and fax all 4 pages of this *Release* to the Programs fax line, 1-877-XXX-XXXX, by 2359E on _____, 2012.

Please enter your full name, Delta employee number, station/city code and department number on each page where requested. A confirmation of a successful transmission will be sent to your delta.com work email address generally within 72 hours of its receipt by Delta.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

PWA CARRYOVER PROVISIONS

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by Delta Air Lines, Inc. ("the Company"), and the Air Line Pilots Association, International ("the Association").

1.

The purpose of this PWA Carryover Provisions LOA is to provide a consolidated letter containing items that: a) may affect, or be of interest to, only a limited number of pilots, b) may only be in effect for a limited period of time, c) in some cases, are not specifically a part of the PWA, but are included for reference purposes only, or d) may not warrant a separate LOA and are therefore included herein.

2.

LOAs from the Former NWA CBA

The following Letters of Agreement will continue as part of the PWA. These LOAs are in their original format from the July 31, 2006 NWA CBA and the provisions of the NWA-ALPA CBA, which are referenced will be deemed to be a part of such LOAs solely for purposes of administration and interpretation of such LOAs. If the entire LOA does not apply, the applicable portions of the LOA are noted. Letters included for reference purposes only have no binding effect on the Company.

2006-10	Feeder Carrier Hiring
2006-14	76-Seat Small Regional Jet Flow-through Agreement
1992-01	Restrictions on investments of assets of NWA Pension Plan
1998-01A	Benefits of Former REP Pilots (Revised 7/31/06)
1998-12A	NWA Pension Plan: selection of actuary, requests for funding waivers, changes of funding assumptions/methodology (Revised 7/31/06)
1998-15	Disability benefits of Former REP Pilots
LOA dated 8/17/2000	Elimination of DRP offset to DB Benefit for Howard, Rohrer, Rattigan and Bond
2003-08	Elimination of DRP offset to DB benefit for recovered pre-9/13/98 disabled pilots (Nord, Gentry, Doty, Durham, and potential pre-9/13/98 disabled pilots recovering in future)
2005-08	Freeze of NWA Pension Plan; Freeze of NWA Excess Plan; Interim Employer Contributions to NWA RSP; establishment of NWA LTD Plan; Establishment of Decreasing Term Life Insurance Benefits
2006-02	Restructuring Letter of Agreement Number 2 (Section R, Amended NWA CBA Section 27 Insurance Benefits)
2007-11	Retirement Plan Agreement for Money Purchase Pension Plan
LOA dated 2/29/08	Provision for Non-Qualified Payments to Pilot Sydney Hale in lieu of correcting benefit service under NWA Pension Plan

3.

Special Explanatory Provision Relating to NWA CBA LOAs 2006-10 and 2006-14

Solely for purposes of applying NWA LOAs 2006-10 and 2006-14, the following will apply:

- A. The terms “NWA pilots” and “Northwest pilots” will include former Northwest pilots, “pre-merger Delta pilots,” and “pilots.”
- B. The term “NWA-ALPA” will mean “NWA/DAL-ALPA” and, after establishment of a single MEC, will mean “DAL-ALPA.”
- C. The term “EDAP” or “Employment Date as a Pilot” will mean the date a pilot’s longevity commences under the PWA. (See *Section 2 A. 261.*)

Note: Provisions of the NWA CBA which are referenced in these LOAs will be deemed to be a part of such LOAs solely for purposes of administration and interpretation of such LOAs.

4.

Benefits of Former Airmen of Republic Airlines

As of October 30, 2008, Northwest Airlines provided certain post-termination employee benefits to a group of former airmen of Republic Airlines who had retired or terminated employment from Republic Airlines prior to the merger of Republic Airlines with Northwest Airlines. These benefits included medical, dental, vision care, passes, and retiree life insurance and, for pilots disabled prior to January 1, 1990, pre-retirement survivor benefits as these benefits are set forth in the Northwest Section 1114 Application Consent/Settlement Agreement, Letter of Agreement 1998-01A and Letter of Agreement 1998-15 between Northwest Airlines, Inc. and the Air Line Pilots Association. This will confirm the Company's commitment to continue to provide those benefits to such former airmen of Republic Airlines (and their beneficiaries and survivors), provided, however, that nothing in this letter will be interpreted to mean that the dollar amount of any premiums, if applicable, paid by such individuals for their coverages will not change.

5.

Retirement Boards' Responsibilities for Certain NWA Plans

The NWA retirement and disability plans (NWA Pension Plan, NWA Excess Plan, NWA RSP, NWA MP3 and NWA LTD Plan) covering former and prior NWA pilots provide for joint Retirement Boards with pilot involvement in the administration of these plans (Pension Plan, §7; Excess Plan, §10; RSP, §15; MP3 §13.10; LTD Plan, §4). These Boards will be continued as described below, and the Association-appointed members will be a component of the Association R&I Committee.

Specifically, we agree that the Boards will continue as follows:

1. **NWA Pension Plan and NWA Excess Plan.** The Retirement Board of the NWA Pension Plan will continue and, for the duration of the NWA Pension Plan and the NWA Excess Plan, will be constituted and will have all the powers, discharge all the duties and perform all the functions provided in Section 7 of the NWA Pension Plan Statement and Section 10 of the NWA Excess Plan. Those powers, duties and functions are:
 - a. Periodically reviewing NWA Pension Plan expenses, actuarial practices, investment policies and performance, reserves and administration of the NWA Pension Plan and the related Trust.
 - b. Hearing and resolving disputes regarding application and interpretation of the NWA Pension Plan and the NWA Excess Plan, in accordance with the procedures provided in Section 7.5 and 7.6 of the NWA Pension Plan Statement.
 - c. Determining the existence or cessation of disability and the occurrence and date of a Participant's death.
2. **NWA RSP and NWA MP3.** The Retirement Board of the NWA RSP will continue and, until the NWA RSP is merged into the DPSP, will be constituted and will have all the powers, discharge all the duties and perform all the functions provided in Sections 4.1, 13.1 and 15.10 of the NWA RSP and Section 13.10 of the NWA MP3. Those powers, duties and functions are:
 - a. Establishing, revising and discontinuing investment subfunds and determining the operational rules and procedures for participant investment elections.
 - b. Approving or disapproving appointments of trustees and investment managers, and directing the appointment or removal of trustees and investment managers.
 - c. Making determinations required in the administration of the NWA RSP and NWA MP3, interpreting and construing the NWA RSP and NWA MP3 plan statements and determining all factual and legal question under the NWA RSP and NWA MP3, including eligibility for and amounts of benefits.
 - d. Periodically reviewing the expenses, investment policies and performance and administration of the NWA RSP and NWA MP3 and the related trusts.
 - e. Hearing and determining all disputes arising out of the application and interpretation of the NWA RSP and NWA MP3 in accordance with the procedures provided in Section 15.10.4 and 15.10.5 of the NWA RSP Plan Statement.
 - f. Determining the existence or cessation of disability and the occurrence and date of a Participant's death.

Immediately upon merger of the NWA RSP into the DPSP, the Retirement Board of the NWA RSP will cease to perform any functions relating to the NWA RSP (except for the

1 resolution of any dispute under the NWA RSP arising prior to the merger of the plans and
2 remaining unresolved as of the plan merger date) and will have no authority with respect
3 to the DPSP, but will continue to exercise all of the powers, duties and functions
4 described above with respect to the NWA MP3 until the NWA MP3 is merged with the
5 DC Plan. Following merger of the NWA MP3 into the DC Plan, and continuing until
6 December 31, 2013, the Retirement Board of the NWA RSP will continue to have and
7 exercise the powers, duties and functions described in 2.c, 2.e and 2.f (but not 2.a, 2.b or
8 2.d), but only with respect to the rights and entitlements of former NWA pilots to NWA
9 MP3 benefits under the DC Plan. In addition, after the merger of the NWA MP3 into the
10 DC Plan, the Retirement Board of the NWA RSP will have the authority to interpret and
11 apply, and to hear and decide all disputes arising out of the interpretation and application
12 of the agreements between the Company and ALPA relating to the transition out of
13 targeted allocation of contributions to non-targeted allocation. For as long as the
14 Retirement Board continues the powers, duties and functions described in paragraph 2.a,
15 2.b and 2.d, it will continue to be a named fiduciary of the NWA MP3 Plan and NWA
16 RSP. Following the plan mergers, the Retirement Board will be a fiduciary with respect
17 to the powers, duties and functions described in paragraph 2.c, 2.e and 2.f.

- 18 3. **NWA LTD Plan.** The LTD Board of the NWA LTD Plan will continue and, as long as
19 LTD benefits are being paid to any prior NWA pilot or former NWA pilot, will be
20 constituted and will have all the powers, discharge all the duties and perform all the
21 functions provided in Section 4 of the NWA LTD Plan Statement (which are intended to
22 be the same as those of the Retirement Board of the NWA Pension Plan). Those powers,
23 duties and functions are:
24 a. Periodically reviewing funding practices and procedures, investment policies and
25 performance, and reserves of the NWA LTD Plan and the related Trust.
26 b. Periodically reviewing NWA LTD Plan expenses and administration of the NWA
27 LTD Plan.
28 c. Hearing and resolving disputes regarding application and interpretation of the NWA
29 LTD Plan, in accordance with the procedures provided in Section 4.5 and 4.6 of the
30 NWA Pension Plan.
31 d. Determining the existence or cessation of disability and the occurrence and date of a
32 Participant's death.

33 After termination of the NWA LTD VEBA trust, the LTD Board shall cease to perform
34 the functions described in 3.a. After merger of the NWA LTD Plan into the D&S Plan,
35 the LTD Board shall cease to perform the functions described in 3.b, but will continue to
36 perform the functions described in 3.c and 3.d. only with respect to NWA LTD benefits.
37

**6.
Indemnification**

- A. The Company indemnifies and holds harmless the Association, its members, officers, agents, employees, counsel, and representatives (each an “indemnatee”) from any and all claims, lawsuits, or administrative charges of any sort whatsoever including reasonable attorney’s fees and costs arising in connection with such matters, relating to, concerning or connected to the negotiation or implementation of the Special Provisions for Protection of the Delta Pilots Retirement Plan and for the Emergency Employment of Post-Retirement Pilots, signed September 30, 2004 and the Special Provisions for Cessation of Employment of Post-Retirement Pilots, signed December 11, 2005. Provided that such indemnification and hold harmless obligation will not apply to 1) any claim, lawsuit or administrative charge resulting from the willful misconduct of any indemnatee; and 2) any claim, lawsuit or administrative charge asserting that the Association violated its bylaws or other organizational requirements by entering into such agreements. An indemnatee seeking to be indemnified and held harmless pursuant to this paragraph, must provide to the Company prompt written notice of the claim, lawsuit or administrative charge as to which the indemnatee seeks to be indemnified and held harmless. The Company will have the right to conduct the defense of such matter with counsel of the Company’s choosing and enter into a settlement of such matter. The Company will give reasonable consideration to the wishes of the indemnatee in connection with the matters described in the foregoing sentence.[Source: June 1, 2006 PWA LOA #6]
- B. The Company will indemnify and hold harmless the Association, its members, officers, agents, employees, counsel, and representatives (each an “indemnatee”) from fifty percent (50%) of any liability, loss damages fines, penalties, excise taxes and costs resulting from any and all claims, lawsuits, or administrative charges of any sort whatsoever, including fifty percent (50%) of the reasonable attorney’s fees and costs, arising in connection with matters relating to, concerning or connected to the negotiation or establishment of (1) the amendment to freeze Credited Service as of December 31, 2004 under the Delta Pilots Retirement Plan, Delta Pilots Supplemental Annuity Plan and Delta Pilots Bridge Plan; (2) the amendment to cease contributions to the Delta Pilots Money Purchase Pension Plan as of January 1, 2005; and (3) the Delta Pilots Defined Contribution Plan (the foregoing three changes hereinafter referred to as the “amendments”). This fifty-percent sharing arrangement will exist until the Association’s financial exposure reaches two and one half million dollars (\$2,500,000). Any exposure exceeding two and one half million dollars (\$2,500,000) will be the responsibility of the Company. Provided that such indemnification and hold harmless obligation will not apply to (1) any claim, lawsuit or administrative charge resulting from the willful or intentional conduct of any indemnatee; (2) any claim, lawsuit or administrative charge asserting that the Association violated its By-Laws or other organizational requirements by entering into the amendments; and (3) any claim, lawsuit, or administrative charge resulting from any statement made by any indemnatee to any pilot that incorrectly describes the amendments. An indemnatee seeking to be indemnified and held harmless pursuant to this paragraph, must provide to the Company prompt written notice of the claim, lawsuit or administrative charge as to which the indemnatee seeks to be indemnified and held harmless. The Company will have the right to conduct the defense of

1 such matter with counsel of the Company's choosing and enter into a settlement of such
2 matter. The Company will give reasonable consideration to the wishes of the indemnitee in
3 connection with the matters described in the foregoing. [Source: June 1, 2006 PWA LOA #6]
4

- 5 C. The Company will indemnify and hold harmless ALPA, its officers, agents, employees,
6 counsel, and representatives (each an "indemnitee") from fifty percent of any liability, loss,
7 damages, fines, penalties and costs (not including any income or excise taxes or similar
8 amounts imposed by any governmental agency) resulting from any and all third party claims,
9 lawsuits, or administrative charges of any sort whatsoever, including fifty percent of the
10 reasonable attorney's fees and costs, arising in connection with matters relating to,
11 concerning or connected to the negotiation or establishment of (a) The Bankruptcy
12 Restructuring Agreement between Delta Air Lines, Inc. and the Association signed June 1,
13 2006 ("the Delta Bankruptcy Restructuring Agreement"), including the Bankruptcy
14 Protection Covenant between Delta Air Lines, Inc. and the Association signed June 1, 2006
15 ("the Delta Bankruptcy Protection Covenant"), (b) any amendment of any benefit plan or
16 program concerning pilots or other participants in such plan made pursuant to or as a result
17 of the Delta Bankruptcy Restructuring Agreement, including the Delta Bankruptcy
18 Protection Covenant, and (c) any other document or agreement forming part of the Delta
19 Bankruptcy Restructuring Agreement and/or the modifications to the PWA embodied in the
20 Delta Bankruptcy Restructuring Agreement ("Delta Modifications"). This fifty-percent
21 sharing arrangement will exist until ALPA's financial exposure reaches 2.5 million dollars.
22 Any exposure exceeding 2.5 million dollars will be the responsibility of the Company. Such
23 indemnification and hold harmless obligation will not apply to: 1) any claim, lawsuit or
24 administrative charge resulting from the willful or intentional conduct of any indemnitee; 2)
25 any claim, lawsuit or administrative charge asserting that ALPA violated its By-Laws or
26 other organizational requirements by entering into the amendments; 3) any claim, lawsuit or
27 administrative charge resulting from any statement made by any indemnitee that incorrectly
28 describes the Modifications; 4) any claim, lawsuit or administrative charge related to
29 allocation among Delta pilots represented by ALPA of the notes provided by the Company to
30 ALPA on behalf of the Delta pilot group required by the Delta Bankruptcy Protection
31 Covenant and attachment A thereto ("the ALPA Notes"), the ALPA allowed general non-
32 priority unsecured claim under section 502 of the Bankruptcy Code in *In re Delta Air Lines,*
33 *Inc., et al.*, administered under case No. 05-17923 (ASH) (Bankr. S.D.N.Y) ("the Delta
34 Bankruptcy Cases") in the amount of \$2.1 billion ("ALPA Delta Claim") as required by the
35 Delta Bankruptcy Protection Covenant or any proceeds received on account of the ALPA
36 Delta Claim or 5) any claim, lawsuit or administrative charge related to any disposition by
37 ALPA or pilots represented by ALPA to third parties of the ALPA Notes, the ALPA Delta
38 Claim or any proceeds received on account of the ALPA Delta Claim. An indemnitee
39 seeking to be indemnified and held harmless pursuant to this paragraph must provide to the
40 Company written notice within seven business days of the indemnitee learning of the claim,
41 lawsuit or administrative charge as to which the indemnitee seeks to be indemnified and held
42 harmless. The Company will have the right to conduct the defense of such matter with
43 counsel of the Company's choosing and enter into a settlement of such matter. The
44 Company will give reasonable consideration to the wishes of the indemnitee in connection
45 with the matters described in the foregoing sentence. [Source: June 1, 2006 PWA LOA #7]
46

1 D. 1. Indemnification. Northwest Airlines, Inc and the Company (collectively, “the Company”)
2 hereby agree to indemnify and hold harmless ALPA, its officers, agents, employees,
3 counsel, and representatives(each, an “Indemnified Person”) from any and all losses,
4 damages, fines, penalties, taxes, expenses, claims, lawsuits, or administrative charges of
5 any sort whatsoever (including reasonable attorney’s fees and costs arising in connection
6 with the investigation and defense of any such matter) relating to, concerning or
7 connected with the negotiation or implementation of (a) the Agreement between
8 Northwest Airlines, Inc and the Association signed July 31, 2006 and attachments thereto
9 (“NWA-ALPA Restructuring Agreement”), (b) the Retirement Plan Agreement For
10 Pension Plan for Pilot Employees Pension, Excess Plan for Pilot Employees And
11 Retirement Savings Plan for Pilot Employees between Northwest Airlines, Inc and ALPA
12 signed December 15, 2005 (“Retirement Plan Agreement”), (c) the Retirement Plan
13 Agreement For Pension Plan For Pilot Employees And Retirement Savings Plan for Pilot
14 Employees between Northwest Airlines, Inc and ALPA signed July 31, 2006(“the
15 Pension Omnibus Agreement”), (d) the Twenty-Seventh Amendment to the Northwest
16 Airlines Pension Plan for Pilot Employees, (e) the Nineteenth Amendment to the
17 Northwest Airlines Retirement Savings Plan for Pilot Employees, (f) the Fifth
18 Amendment to the Northwest Airlines Pension Excess Plan for Pilot Employees, (g) the
19 Disability Agreement, (h) the Northwest Airlines LTD Plan for Pilot Employees, (i) the
20 Family Member Death Benefit Agreement (all the agreements listed in d-i above are
21 attachments and exhibits to the Retirement Plan Agreement and the Pension Omnibus
22 Agreement), and (j) any other document or agreement forming part of the NWA-ALPA
23 Restructuring Agreement and/or the modifications of the of the NWA-ALPA Agreement
24 (as defined below) (“NWA Modifications”) which is in any way related to or connected
25 with any of the foregoing (any such event, a “Claim”); provided however, (i) the
26 Company shall have no indemnification obligation to the extent that a Claim against an
27 Indemnified Person is finally determined by a court of competent jurisdiction to have
28 resulted from the gross negligence, fraud or willful misconduct of such Indemnified
29 Person; (ii) the Indemnification Procedures set forth below are met; (iii) the Company
30 will only be liable for 50% of the first \$3 million obligation for the defense, settlement
31 and/or satisfaction of a Claim, and 100% thereafter; and (iv) the Company shall have no
32 obligation to provide indemnification with respect to any Claim based upon, relating to or
33 arising out of any determination by ALPA of the manner of distribution or allocation of
34 benefits. This indemnification obligation shall continue in full force and effect without
35 regard to the duration clause of the ALPA Restructuring Agreement.

- 36 2. Indemnification Procedure. (1) An Indemnified Person must give prompt notice to the
37 Company of the facts and circumstances that may constitute a Claim under this paragraph
38 4.D.; provided, however, that any delay by an Indemnified Person in giving such notice
39 shall not relieve the Company of its obligations under this paragraph 4.D. except to the
40 extent that such delay causes material damage or prejudice to the Company. (2) the
41 Company shall be entitled to participate in a judicial or administrative proceeding
42 concerning an actual or potential Claim (an “Action”) and, upon ten (10) days notice to
43 the applicable Indemnified Person, may assume the defense of such Claim with counsel
44 of the Company’s choosing and reasonably satisfactory to the Indemnified Person. Upon
45 assumption of the defense of an Action by the Company, the Company shall control the

defense of the Indemnified Person and nothing that follows shall allow any other person to maintain or assume control of such defense. Following any assumption of the defense of an Action by the Company, the Company shall not be liable for any subsequent fees of legal counsel or other expenses incurred by the Indemnified Person in connection with the defense of such Action, subject to reimbursement for actual out-of-pocket expenses incurred by the Indemnified Person as the result of a request for cooperation or assistance by the Company; provided, however, if, in the reasonable opinion of outside counsel to the Indemnified Person, there exists an actual, material conflict of interest between the Company and the Indemnified Person, the Company shall be liable for the legal fees and expenses of separate counsel to the Indemnified Person; provided, further, the Indemnified Person shall have the right to participate in the defense of an Action with its own counsel at its own expense. (3) No compromise or settlement of any Action shall be binding on the Company for purposes of the Company's obligations under this paragraph 4.D. without the Company's express written consent, which consent shall not be unreasonably withheld. The Company shall not compromise or settle any Action or otherwise admit to any liability for any Claim on a basis that would reasonably be expected to adversely affect the future activity or conduct of the Indemnified Person without the prior written consent of the Indemnified Person, which consent shall not be unreasonably withheld. (4) In the event the Company assumes the defense of any Action under this paragraph 4.D., the Company shall (i) keep ALPA and the applicable Indemnified Person informed of material developments in the action, (ii) promptly provide ALPA and such Indemnified Person with copies of all pleadings, responsive pleadings, motions and other similar legal documents and papers received in connection with the Action, (iii) permit ALPA and such Indemnified Person and their counsel, to the extent practicable, to confer on the defense of the Action, and (iv) permit ALPA and such Indemnified Person and their counsel, to the extent practicable, an opportunity to review all legal papers to be submitted prior to their submission. The parties shall provide to each other such assistance as may be reasonably required to ensure the proper and adequate defense of the Action, and each party shall use its good faith efforts and cooperate with each other party to avoid the waiver of any privilege of another party. [Source: July 31, 2006 NWA CBA LOA #2006-03]

- E. The Company will indemnify and hold harmless the Association, the Delta Air Lines Master Executive Council of the Association, the former Northwest Airlines Master Executive Council of the Association, and their current and past officers, members, committee members, agents, employees, advisors, counsel, and other representatives (each an "Association indemnitee") from any and all liability, loss, damages, fines, penalties, expenses and costs, including reasonable attorneys' fees and costs, resulting from any claims, lawsuits, or administrative charges of any sort whatsoever arising in connection with matters relating to, concerning or connected to (a) the 2009 Pilot Retirement Incentive Program (2009 PRIP), (b) the Letter of Agreement entitled "2009 Pilot Retirement Incentive Program" dated May 27, 2009 (2009 PRIP LOA), or (c) any amendment to the 2009 PRIP or the 2009 PRIP LOA, including but not limited to the negotiation, establishment or implementation of the 2009 PRIP, the 2009 PRIP LOA, or any amendments to the 2009 PRIP or the 2009 PRIP LOA, provided that such indemnification and hold harmless obligation will not apply to 1) any claim, lawsuit or administrative charge resulting from the willful or intentional

misconduct of any indemnitee, but this exception will not apply to any claim, lawsuit or administrative charge asserting or based in any way on a claim that an Association indemnitee engaged in willful or intentional misconduct by negotiating or entering into the 2009 PRIP LOA; and 2) any claim, lawsuit or administrative charge asserting that the Association violated its bylaws or other organizational requirements by entering into the 2009 PRIP LOA or any amendment thereto, and 3) any claim, lawsuit or administrative charge resulting from any intentional, material misstatement made by any Association indemnitee that incorrectly describes the 2009 PRIP or the 2009 PRIP LOA or any amendment thereto. An Association indemnitee seeking to be indemnified and held harmless pursuant to this paragraph must provide to the Company written notice within ten business days of the Association indemnitee learning of the claim, lawsuit or administrative charge as to which the Association indemnitee seeks to be indemnified and held harmless. The Company will have the right to conduct the defense of such matter with counsel of the Company's choosing and enter into a settlement of such matter. The Company will give reasonable consideration to the wishes of the indemnitee in connection with the matters described in the foregoing sentence.

- F. The Company will indemnify and hold harmless the Association, the Delta Air Lines Master Executive Council of the Association, and their current and past officers, members, committee members, agents, employees, advisors, counsel, and other representatives (each an "Association indemnitee") from any and all liability, loss, damages, fines, penalties, expenses, and costs, including reasonable attorneys' fees and costs, resulting from any claims, lawsuits, or administrative charges of any sort whatsoever brought by a pilot arising in connection with matters relating to, concerning or connected to (a) the 2011 Voluntary Programs as they apply to pilot employees, (b) the Letter of Agreement entitled "2011 Voluntary Programs" dated May 31, 2011 (2011 Voluntary Programs LOA), or (c) any amendment to the 2011 Voluntary Programs (as they apply to pilot employees) or the 2011 Voluntary Programs LOA, including but not limited to the negotiation, establishment, or implementation of the 2011 Voluntary Programs as applicable to pilot employees, the 2011 Voluntary Programs LOA, or any amendments to the 2011 Voluntary Programs as applicable to pilot employees or the 2011 Voluntary Programs LOA, provided that such indemnification and hold harmless obligation will not apply to 1) any claim, lawsuit, or administrative charge resulting from the willful or intentional misconduct of any indemnitee, but this exception will not apply to any claim, lawsuit, or administrative charge asserting or based in any way on a claim that an Association indemnitee engaged in willful or intentional misconduct by negotiating or entering into this the 2011 Voluntary Programs LOA; and 2) any claim, lawsuit, or administrative charge asserting that the Association violated its bylaws or other organizational requirements by entering into the 2011 Voluntary Programs LOA or any amendment thereto, and 3) any claim, lawsuit, or administrative charge resulting from any intentional, material misstatement made by any Association indemnitee that incorrectly describes the 2011 Voluntary Programs or the 2011 Voluntary Programs LOA or any amendment thereto. An Association indemnitee seeking to be indemnified and held harmless pursuant to this paragraph must provide to the Company written notice within ten business days of the Association indemnitee learning of the claim, lawsuit, or administrative charge as to which the Association indemnitee seeks to be indemnified and held harmless. The Company will have the right to conduct the defense of such matter with counsel of the

1 Company's choosing and enter into a settlement of such matter. The Company will give
2 reasonable consideration to the wishes of the indemnitee in connection with the matters
3 described in the foregoing sentence.
4
5

6 **7.**

7 **FORB & PSRB participation by MEC Training Committee Chairmen**
8

9 Past participation by the MEC Training Committee Chairman has been valuable in the past in the
10 conduct of the Flight Operations Review Board (FORB), and it has been Flight Operations'
11 practice to invite the MEC Training Committee Chairman, or his designee, to participate in the
12 FORB process. The Company agrees to continue this practice. The Company agrees to extend
13 the practice of inviting the participation of the MEC Training Committee Chairman, or his
14 designee, to proceedings of the Pilot Standards Review Board.
15
16

17 **8.**

18 **ANC Base Closure Provisions**
19

20 A former ANC pilot who is entitled to the benefits and relief contained in paragraph 4. Of the
21 MOU entitled "JCBA Pay Protection Clarification and Anchorage Base Closure" dated XXX
22 XX, 2009 will remain eligible for such relocation benefits until July 31, 2012. Such pilot will be
23 provided free parking while on duty, for one vehicle at ANC (in lieu of his parking at another
24 base) until he establishes a new permanent residence, or July 31, 2012, whichever occurs first.
25
26

27 **9.**

28 **PBS Unstacking Parameters**
29

30 The PWG will consider the potential impact of changing the current *MOU #2 - PBS* limit on
31 maximum stack heights for regular and reserve lines, and issue appropriate recommendations.
32 Recommendations of the PWG will be considered by the parties in determining the need for
33 contractual or procedural changes to PBS.
34
35

36 **10.**

37 **Duration**
38

39 This Letter of Agreement will become effective on [DOS] and remain in effect concurrent with
40 the PWA.

MEMORANDUM OF UNDERSTANDING

between

DELTA AIR LINES, INC.

and the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

PBS

A. Definitions

1. “Correct line” means the initial line the pilot should have been awarded had a PBS bid award error not occurred.
2. “Denial mode” means a process in PBS that:
 - a. is performed after PBS is unable to award a pilot a regular line consistent with his bid preferences, seniority, his known absences, the FARs and the PWA and within his LCW,
 - b. is utilized after shuffle and prior to SLG, and
 - c. ignores, one at a time, a pilot's preference(s) to avoid flying a specified rotation or a rotation with specified criteria (e.g., number of duty periods in a rotation, departure time of rotation, number of flight segments per duty period) or his preference to avoid flying on a specified day, in an effort to award him a regular line within his LCW.
3. “Fill to threshold” means a tool in PBS that:
 - a. is utilized prior to denial mode, and
 - b. continues to award rotations to each pilot’s line, if possible, until such line is at or above the threshold.
4. “Force priority stack date on SLG” means a tool in PBS that ensures a pilot who is awarded a regular line during the SLG process is awarded a rotation that is scheduled to operate on the specified priority stack date.
5. “Max iteration” means a parameter in PBS that limits the number of rotations PBS considers when attempting to construct a regular line.
6. “Max passes” means a parameter in PBS that limits the number of attempts by PBS to award lines to all pilots in a category.
7. “Max reserves” means a parameter in PBS that limits the number of pilots permitted to be awarded a reserve line in a category.
8. “Max swap depth” means a parameter in PBS that limits the number of rotations that may be moved among regular lines and/or open time in an effort to comply with a pilot’s bid preference.

- 1 9. “Max trip substitution” means a tool in PBS that permits multiple combinations of
2 rotations to be tested on a pilot’s line that match specific bid preferences in an
3 attempt to construct a regular line for the pilot.
- 4 10. “Maximum stack height” means a parameter in PBS that limits a stack after all
5 pilots in the category are awarded a line.
- 6 11. “PBS” or “preferential bid system” means the bidding system utilized by the
7 Company that enables a pilot to bid for and be awarded an initial line, based upon:
8 a. his bid preferences,
9 b. his seniority,
10 c. his known absences,
11 d. programmed award logic,
12 e. FARs,
13 f. Company policy, and
14 g. the PWA.
- 15 12. “PBS bid award error” means an occurrence in which a pilot who properly
16 submitted a valid bid was not awarded an initial line consistent with:
17 a. his bid preferences,
18 b. his seniority,
19 c. his known absences,
20 d. accurately programmed award logic,
21 e. FARs,
22 f. Company policy, and
23 g. the PWA.
- 24 13. “Priority stack date” means a designated date that is unstacked before PBS
25 unstacks any other date.
- 26 14. “Secondary line generation” (SLG) means the final PBS process, used after
27 shuffle and denial mode, that ignores a pilot's bid preferences in an attempt to
28 construct a regular line for the pilot.
- 29 15. “Shuffle” means a tool in PBS that:
30 a. is utilized after PBS is unable to award a pilot a regular line within his LCW
31 which complies with his higher priority bid preference(s),
32 b. removes a rotation(s) which had been awarded in accordance with such bid
33 preference(s) and searches for combinations of rotation(s) which comply with
34 his lower priority bid preference(s), and
35 c. is utilized prior to denial mode.
- 36 16. “Shuffle to threshold” means a tool in PBS that utilizes shuffle in an attempt to
37 construct a regular line for a pilot that is at or above the threshold.
- 38 17. “Stack” means the number of rotations in a period that remain in open time at the
39 end of a bid run.
- 40 18. “Threshold” means the target credit value for each regular line determined by the
41 Company in each category in a bid period.
- 42 19. “Unstack” means a tool in PBS that assigns rotations to pilots in such a way as to
43 prevent a stack that is greater than the maximum stack height.
- 44

B. PBS Work Group

1. The PBS work group (PWG) will be comprised of the Director of Pilot Resources, the MEC Scheduling Committee Chairman, two Company representatives and two pilot representatives.

Note: Additional Company and/or pilot representatives may be added to the PWG as necessary by the mutual consent of the Director of Pilot Resources and the MEC Scheduling Committee Chairman.

2. The PWG will be responsible for the oversight and administration of PBS as set forth in this MOU. In carrying out these responsibilities, the PWG will consider both operational reliability and pilot quality of life.
3. The PWG will have regular and timely access to the PBS vendor, PBS servers and communications between the Company, the Association and the PBS vendor necessary to oversee and administer PBS as set forth in this MOU.
4. The PWG will meet and confer at least semi-annually to review the application of paragraphs C. 2. - 7. to ensure such paragraphs continue to provide both realistic operational coverage and pilot quality of life.
5. The business specifications of PBS are detailed in the PBS Requirements document dated March 8, 2005, as amended. When, in the opinion of the PWG, it becomes desirable to modify an aspect of the PBS business specifications (e.g., the bidder interface, the bid award logic, hardware and software requirements and the database), such modification will not be implemented until it has been tested to the satisfaction of the PWG.
6. The PBS vendor will not be changed without the consent of the PWG. In conjunction with the selection of a new vendor, this MOU will be modified as necessary to incorporate all aspects of the new system.
7. The Association will not be liable for flight pay and benefit override reimbursement to the Company under **Section 24 J. 3.** for:
 - a. the pilot members of the PWG when executing their PWG responsibilities.
 - b. up to two pilots selected by the Association, whom the Company agrees can be released from duty without causing a flight not to operate or a training event not to be accomplished, and who are to be involved in the line award process each bid period.

C. PBS Administration

1. The Company will designate a PBS system administrator.
2. The system administrator may, at his option, publish a bid run solution that uses the following tools:
 - a. fill to threshold.
 - b. unstack, utilizing a maximum stack height of at least 6% of the actual number of regular lines in the category, provided that no pilot:
 - 1) within the most senior 70 percent of regular pilots is unstacked in a bid period which does not contain a holiday under **Section 23 I. 8. a. Exception 1) - 9).**

2) within the most senior 50 percent of regular pilots is unstacked in a bid period which contains a holiday under **Section 23 I. 8. a. Exception 1) - 9).**

3) within the most senior 90 percent of regular pilots is awarded a line through SLG.

Note: These limitations may be re-set by agreement of the PWG.

c. force priority stack date on SLG.

3. The system administrator may, at his option, publish a bid run solution that uses the following settings:

a. a priority stack date, for a date that falls on a holiday under **Section 23 I. 8. a. Exception 1) - 9).**

b. a parameter for max reserves.

4. The system administrator may, with consent of the PWG, publish a bid run solution that uses the following tools:

a. unstack, beyond the limitations of paragraph C. 2. b.,

b. shuffle to threshold.

5. The system administrator will use the following tools, unless otherwise directed by the PWG:

a. shuffle.

b. max trip substitution.

6. The system administrator will determine the settings for the following parameters, unless otherwise directed by the PWG:

a. max iterations.

b. max swap depth.

c. max passes.

7. The PWG will determine whether or not to set the priority stack date for a date that does not fall on a holiday under **Section 23 I. 8. a. Exception 1) - 9).**

D. PBS Error Resolution

1. A pilot must report a potential PBS bid award error to the PBS system administrator, by telephone or email (061ATLPBS.delta@delta.com), within six days of the publication of the bid award in DBMS.

2. If the PBS system administrator determines that a PBS bid award error has occurred, he will correct the error as specified in paragraphs D. 4. - 9.

3. If the PBS system administrator determines that a PBS bid award error has not occurred but the pilot does not agree with that determination, the pilot may request that the system administrator raise the issue with the PWG for a final determination. The PWG may consult with the vendor if they deem it necessary.

4. If it is determined by the PBS system administrator or the PWG that a PBS bid award error has occurred, the pilot's bid will be re-run in PBS, to the extent practicable, to determine the correct line.

5. A pilot who would have been awarded a reserve line if the PBS bid award error had not occurred will be awarded a specially created reserve line. Such a pilot will have his X-day(s) distributed according to his seniority and bid preferences. He will receive a reserve guarantee under **Section 4 C.**

- 1 6. A pilot who would have been awarded a regular line if the PBS bid award error
- 2 had not occurred will be awarded, at his option:
- 3 a. a specially created reserve line,
- 4 b. a blank regular line, or
- 5 c. a line constructed under paragraph D. 9.
- 6 7. A pilot who chooses to be awarded a specially created reserve line under
- 7 paragraph D. 6. a. will:
- 8 a. have his X-day(s) distributed according to his seniority and bid preferences,
- 9 and
- 10 b. receive a reserve guarantee under **Section 4 C.**
- 11 8. A pilot who chooses to be awarded a blank regular line under paragraph D. 6. b.
- 12 will not receive a line guarantee under **Section 4 B.**
- 13 9. A pilot who chooses to be awarded a line under paragraph D. 6. c. will have a line
- 14 constructed as follows:
- 15 a. At his option, he will have any rotation that is not on his correct line removed
- 16 from his line. Such pilot will not be paid and credited for such removed
- 17 rotation(s).
- 18 b. If a rotation(s) that is on his correct line but not his initial line remains in open
- 19 time, the pilot may, at his option, be awarded such rotation(s). If such
- 20 rotation(s) is not in open time, the pilot may, at his option, receive pay and
- 21 credit for such rotation(s) and be subject to recovery flying under **Section 23 K.**
- 22 Exception one: A pilot will not be awarded a rotation which was on his correct
- 23 line, but not on his initial line, if such rotation will create an FAR or PWA
- 24 conflict on his line. The pilot will not receive pay and credit for such
- 25 conflicting rotation.
- 26 Exception two: A pilot will not be awarded a rotation that causes his line to
- 27 exceed the upper limit of his LCW or his block hour limit.

28

29 E. PBS Training

30

- 31 1. The Company will provide PBS training as part of each recall or new-hire class.
- 32 2. PBS training will be developed with the input of the PWG and:
- 33 a. provide a comprehensive overview of PBS to each pilot.
- 34 b. consist of classroom training and utilize the most recent editions of:
- 35 1) the PBS training CD,
- 36 2) the PBS User's Manual, and
- 37 3) the PBS Quick Start Guide.

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MEMORANDUM OF UNDERSTANDING

Between

DELTA AIR LINES, INC.

and the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

NEUTRAL DOCTOR PROCESS AMENDMENT TO THE D&S PLAN

1. The Plan Administrator of the Delta Pilots Disability and Survivorship Plan (D&S Plan) may use the following process to review the medical records and/or direct a medical review of a plan participant who is receiving long-term disability benefits under the D&S Plan if the Plan Administrator has a good faith belief that he may not qualify for disability benefits under the terms of the D&S Plan. In this case, the Plan Administrator may not direct the medical review more than once per year.
2. If a plan participant has been determined by his AME not eligible to exercise the privileges of his First Class Medical Certificate, the Plan Administrator may review the participant's medical records.
3. A plan participant undergoing such medical review will give the Plan Administrator access to all medical records requested by it.
4. The Plan Administrator may require medical evaluation of the plan participant.
5. The Plan Administrator and the ALPA Aeromedical Advisor will confer on the choice of medical evaluator prior to sending the plan participant for evaluation if the plan participant releases the pertinent information to the ALPA Aeromedical Advisor.
6. The Plan Administrator will select a Plan medical examiner (PMX).
7. Medical information provided by the Plan Administrator to the PMX will be limited to medically relevant information provided by doctors and treating facilities.
8. The plan participant, the Plan Administrator and the PMX will complete the evaluation and any case review process as expeditiously as possible.
9. The PMX will be instructed to provide the plan participant with written notice of his determination.
10. If the PMX determines that the plan participant is eligible to exercise the privileges of his First Class Medical Certificate, the plan participant may initiate further review as provided in paragraph 10 a. If the plan participant does not initiate further review within 30 days of receipt of the written determination, in the manner provided in paragraph 10 a., then his disability benefits will terminate effective 30 days after the pilot's receipt of the PMX's determination. Such plan participant will be determined to not be eligible for disability benefits.

- a. Within 30 days of the plan participant's receipt of the PMX's written determination, the plan participant may request a review by choosing a qualified medical examiner (PME) to conduct a medical evaluation for the same purpose as the medical evaluation made by the PMX.
- b. Employment of the PME will be at the plan participant's expense. However, if the Neutral Medical Examiner (NME) later determines that the plan participant is not eligible to exercise the privileges of his First Class Medical Certificate, or if the FAA declines to issue a First Class Medical Certificate to the plan participant after the plan participant's appeal to the FAA, the plan participant will, upon presentation to the Plan Administrator of an itemized bill from the PME, be reimbursed for such expense.
- c. A copy of the PME's findings will be furnished to the Plan Administrator.
 - 1) If the PME concurs with the PMX that the plan participant is eligible to exercise the privileges of his First Class Medical Certificate, there will be no further review and the plan participant will be determined to not be eligible for long-term disability benefits by the Plan Administrator, effective on the date of the PME's determination. Such a plan participant must apply to the FAA for a First Class Medical Certificate as soon as possible, but no later than ten days from the date of receipt of the PME's determination. While such application is pending(including any appeal), he will continue to receive such disability benefits. If the AME or the FAA declines to issue a First Class Medical Certificate to such plan participant, he must appeal such decision. If the FAA declines to issue him a First Class Medical Certificate following his appeal, he will continue to receive disability benefits.

Note: Such plan participant should present his First Class Medical Certificate to his Chief Pilot immediately upon obtaining such certificate as specified in **Section 15 C.**, at which time his disability benefits will cease.
 - 2) If the PME does not concur with the PMX, the plan participant may initiate further review by making a written request to the Plan Administrator within 30 days of receipt of the PME's determination. The review will consist of a medical evaluation performed by the NME, preferably a specialist. The NME will be selected by mutual agreement between the PMX and the PME. If the plan participant does not initiate this further review, the participant will be determined to not be eligible for disability benefits and such benefits will terminate 30 days after the plan participant's receipt of the PME's determination.
- d. The NME will issue a determination whether the plan participant is eligible to exercise the privileges of his First Class Medical Certificate. Copies of the NME's determination will be furnished to the Plan Administrator and the plan participant.
 - 1) If the NME determines that the plan participant is eligible to exercise the privileges of his First Class Medical Certificate, the plan participant must apply for a First Class Medical Certificate with an AME of the NME's choosing, as soon as possible, but no later than 30 days from the date of

- 1 the plan participant's receipt of the NME's determination. While the plan
2 participant's application is pending, he will continue to receive disability
3 benefits. If the AME or the FAA declines to issue a First Class Medical
4 Certificate to such plan participant, he must appeal such decision, during
5 which period he will continue to receive disability benefits. If the FAA
6 issues him a First Class Medical Certificate, he must present such
7 certificate to his Chief Pilot, as specified in **Section 15 C. 2**. If the FAA
8 declines to issue him a First Class Medical Certificate following his
9 appeal, he will continue to receive disability benefits.
- 10 2) If the NME determines that the plan participant is eligible to exercise the
11 privileges of his First Class Medical Certificate, the expense of employing
12 the NME will be shared equally by the plan participant and the Plan unless
13 the FAA declines to issue a First Class Medical Certificate, in which case
14 the expense of employing the NME will be borne by the Plan. The FAA's
15 determination will be final and binding on the Plan Administrator and the
16 plan participant.
- 17 3) If the NME determines that the plan participant is not eligible to exercise
18 the privileges of his First Class Medical Certificate, the plan participant
19 will be determined to be eligible for long-term disability benefits by the
20 Plan Administrator. The expense of employing the NME will be borne
21 entirely by the Plan. The NME's determination will be final and binding
22 on the Plan Administrator and the plan participant.
- 23 11. The medical review process set forth herein is the exclusive procedure for the
24 Plan Administrator to determine whether a plan participant is eligible to exercise
25 the privileges of his First Class Medical Certificate, and the decision made in
26 accordance with this process is final and binding on both the Plan Administrator
27 and the plan participant.

MEMORANDUM OF UNDERSTANDING

Between

DELTA AIR LINES, INC.

And the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

**PILOT AVIATION SAFETY ACTION PROGRAM
ADMINISTRATION**

This Memorandum of Understanding is made under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (the “Company”), and the Air Line Pilots Association, International (the “Association”).

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”), effective October 30, 2009, and

WHEREAS the Aviation Safety Action Program (ASAP) is the result of an agreement between the Company, the Association and the Federal Aviation Administration (“FAA”) based on FAA AC 120-66B and which was codified in a Memorandum of Understanding dated January 15, 2009, which is not part of the PWA, and

WHEREAS the Company and the Association share the goal of operating with the highest degree of safety and agree that the ASAP contributes toward that goal, and

WHEREAS the Company and the Association desire to clarify and incorporate into the PWA certain policies and procedures related to the operation of the ASAP.

NOW THEREFORE, it is mutually agreed:

1. The Company and the Association will each select a primary ERC member and an alternate ERC member(s). The MEC Chairman (or his designee) and the SVP Flight Operations (or his designee) will jointly determine the appropriate number of alternate ERC members for each party. The parties will each appoint their primary and their agreed upon number of alternate ERC members and notify the other party in writing of the names of such members. Each party will promptly

- 1 notify the other in writing of any change in members. An alternate ERC member
2 will participate in ERC meetings when the primary ERC member is unable to
3 attend. All ERC members will attend and complete an ASAP training course
4 (jointly developed or approved by the Company and the Association) prior to
5 acting as an ERC member.
- 6 2. The Director-Flight Safety will designate an alternate(s) ASAP Program Manager,
7 in the event the ASAP Program Manager will be unavailable for an extended
8 period of time, to ensure the timely administration of the ASAP. The MEC
9 Chairman (or his designee) and the SVP Flight Operations (or his designee) will
10 jointly determine the appropriate number of alternate ASAP Program Managers.
11 The Company will appoint the primary and the agreed upon number of alternate
12 ASAP Program Managers and notify the Association in writing of the names of
13 such managers. The Company will promptly notify the Association in writing of
14 any change in managers. The alternate ASAP Program Manager(s) will be
15 identified to the members and alternate members of the ERC.
- 16 3. ASAP reports will be accepted into the program in accordance with the terms
17 established in the three-party MOU dated January 15, 2009. Following acceptance
18 of the report, the ASAP Program Manager or a Flight Safety investigator(s)
19 working under the direction of the ERC, may require statements and/or interviews
20 of the pilot involved. If an ASAP report fails to meet the criteria for acceptance as
21 outlined in the three-party MOU, the ASAP report will be subsequently excluded
22 from the program.
- 23 4. Once the ASAP report has been submitted, the ERC may consider information not
24 contained in the ASAP report in determining the appropriate corrective action or
25 in making a later determination to exclude the report from the ASAP.
- 26 5. ASAP reports will be de-identified so that no person other than the ASAP
27 Program Manager and a Flight Safety investigator(s) working under the direction
28 of the ERC can identify the crewmembers from the ASAP report. Following
29 acceptance of the ASAP report and in the event the ERC determines it requires
30 further information, the ASAP Program Manager may provide the pilot's identity
31 to the ERC.
- 32 6. After an ASAP report has been submitted, the Company may conduct a review
33 (e.g., a Flight Operations Review Board (FORB)) contemporaneous with or
34 subsequent to any ERC investigation that might be ongoing. The ERC will give
35 due consideration to the FORB's recommendation in determining appropriate
36 corrective action.
- 37 7. The ERC will determine corrective action, if any, on all incidents for which an
38 ASAP report is accepted. Such corrective action will not include discipline (e.g.,
39 letter of warning, letter of counsel, suspension) or evaluation event(s) (e.g.,
40 proficiency checks, line checks or oral checks) for any pilot involved in the
41 incident who has filed an ASAP report that is not later excluded by the ERC.
- 42 8. After an ASAP report has been closed by the ERC, it may be used by the
43 Company or the Association for safety purposes.
- 44

MOU #3 – Pilot Aviation Safety Action Program Administration

- 1 This Memorandum of Understanding will become effective on its date of signing and will
- 2 remain in effect for the duration of the PWA or the ASAP Memorandum of
- 3 Understanding between the Company, the Association and the FAA.



**DELTA AIR LINES
AVIATION SAFETY ACTION PROGRAM (ASAP)
FOR PILOTS**

MEMORANDUM OF UNDERSTANDING

1. GENERAL. Delta Air Lines (Delta) is a Title 14 of the Code of Federal Regulations (14 CFR), air carrier operating under Part 121 engaged in domestic and international scheduled passenger operations. Delta operates approximately 460 aircraft, and employs approximately 6500 pilots. The pilots are represented by the Air Line Pilots Association, International (ALPA).

2. PURPOSE. The Federal Aviation Administration (FAA), Delta, and ALPA are committed to improving flight safety. Each party has determined that safety would be enhanced if there were a systematic approach for pilots to promptly identify and correct potential safety hazards. The primary purpose of the Delta Aviation Safety Action Program (ASAP) is to identify safety events, and to implement corrective measures that reduce the opportunity for safety to be compromised. In order to facilitate flight safety analysis and corrective action, Delta and ALPA join the FAA in voluntarily implementing this ASAP for pilots, which is intended to improve flight safety through pilot self-reporting, cooperative follow-up, and appropriate corrective action. This Memorandum of Understanding (MOU) describes the provisions of the program.

3. BENEFITS. The program will foster a voluntary, cooperative, nonpunitive environment for the open reporting of safety of flight concerns. Through such reporting, all parties of this MOU will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop corrective action to help solve safety issues and possibly eliminate deviations from 14 CFR. For a report accepted under this ASAP MOU, the FAA will use lesser enforcement action or no enforcement action, depending on whether it is a sole-source report, to address an event involving possible noncompliance with 14 CFR. This policy is referred to in this MOU as an "enforcement-related incentive".

4. APPLICABILITY. The Delta ASAP applies to all pilot employees of Delta and only to events that occur while acting in that capacity. Reports of events involving apparent noncompliance with 14 CFR that are not inadvertent or that appear to involve an intentional disregard for safety, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program.

a. Events involving possible noncompliance with 14 CFR by Delta that are discovered under this program may be handled under the Voluntary Disclosure Policy, provided that Delta voluntarily reports the possible noncompliance to the FAA and that the other elements of that policy are met. (See the current version of AC 00-58, Voluntary Disclosure Reporting Program, FAA Order 2150.3B, Compliance and Enforcement Program, Chapter 5

b. Any modifications of this MOU must be accepted by all parties to the agreement.

5. PROGRAM DURATION. This is a Demonstration Program the duration of which shall be 18 months from the date this MOU is signed by the FAA (following signature by the other parties). If the program is determined to be successful after a comprehensive review and evaluation, the parties intend for it to be a Continuing Program. This ASAP may be terminated at any time for any reason by Delta, the FAA, or ALPA. The termination or modification of a program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action; i.e., when a program is terminated, all reports and investigations that were in progress will be handled under the provisions of the program until they are completed. Failure of any party to follow the terms of the program ordinarily will result in termination of the program. Failure of Delta to follow through with corrective action acceptable to the FAA to resolve any safety deficiencies ordinarily will result in termination of the program.

6. REPORTING PROCEDURES. When a pilot observes a safety problem or experiences a safety-related event, he or she should note the problem or event and describe it in enough detail so that it can be evaluated by a third party.

a. ASAP Report Form. At an appropriate time during the workday (e.g. after the trip sequence has ended for the day), the employee should complete Delta ASAP Form (Form Number Not Applicable) for each safety problem or event and submit it electronically to Delta Flight Safety. If the electronic system is not available to the pilot at the time he or she needs to file a report, the employee may contact the ASAP manager's office and file a report via telephone within 24 hours (domestic flights) or 48 hours (international flights) after the end of the flight sequence for the day of occurrence, absent extraordinary circumstances. Reports filed telephonically within the prescribed time limit must be followed by a formal report submission within three calendar days thereafter. If the safety event involves a deviation from an ATC clearance, the pilot should note the date, time, place, altitude, flight number, and ATC frequency, along with enough other information to fully describe the event and any perceived safety problem.

b. Time Limit. Reports that the Event Review Committee (ERC) determines to be sole-source will be accepted under the ASAP, regardless of the timeframe within which they are submitted, provided they otherwise meet the acceptance criteria of paragraphs 11a(2) and (3) of this MOU. Reports which the ERC determines to be non sole-source must meet the same acceptance criteria, and must also be filed within one of the following two possible timeframes:

(1) Within 24 hours (48 hours for flight segments ending outside of the 48 contiguous United States) after the end of flight sequence for day of occurrence, absent extraordinary circumstances. For example, if the event occurred at 1400 hours on Monday and a pilot completes the flight sequence for that day at 1900 hours, the report should be filed no later than 1900 hours Tuesday (1900 Wednesday for flight segments ending outside 48 contiguous United States). In order for all employees to be covered under the ASAP for any apparent noncompliance with 14 CFR resulting from an event, they must submit separate signed reports for the same event.

(2) Within 24 hours (48 hours for flight segments ending outside of the 48 contiguous United States) of having become aware of possible non-compliance with 14 CFR provided the following criteria are met: If a report is submitted later than the time period after the occurrence of an event stated in paragraph 6b(1) above, the ERC will review all available information to determine whether the pilot knew or should have known about the possible noncompliance with 14 CFR within that time period. If the ERC determines that the employee did not know or could not have known about the possible noncompliance with 14 CFR until informed of it, then the report would be included in ASAP, provided the report is submitted within 24 hours

(48 hours for flight segments ending outside of the 48 contiguous United States) of having become aware of possible noncompliance with 14 CFR, and provided that the report otherwise meets the acceptance criteria of this MOU. If the employee knew or should have known about the possible noncompliance with 14 CFR, then the report will not be included in ASAP.

c. Non-reporting employees covered under this ASAP MOU. If an ASAP report identifies another covered employee in an event involving possible noncompliance with 14 CFR and that employee had not submitted a separate report,, the ERC will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible noncompliance with 14 CFR. If the ERC determines that the employee did not know or could not have known about the apparent possible noncompliance with 14 CFR, and the original report otherwise qualifies for inclusion under ASAP, the ERC will offer the non-reporting employee the opportunity to submit his/her own ASAP report. If the non-reporting employee submits his/her own report within 24 hours of notification from the ERC, that report will be afforded the same consideration under ASAP as that accorded the report from the original reporting employee, provided all other ASAP acceptance criteria are met. However, if the non-reporting employee fails to submit his/her own report within 24 hours of notification from the ERC, the possible noncompliance with 14 CFR by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement authorities, if warranted.

d. Non-reporting employees not covered under this ASAP MOU. If an ASAP report identifies another Delta employee who is not covered under this MOU, and the report indicates that employee may have been involved in possible noncompliance with 14 CFR, the ERC will determine on a case-by-case basis whether it would be appropriate to offer that employee the opportunity to submit an ASAP report. If the ERC determines that it is appropriate, the ERC will provide that employee with information about ASAP and invite the employee to submit an ASAP report. If the employee submits an ASAP report within 24 hours of notification from the ERC, that report will be covered under ASAP, provided all other ASAP acceptance criteria are met. If the employee fails to submit an ASAP report within 24 hours of notification (48 hours if the employee is outside the 48 contiguous United States when notified) from the ERC, the possible noncompliance with 14 CFR by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement agencies, if warranted.

7. POINTS OF CONTACT. Delta's ASAP will be administered by Delta Flight Safety. The Director of Delta Flight Safety will designate one person who will serve as the ASAP manager. The ASAP manager will be responsible for program administration, and will not serve as a voting member of the ERC. The ERC will be comprised of one representative from Delta management; one representative from ALPA; and one FAA inspector assigned as the ASAP representative from the Certificate Holding District Office (CHDO) for Delta; or their designated alternates in their absence.

8. ASAP MANAGER. When the ASAP manager receives the report, he or she will record the date and time of any event described in the report and the date and time the report was submitted through the ASAP web-based reporting, telephone or fax system. The ASAP manager will enter the report, along with all supporting data, on the agenda for the next ERC meeting. Reports should be provided to all ERC members prior to the scheduled ERC meeting in accordance with guidance contained in Advisory Circular 120-66, as amended. The ERC will determine whether a report is submitted in a timely manner or whether extraordinary circumstances precluded timely submission. To confirm that a report has been received, the ASAP manager will send a dated and time-stamped written receipt via electronic mail to each employee who submits a report. The

ASAP manager will serve as the focal point for information about, and inquiries concerning the status of, ASAP reports, and for the coordination and tracking of ERC recommendations

9. EVENT REVIEW COMMITTEE (ERC). The ERC will review and analyze all reports submitted by the pilots under the program, identify actual or potential safety problems from the information contained in the reports, and propose solutions for those problems. The ERC will provide feedback to the individual who submitted the report.

a. The ASAP manager will maintain a database that continually tracks each event and the analysis of those events. The ERC will conduct a 12-month review of the ASAP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety-related events of a similar nature. That review will include recommendations for corrective action for recurring events indicative of adverse safety trends.

b. This review is in addition to any other reviews conducted by the FAA. The ERC will also be responsible for preparing a final report on the demonstration program at its conclusion. If an application for a continuing program is anticipated, the ERC will prepare and submit a report with the certificate holder's application to the FAA 60 days in advance of the termination date of the demonstration program.

10. ERC PROCESS.

a. The ERC will meet as necessary to review and analyze reports that will be listed on an agenda submitted by the ASAP manager. The ERC will determine the time and place of the meeting. The ERC will meet at least twice a month, and the frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time-critical information.

b. The ERC will make its decisions involving ASAP issues based on consensus. Under the Delta ASAP, consensus of the ERC means the voluntary agreement of all representatives of the ERC. It does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for that event in the best interest of safety. In order for this concept to work effectively, each ERC representative shall be empowered to make decisions within the context of the ERC discussions on a given report. The ERC representatives will strive to reach consensus on whether a reported event is covered under the program, how that event should be addressed, and the corrective action or any enforcement action that should be taken as a result of the report. For example, the ERC should strive to reach a consensus on the recommended corrective action to address a safety problem such as an operating deficiency or airworthiness discrepancy reported under ASAP. The corrective action process would include working the safety issue(s) with the appropriate departments at the airline and the FAA that have the expertise and responsibility for the safety area of concern. Recognizing that the FAA holds statutory authority to enforce the necessary rules and regulations, it is understood that the FAA retains all legal rights and responsibilities contained in Title 49, United States Code, and FAA Order 2150.3B. In the event there is not a consensus of the ERC on decisions concerning a report involving an apparent violation(s), a qualification issue, or medical certification or medical qualification issue, the FAA ERC representative will decide how the report should be handled. The FAA will not use the content of the ASAP report in any subsequent enforcement action, except as described in paragraph 11a(3) of this MOU.

c. It is anticipated that three types of reports will be submitted to the ERC: safety-related reports that appear to involve a possible noncompliance with 14 CFR, reports that are of a general safety concern, but do not appear to involve possible noncompliance with 14 CFR, and any other reports: e.g., involving catering and passenger ticketing issues. All safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.

d. The ERC, through the ASAP manager, will forward non-safety reports to the appropriate Delta department head for his/her information and, if possible, internal (Delta) resolution. For reports related to flight safety, including reports involving possible noncompliance with 14 CFR, the ERC will analyze the report, conduct interviews of reporting pilots, and gather additional information concerning the matter described in the report, as necessary.

e. The ERC should also make recommendations to Delta for corrective action for systemic issues. For example, such corrective action might include changes to Delta flight operations procedures, aircraft maintenance procedures, or modifications to the training curriculum for pilots. Any recommended changes that affect Delta will be forwarded through the ASAP manager to the appropriate department head for consideration and comment, and, if appropriate, implementation. The FAA will work with Delta to develop appropriate corrective action for systemic issues. The ASAP manager will track the implementation of the recommended corrective action and report on associated progress as part of the regular ERC meetings. Any recommended corrective action that is not implemented should be recorded along with the reason it was not implemented.

f. When the ERC becomes aware of an issue involving the medical qualification or medical certification of an airman, the ERC must immediately advise the appropriate Regional Flight Surgeon about the issue. The ERC will work with the Regional Flight Surgeon and the certificate holder's medical department or medical consultants to resolve any medical certification or medical qualification issues or concerns revealed in an ASAP report, or through the processing of that report. The FAA ERC member must follow the direction(s) of the Regional Flight Surgeon with respect to any medical certification or medical qualification issue(s) revealed in an ASAP report.

g. Any corrective action recommended by the ERC for a report accepted under ASAP must be completed to the satisfaction of all members of the ERC, or the ASAP report will be excluded from the program, and the event will be referred to the FAA for further action, as appropriate.

h. Use of the Delta ASAP Report: Neither the written ASAP report nor the content of the written ASAP report will be used to initiate or support any company disciplinary action, or as evidence for any purpose in an FAA enforcement action, except as provided in paragraph 11a(3) of this MOU. The FAA may conduct an independent investigation of an event disclosed in a report.

i. ASAP reports will be accepted into the program upon timely submission. If an ASAP report fails to meet the criteria for acceptance in paragraph 11(a), the ASAP report will be subsequently excluded from the program.

11. FAA ENFORCEMENT.

a. Criteria for Acceptance. The following criteria must be met in order for a report to be covered under ASAP:

(1) The employee must submit the report in accordance with the time limits specified under paragraph 6 of this MOU;

(2) Any possible noncompliance with 14 CFR disclosed in the report must be inadvertent and must not appear to involve an intentional disregard for safety; and,

(3) The reported event must not appear to involve criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to an appropriate FAA office for further handling. The FAA may use the content of such reports for any enforcement purposes and will refer such reports to law enforcement agencies, if appropriate. If upon completion of subsequent investigation it is determined that the event did not involve any of the aforementioned activities, then the report will be referred back to the ERC for a determination of acceptability under ASAP. Such referred back reports will be accepted under ASAP provided they otherwise meet the acceptance criteria contained herein.

b. Administrative and Informal Action. Notwithstanding the criteria in Chapter 5 of FAA Order 2150.3B, possible noncompliance with 14 CFR disclosed in a non sole-source ASAP report that is covered under the program and supported by sufficient evidence will be addressed with administrative or informal action (i.e., a FAA Warning Notice or FAA Letter of Correction, as appropriate for administrative action, or written or oral counseling for informal action). Sufficient evidence means evidence gathered by an investigation not caused by, or otherwise predicated on, the individual's safety-related report. There must be sufficient evidence to prove the violation, other than the individual's safety-related report. In order to be considered sufficient evidence under ASAP, the ERC must determine through consensus that the evidence (other than the individual's safety-related report) would likely have resulted in the processing of a FAA enforcement action had the individual's safety-related report not been accepted under ASAP. If the ERC determines that sufficient evidence supports a violation for an accepted non-sole-source report, the ERC may employ the Enforcement Decision Tool (EDT)-Individual matrix and associated guidance found in FAA Order 2150.3B, Appendix F, to determine, through ERC consensus under the ASAP process, whether the accepted non-sole-source ASAP report should be closed with administrative or informal action (and corrective action if appropriate). Accepted non sole-source reports for which there is not sufficient evidence will be closed with a FAA Letter of No Action.

c. Sole-Source Reports. A report is considered a sole-source report when all evidence of the event available to the FAA is discovered by or otherwise predicated on the report. Apparent violations disclosed in ASAP reports that are covered under the program and are sole-source reports will be addressed with an ERC response (no FAA action required). It is possible to have more than one sole-source report for the same event.

d. Reports Involving Qualification Issues. Delta ASAP reports covered under the program that demonstrate a lack, or raise a question of a lack, of qualification of a certificate holder employee will be addressed with corrective action, if such action is appropriate and recommended by the ERC. If an employee fails to complete the corrective action in a manner satisfactory to all members of the ERC, then his/her report will be excluded from ASAP. In these cases, the ASAP event will be referred to an appropriate office within the FAA for any additional investigation and reexamination and/or enforcement action, as appropriate.

e. Excluded from ASAP. Reported events involving possible noncompliance with 14 CFR that are excluded from ASAP will be referred by the FAA ERC member to an appropriate office within the FAA for any additional investigation and re-examination and/or enforcement action, as appropriate.

f. Corrective Action. Employees initially covered under an ASAP will be excluded from the program and not entitled to the enforcement-related incentive if they fail to complete the recommended corrective action in a manner satisfactory to all members of the ERC. Failure of an employee to complete the ERC recommended corrective action in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter for appropriate action.

g. Repeated Instances of Noncompliance with 14 CFR. Reports involving the same or similar possible noncompliance with the Regulations that were previously addressed with administrative or informal action under ASAP will be accepted into the program, provided they otherwise satisfy the acceptance criteria in paragraph 6 above. The ERC will consider on a case-by-case basis the corrective action that is appropriate for such reports.

h. Closed Cases. A closed ASAP case including a related enforcement investigative report involving a violation addressed with the enforcement-related incentive, or for which no action has been taken, may be reopened and appropriate enforcement action taken if evidence later is discovered that establishes that the violation should have been excluded from the program.

12. EMPLOYEE FEEDBACK Data and information derived from ASAP will be regularly made available by the ASAP manager to pilots through various means. This may include: initial, distributed and recurrent training; ALPA and Delta magazine articles; In-Command; the Flight Operations website; internal e-mail and pilot bulletins. Specific event reviews will not include employee names or other identifying data. Any employee who submitted a report may also contact the ASAP manager to inquire about the status of his/her report. In addition, each employee who submits a report accepted under ASAP will receive individual feedback on the final disposition of the report.

13. INFORMATION AND TRAINING. The details of the ASAP will be made available to all pilots and their supervisors by publication in the Delta Flight Operations Manual. Each Delta pilot and manager will receive written guidance outlining the details of the program at least two (2) weeks before the program begins. Each pilot will also receive additional instruction concerning the program during the next regularly scheduled recurrent training session, and on a continuing basis in recurrent training thereafter. All new-hire pilot employees will receive training on the program during initial training.

14. REVISION CONTROL. Revisions to this MOU shall be documented using standard revision control methodology.

15. RECORDKEEPING. All documents and records regarding this program will be kept by the Delta ASAP manager and made available to the other parties of this agreement at their request. All records and documents relating to this program will be appropriately kept in a manner that ensures compliance with 14 CFR and all applicable law (including the Pilot Records Improvement Act). ALPA and the FAA will maintain whatever records they deem necessary to meet their needs.

16. SIGNATORIES. All parties to this ASAP are entering into this agreement voluntarily.

Captain Donald Lee Moak
Delta MEC Chairman,
Air Line Pilots Association, International

Date

Kenneth Hylander
Senior Vice President
Corporate Safety, Security & Compliance
Delta Air Lines

Date

Thomas Stachiw
Manager Delta CMO

Date

MEMORANDUM OF UNDERSTANDING

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

JFK-BOG OVERNIGHT OPERATIONS

This Memorandum of Understanding is made and entered into under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (the “Company”) and the Air Line Pilots Association, International (the “Association”).

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective October 30, 2008, and

WHEREAS the Company intends to schedule overnight flights between JFK-BOG; and

WHEREAS Bogota’s El Nuevo Dorado International Airport is considered a Special Airport Qualification (SAQ) airport due to the surrounding mountainous terrain; and

WHEREAS the Company desires to add an additional First Officer to this overnight pairing in order to further enhance flight safety.

NOW THEREFORE, it is mutually agreed:

1. “Overnight JFK-BOG flight” means any flight segment between JFK and BOG that is scheduled to depart JFK on or after 2000E and prior to 0459E.
2. Effective January 18, 2010, overnight JFK-BOG flights will:
 - a. be scheduled and operated with an additional First Officer,
 - b. not contain any other scheduled flight segments within the same duty period,
 - c. operate under all applicable two-pilot, non-trans-oceanic maximum scheduled duty time and hours of service limits under **Section 12 D. 1.** (table), and
 - d. operate only on aircraft equipped with a pilot relief seat under **Section 16 C. 2.**
3. For purposes of crew duties and rotation construction, the additional First Officer will be considered a relief pilot.

MOU #4 – JFK-BOG Overnight Operations

4. Overnight JFK-BOG flights shall not be construed to be operating with an augmented crew.

This Memorandum of Understanding (MOU) will become effective on January __, 2010 and will remain in effect concurrent with the PWA. Notwithstanding the foregoing, the provisions of this MOU may be terminated by either party by providing written notification to the other party at least 60 days in advance.

MEMORANDUM OF UNDERSTANDING

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

CARRYOUT ROTATIONS AND PRE-TRAINING PERIOD TESTS

This Memorandum of Understanding is made and entered into under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (the “Company”) and the Air Line Pilots Association, International (the “Association”).

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective October 30, 2008, and

WHEREAS the parties desire to allow a pilot to drop or swap out of a rotation that is scheduled to begin in one bid period and end in another prior to the close of line bidding for the second bid period on a temporary (test) basis, and

WHEREAS the parties desire to allow a pilot who is scheduled for qualification training to be awarded two days free of duty immediately prior to such training on a temporary (test) basis.

NOW THEREFORE, it is mutually agreed:

1.

Carryout Rotations

For purposes of a rotation that is scheduled to begin in one bid period and end in another, prior to the close of line bidding for the second bid period and on a temporary (test) basis, a day(s) within such second bid period will be deemed to have sufficient reserve availability under **Section 23 H. 5. a.** and **I. 7. and 8.**, provided that such day(s) does not fall within an APD holiday period as described in **Section 23 I. 8. a. Exception.** Throughout this test, the stack limitations in

Paragraph C. 2. b. of **MOU #2** may be exceeded to the extent necessary to accommodate open time resulting from pilot awards under **Section 23 H.** or **I.**

This test will commence with the March bid period and continue through the August bid period. Upon completion of the test period, should both parties agree that the results of the test indicate that such change has no negative impact on operational reliability, the parties intend to enter into a Letter of Agreement to address any further issues or concerns and incorporate such change into the PWA.

2. Pre-Training Period

On a temporary (test) basis, a pilot will be afforded the option of designating two days free of duty immediately prior to the commencement of his initial qualification training or the travel to such training, provided he requests such days no later than 0800E on the 5th day of the month prior to the bid period that contains the earliest of such designated days. Such designated days will not be paid and credited as training days or have a value for line construction purposes. For a reserve pilot, such designated days will constitute two of the X-days allotted to his line under **Section 12 N. 7.**

When feasible, the Company will provide a pilot the ability to request such days free of duty in DBMS in his Advance Entitlement/Displacement preferences.

This test will commence with the October 2011 bid period and continue through the September 2012 bid period. Should either party identify a negative operational or training impact during the test period, the parties agree to suspend the test as soon as is feasible and to meet and confer to resolve such negative impact.

Upon agreement between the parties, the test period may be extended. Upon completion of the test period, the parties agree to meet and confer to discuss the continuation of the Pre-Training Period program.

3. Duration

This MOU will become effective on its date of signing and will remain in effect concurrent with the PWA.

MEMORANDUM OF UNDERSTANDING

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

SCHEDULING OF KNOWN FULL TIME ASSOCIATION BUSINESS

This Memorandum of Understanding is made and entered into under the provisions of the Railway Labor Act, as amended, by and between Delta Air Lines, Inc. (the "Company") and the Air Line Pilots Association, International (the "Association").

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company's pilots ("Pilot Working Agreement" or "PWA"), effective October 30, 2008, and

WHEREAS the Scheduling Optimization Team recommended the creation of a process to schedule certain known full time Association business prior to initial line awards, and

WHEREAS the Company and the Association agree to implement the scheduling of such known full time Association business on a temporary (test) basis.

NOW, THEREFORE, it is mutually agreed:

1.

Test Period

- A. On a temporary (test) basis, a pilot may be scheduled for known full time Association business prior to initial line awards under the provisions of this MOU.
- B. Such test will begin with the February 2012 bid period and continue through the July 2012 bid period. Throughout the period of the test:
 - 1) the parties may alter the process described in this MOU by mutual consent as needed, and
 - 2) either party may terminate the test with 30 days notice.

MOU #6 – Scheduling Of Known Full Time Association Business

- C. The test period may be extended beyond the July 2012 bid period by mutual consent.
- D. Upon completion of the test period, should both parties agree that the new process meets the needs of both parties, the parties agree to meet to discuss implementation of a permanent process by which to schedule known Association business.

2. Scheduling

Prior to the opening of line bidding for a bid period, the Association will provide Crew Scheduling the known full time Association business in such bid period for which it desires a pilot to be scheduled, along with the values associated with such absences consistent with current practices.

3. Pay for Known Full Time Association Business

A pilot who is scheduled for known full time Association business will receive pay and credit for the value of such Association business as determined under paragraph 2.

4. Miscellaneous

A day of scheduled known full time Association business will not be subject to reimbursement under *Section 24 J. 5.*

This MOU will become effective on its date of signing and will remain in effect concurrent with the PWA.

MEMORANDUM OF UNDERSTANDING

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

ADDITIONAL REST SEAT ON B767-400 & A330-300 DURING TOE

This Memorandum of Understanding is made and entered into under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (the “Company”) and the Air Line Pilots Association, International (the “Association”).

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective October 30, 2008, and

WHEREAS FAR 121.434 requires that if a pilot is undergoing TOE on an aircraft on which he is not qualified, he may occupy a control seat only when an LCP is occupying the other control seat, and

WHEREAS such requirement results in a crew complement of four pilots on a small number of B767-400 and A330-300 flight segments on which TOE is conducted.

NOW THEREFORE, it is mutually agreed:

1. A Business Elite seat will be provided for additional flight crew member rest use on B767-400 and A330-300 flight segments on which TOE is conducted and on which the pilot undergoing TOE is not qualified on the aircraft.
 - a. On the 767-400 aircraft, the Business Elite seat will be 9D.
 - b. On the A330-300 aircraft not equipped with Lie-Flat seats, the Business Elite seat will be 6C.

Note: For A330-300 aircraft equipped with Lie-Flat seats, the parties will identify an appropriate Business Elite Lie-Flat seat to be provided for flight crew use under this MOU.

MOU #7 – Additional Rest Seat On B767-400 & A330-300 During Toe

2. Such Business Elite seats will be the last seat sold in the Business Elite cabin. In the event such seat is required and has been sold, the passenger will be re-accommodated and the seat made available for crew use.
3. Such Business Elite seats will not be outfitted with a privacy curtain.

This MOU will become effective on March 1, 2012 and will remain in effect concurrent with the PWA.

MEMORANDUM OF UNDERSTANDING

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

AUTOMATED RUN TIME TESTING

This Memorandum of Understanding is made and entered into under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (the “Company”) and the Air Line Pilots Association, International (the “Association”).

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective October 30, 2008, and

WHEREAS the Training Optimization Team (TOT) recommended that the parties jointly develop an automated method of determining run times during the development of Quarterly CQ (QCQ), and

WHEREAS the Company and the Association desire to implement such a program on a temporary (test) basis.

NOW THEREFORE, it is mutually agreed:

**1.
Definitions**

- A. “Adjustable run time values” means values of elements (e.g., graphics, reading rates, and keystrokes) that are assigned specific time values to be used by the automated run time testing program.
- B. “Automated run time testing program” (Crawler) means a computer program which counts and converts significant elements of QCQ training content structure to time values according to the schedule in the Automated Run Time Testing Design Document attached to this MOU,

MOU #8 – Automated Run Time Testing

as amended by the parties.

- C. “Quarterly continuing qualification training” (QCQ) means distributed training that is completed quarterly to maintain position qualification under the Company’s advanced qualification program (AQP).

2.

Automated Run Time Team (ARTT)

- A. The ARTT will be comprised of two members appointed by the Company and two members appointed by the Association. The Association will not be liable for flight pay and benefit override reimbursement to the Company under *Section 24 J. 3.* for Association-appointed members of the ARTT.
- B. The ARTT will be responsible for the oversight and administration of automated run time testing for QCQ.
- C. At least two weeks prior to the duplication and distribution of a QCQ product, the ARTT will meet to:
 - 1. Review QCQ data from the previous quarter and resolve any issues.
 - 2. Review automated run time test results for the upcoming QCQ product.
 - 3. Review future QCQ content under development.
 - 4. Review any other topics deemed appropriate by the Company and the Association.
 - 5. Agree upon run time determination of any QCQ content that has not been previously programmed into the Crawler.
 - 6. Agree upon values for any new elements or content that have not previously been assigned a value.
- D. Any new element or training content not currently used or programmed will be provided to Association for review at least two quarters prior to being introduced.
- E. Any changes to current run time values (including values for new elements) or course structure will require the consent of the ARTT.

3.

QCQ Run Time Determination and Validation

- A. On a temporary (test) basis, run times for QCQ will be determined by the Crawler.
- B. During the first quarter of 2013, five current and qualified pilots, all from one fleet, who are mutually acceptable to the Company and the MEC Training Committee Chairman will each be timed as they complete the material of that QCQ. After discarding the high and the low completion times, the remaining three completion times will be averaged to determine the pilot run time. Such pilot run time will be used to validate run times produced by the

MOU #8 – Automated Run Time Testing

Crawler. The ARTT will consider the difference, if any, between the pilot run time and the run time produced by the Crawler to make any needed changes to the adjustable run time values used by the Crawler.

- C. If either the Company or the Association members of the ARTT have a reasonable basis to believe that run times for any QCQ curriculum are inaccurate, such run times will be validated, under the process in paragraph 4. B. of this MOU, by five pilots who are mutually acceptable to the Company and the MEC Training Committee Chairman and who are current and qualified on the applicable aircraft.

4.

Dispute Resolution Process

In the event an agreement cannot be reached by the ARTT on run time values for new elements or a change in course structure, such values will be determined under the following process:

- A. Applicable run times will be established by five pilots who are mutually acceptable to the Company and the Association.
- B. Each pilot will be timed as he completes the disputed QCQ material and, after discarding the high and the low completion time, the remaining three completion times will be averaged to determine the run time.

5.

Duration

This test of the new Automated Run Time Program will commence with the third quarter of 2012 and continue through the second quarter of 2013. Upon completion of the test period, should both parties agree that the results of the test are acceptable, the parties agree to execute a Letter of Agreement to incorporate such new Automated Run Time Program into the PWA.

This MOU will become effective on May 14, 2012 and will remain in effect concurrent with the PWA.