

Agreement

Between

DELTA AIR LINES, INC.

And

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

As Represented by the

AIR LINES PILOTS ASSOCIATION,
INTERNATIONAL

Date of signing	June 1, 2006
General Effective Date	June 1, 2006
Duration	June 1, 2006 – December 31, 2009

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1 SECTION 1

2
3 SCOPE

4
5 A. Recognition

- 6
7 1. The Air Line Pilots Association, International, has furnished the Company proof that a
8 majority of the airline pilots employed by the Company have designated the Association
9 to represent them, and in their behalf negotiate and conclude a PWA with the Company
10 as to rates of pay, rules and working conditions covering the pilots in the employ of the
11 Company in accordance with the provisions of the Railway Labor Act, as amended.
12 2. Nothing in this PWA will be construed to limit or deny any pilot hereunder any rights or
13 privileges to which he may be entitled under the provisions of the Railway Labor Act, as
14 amended.
15

16 B. Definitions

- 17
18 1. "Affiliate" means:
19 a. any subsidiary, parent or division of the Company,
20 b. any other subsidiary, parent or division of either a parent or a subsidiary of the
21 Company, or
22 c. any entity that controls the Company or is controlled by the Company whether
23 directly or indirectly through the control of other entities.
24 2. "Alaska" means Alaska Airlines, Inc.
25 3. "Alaska hub" means SEA, ANC, LAX and any other airport having a monthly average of
26 at least 100 Alaska scheduled flight departures per day.
27 4. "Alaska marketing agreement" means the document titled "Marketing Agreement"
28 signed on March 1, 2004 by Delta, Alaska and Horizon Air Industries, Inc., as from time
29 to time amended.
30 5. "AS" means Alaska Airlines, Inc. and any carrier to the extent of its category B
31 operations using the AS code.
32 6. "Category A operation" means the operation of a flight segment by a Delta Connection
33 Carrier:
34 a. that is an affiliate, or
35 b. using the DL code under an agreement with Delta that is not a prorate agreement.
36 7. "Category B operation" means the operation of a flight segment by a domestic air carrier:
37 a. that:
38 1) controls Northwest, Continental, or Alaska, or
39 2) is controlled by Northwest, Continental, or Alaska whether directly or indirectly
40 through the control of other entities, or
41 3) is under common control with Northwest, Continental, or Alaska, or
42 4) operates such flight segment under any of the NW, CO, or AS code(s) under an
43 agreement with Northwest, Continental, or Alaska respectively, other than a
44 prorate agreement,
45 and,
46

Section 1 - Scope

- 1 b. that only operates:
 - 2 1) aircraft that:
 - 3 a) are certificated for operation in the United States for 70 or fewer passenger
 - 4 seats, and
 - 5 b) have a maximum certificated gross takeoff weight in the United States of
 - 6 85,000 or fewer pounds; and/or
 - 7 2) AVRO-85 aircraft (under the terms and conditions of Section 1. of the Northwest
 - 8 Pilot Working Agreement), or
 - 9 3) Bombardier Q-400 aircraft (under the terms and conditions of the Alaska Pilot
 - 10 Working Agreement).
- 11 8. "Category C operation" means the operation of a flight segment (other than a category B
- 12 operation) by a Delta Connection Carrier under the DL code pursuant to a prorate
- 13 agreement with Delta.
- 14 9. "Circumstance over which the Company does not have control," for the purposes of
- 15 **Section 1**, means a circumstance that includes, but is not limited to, a natural disaster;
- 16 labor dispute; grounding of a substantial number of the Company's aircraft by a
- 17 government agency; reduction in flying operations because of a decrease in available fuel
- 18 supply or other critical materials due to either governmental action or commercial
- 19 suppliers being unable to provide sufficient fuel or other critical materials for the
- 20 Company's operations; revocation of the Company's operating certificate(s); war
- 21 emergency; owner's delay in delivery of aircraft scheduled for delivery; manufacturer's
- 22 delay in delivery of new aircraft scheduled for delivery. The term "circumstance over
- 23 which the Company does not have control" will not include the price of fuel or other
- 24 supplies, the price of aircraft, the state of the economy, the financial state of the
- 25 Company, or the relative profitability or unprofitability of the Company's then-current
- 26 operations.
- 27 10. "CO" means Continental and any carrier to the extent of its category B operations using
- 28 the CO code.
- 29 11. "Code" means the unique two character designator code assigned to an airline by the
- 30 International Air Transport Association (IATA). If IATA assigns or has assigned more
- 31 than one designator code for use by Delta, Northwest, Continental, or Alaska or by a
- 32 subsidiary of Delta, Northwest, Continental, or Alaska then such additional designator
- 33 code(s) will be included within the DL code, NW code, CO code or AS code,
- 34 respectively.
- 35 12. "Company" means Delta Air Lines, Inc.
- 36 13. "Company flying" means all flying reserved under **Section 1 C**. for performance by
- 37 pilots.
- 38 14. "Continental" means Continental Airlines, Inc. (and Continental Micronesia, Inc. to the
- 39 extent that Continental Micronesia, Inc. operates pursuant to the collective bargaining
- 40 agreement between Continental Airlines, Inc. and the Association).
- 41 15. "Continental hub" means IAH, EWR, CLE and any other airport having a monthly
- 42 average of at least 100 Continental scheduled flight departures per day.

Section 1 - Scope

- 1 16. “Control” for the purposes of **Section 1**, will exist by entity A over entity B, only if A,
2 whether directly or indirectly through the control of other entities:
3 a. owns securities that constitute and/or are exchangeable into, exercisable for or
4 convertible into more than:
5 1) 30 percent (49 percent with respect to the Company’s interest in a foreign air
6 carrier) of B’s outstanding common stock, or if stock in addition to common stock
7 has voting power, then
8 2) 30 percent (49 percent with respect to the Company’s interest in a foreign air
9 carrier) of the voting power of all outstanding securities of B entitled to vote
10 generally for the election of members of B’s Board of Directors or similar
11 governing body, or
12 b. has the power or right to manage or direct the management of all or substantially all
13 of B’s air carrier operations, or
14 c. has the power or right to designate or provide all or substantially all of B’s officers, or
15 d. has the power or right to provide a majority of the following management services for
16 B: capacity planning, financial planning, strategic planning, market planning,
17 marketing and sales, technical operations, flight operations, and human resources
18 activities, or
19 e. has the power or right to appoint or elect or prevent the appointment or election of a
20 majority of B’s Board of Directors, or other governing body having substantially the
21 powers and duties of a Board of Directors, or
22 f. has the power or right to appoint or elect or to prevent the appointment or election of
23 a minority of B’s Board of Directors or similar governing body, but only if such
24 minority has the power or right to appoint or remove B’s Chief Executive Officer, or
25 President, or Chief Operating Officer, or the majority membership of the Executive
26 Committee or similar committee on B’s Board of Directors, or the majority
27 membership of at least one-half of B’s Board committees.
- 28 17. “Delta” means the Company.
- 29 18. “Delta Connection Carrier” means a domestic air carrier that conducts flying under
30 **Section 1 D**.
- 31 19. “Delta Connection flying” means flying conducted by a Delta Connection Carrier for the
32 Company.
- 33 20. “Delta hub” means ATL, CVG, SLC and any other airport having a monthly average of
34 at least 100 Delta scheduled flight departures per day.
- 35 21. “DL” means:
36 a. Delta,
37 b. its affiliates, and
38 c. any other carrier to the extent of its category A operations of flight segments using
39 the DL code.
- 40 22. “Domestic air carrier” means an air carrier as defined in 49 U.S.C. Section 40102(a)(2).
- 41 23. “Entity” means a natural person, corporation, association, partnership, trust or any other
42 form for conducting business, and any combination or concert of any of the foregoing.
- 43 24. “Flight segment”, for the purposes of **Section 1**, means the operation of an aircraft with
44 one takeoff and one landing.
- 45 25. “Foreign air carrier” means an air carrier other than a domestic air carrier.

Section 1 - Scope

- 1 26. "Fragmentation transaction" means a transaction (other than a successor transaction) in
2 which the Company or an affiliate (other than an affiliate performing flying only on
3 permitted aircraft types):
4 a. disposes of aircraft, route authority or slots (net of aircraft, route authority or slots
5 acquired within the 12 month period preceding such transaction or acquired in a
6 related transaction), which produced 20% or more of the operating revenue, block
7 hours or available seat miles of the Company (excluding revenue, block hours or
8 available seat miles of affiliates performing flying only on permitted aircraft types)
9 during the 12 months immediately prior to the date of the agreement resulting in the
10 fragmentation transaction, or
11 b. disposes of the Song trade name, logo or trademark together with one-half or more of
12 the aircraft then allocated to the Song operation.
- 13 27. "Hub to hub" means a flight segment between a Delta hub and either a Northwest,
14 Continental or Alaska hub.
- 15 28. "Hub to hub baseline ratio"
16 a. "CO hub to hub baseline ratio" means the ratio of X divided by Y where:
17 1) X is the aggregate number of DL flight segments scheduled to operate between
18 Delta hubs and Continental hubs during 2002, and
19 2) Y is the aggregate number of flight segments scheduled to operate under the CO
20 code between Delta hubs and Continental hubs during 2002.
21 b. "Continental hub to hub baseline ratio" means the ratio of X divided by Y where:
22 1) X is the aggregate number of Delta flight segments scheduled to operate between
23 Delta hubs and Continental hubs during 2002, and
24 2) Y is the aggregate number of Continental flight segments scheduled to operate
25 between Delta hubs and Continental hubs during 2002.
26 c. "NW hub to hub baseline ratio" means the ratio of X divided by Y where:
27 1) X is the aggregate number of DL flight segments scheduled to operate between
28 Delta hubs and Northwest hubs during 2002, and
29 2) Y is the aggregate number of flight segments scheduled to operate under the NW
30 code between Delta hubs and Northwest hubs during 2002.
31 d. "Northwest hub to hub baseline ratio" means the ratio of X divided by Y where:
32 1) X is the aggregate number of Delta flight segments scheduled to operate between
33 Delta hubs and Northwest hubs during 2002, and
34 2) Y is the aggregate number of Northwest flight segments scheduled to operate
35 between Delta hubs and Northwest hubs during 2002.
36 e. "AS hub to hub baseline ratio" means the ratio of X divided by Y where:
37 1) X is the aggregate number of DL flight segments scheduled to operate between
38 Delta hubs and Alaska hubs (calculated under *Section 1 O. 9. b. 1*), and
39 2) Y is the aggregate number of flight segments scheduled to operate under the AS
40 code between Delta hubs and Alaska hubs (calculated under *Section 1 O. 9. b. 1*),
41 Note: The AS hub to hub baseline ratio may not exceed 4.0.
42 f. "Alaska hub to hub baseline ratio" means the ratio of X divided by Y where:
43 1) X is the aggregate number of Delta flight segments scheduled to operate between
44 Delta hubs and Alaska hubs (calculated under *Section 1 O. 9. b. 1*), and
45

Section 1 - Scope

- 1 2) Y is the aggregate number of Alaska flight segments scheduled to operate
2 between Delta hubs and Alaska hubs (calculated under *Section 1 O. 9. b. 1*).
3 Note: The Alaska hub to hub baseline ratio may not exceed 4.0.
- 4 29. “Industry standard interline agreement” means an agreement or other arrangement
5 between or among two or more carriers, such as the International Air Transport
6 Association’s “multilateral interline traffic agreements”, or an “interline ticket and
7 baggage agreement”, establishing rights and obligations relating to the acceptance and
8 accommodation of interline passengers and shipments.
- 9 30. “International operation” means a flight segment to or from an airport, or between
10 airports, located outside the contiguous 48 states of the United States.
11 Exception: A flight segment to or from an airport located in Canada or Alaska will not
12 be considered an international operation.
- 13 31. “International partner flying” means flying performed by any foreign air carrier (which is
14 not an affiliate):
15 a. under or utilizing a designator code, trade name, brand, logo, trademarks, service
16 marks, aircraft livery or aircraft paint scheme currently or in the future utilized by the
17 Company or any affiliate, and/or
18 b. on aircraft on which the Company or any affiliate has purchased or reserved blocked
19 space or blocked seats for sale or resale to customers of the Company or any affiliate.
- 20 32. “Mainland United States”, for the purposes of *Section 1*, means the contiguous 48 states
21 of the United States.
- 22 33. “Material change” means an amendment to the Northwest/Continental marketing
23 agreement or the Alaska marketing agreement that:
24 a. affects the codeshare or prorate terms or conditions of the Northwest/Continental
25 marketing agreement or the Alaska marketing agreement, and,
26 b. has or would have an adverse material economic impact on:
27 1) the structure or benefits of the Northwest/Continental marketing agreement or the
28 Alaska marketing agreement to Delta, or
29 2) a substantial number of the Delta pilots.
- 30 34. “Month”, for the purposes of *Section 1*, means calendar month.
- 31 35. “Northwest” means Northwest Airlines, Inc.
- 32 36. “Northwest/Continental marketing agreement” means the document titled “Marketing
33 Agreement” signed on August 22, 2002 by Delta, Northwest and Continental, as from
34 time to time amended.
- 35 37. “Northwest hub” means MSP, DTW, MEM and any other airport having a monthly
36 average of at least 100 Northwest scheduled flight departures per day.
- 37 38. “NW” means Northwest and any carrier to the extent of its category B operations using
38 the NW code.
- 39 39. “Parent” means any entity that controls another entity.
- 40 40. “Permitted aircraft type” means:
41 a. a propeller-driven aircraft configured with 70 or fewer passenger seats and with a
42 maximum certificated gross takeoff weight in the United States of 70,000 or fewer
43 pounds, and
44 b. a jet aircraft certificated for operation in the United States for 50 or fewer passenger
45 seats and with a maximum certificated gross takeoff weight in the United States of
46 65,000 or fewer pounds, and

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- 1 c. one of up to 200 jet aircraft configured with 51-70 passenger seats and certificated in
2 the United States with a maximum gross takeoff weight of 86,000 pounds or less
3 (“70-seat jets”), and
- 4 d. beginning January 1, 2007, one of up to the number specified in the chart in
5 **Section 1 B. 40. d.** jet aircraft configured with 71-76 passenger seats and certificated
6 in the United States with a maximum gross takeoff weight of 86,000 pounds or less
7 (“76-seat jets”). The number of 76-seat jets may be increased above the number
8 specified in the chart in **Section 1 B. 40. d.** by three 76-seat jets for each aircraft
9 above the number of aircraft in the fleet operated by the Company (in service,
10 undergoing maintenance and operational spares) as of January 1, 2007. The number
11 and type of aircraft in the fleet on January 1, 2007 will be provided to the Association
12 in writing no later than January 15, 2007. Such a report will also be provided to the
13 Association at the scheduled quarterly financial update. The number of 70-seat jets
14 plus 76-seat jets permitted by **Section 1 B. 40.** may not exceed 200. Once the number
15 of permitted 76-seat jets is established, it will not be reduced except as provided in
16 the **Section 1 B. 40. d. Note.**
17

<i>Year</i>	<i>Permitted 76-seat Jets</i>
<i>2007</i>	<i>15</i>
<i>2008 and beyond</i>	<i>30</i>

- 18
- 19 Note: If a pilot on the seniority list as of June 1, 2006 (*i.e.*, Troy Kane and above) is
20 placed on furlough after April 13, 2006, the Company will convert all 76-seat jets for
21 operation as 70-seat jets.
- 22 e. A carrier that operates any of the 70- or 76-seat jets not being operated as of
23 November 1, 2004, may do so only if that carrier and the Company have agreed to
24 terms for a preferential hiring process for pilots furloughed by the Company (*i.e.*, a
25 pilot furloughed by the Company will be given preferential hiring at a Delta
26 Connection Carrier if he completes all new hire paper work, meets all new hire
27 airman and medical qualifications, satisfies background checks and successfully
28 completes an interview). The Company will offer preferential interviews for
29 employment to airmen employed by a Delta Connection Carrier that offers
30 preferential hiring to furloughed pilots under **Section 1 B. 40. e.**, subject to the
31 Company’s objectives for diversity and experience among newly hired pilots. A pilot
32 hired by a Delta Connection Carrier operating any of the 70- or 76-seat jets not being
33 operated as of November 1, 2004 will not be required to resign his Delta seniority
34 number in order to be hired by such carrier.
- 35 41. “Pilot Working Agreement” or “PWA” means the basic collective bargaining agreement
36 between Delta Air Lines, Inc. and the air line pilots in the service of Delta Air Lines, Inc.
37 as represented by the Air Line Pilots Association International, together with all effective
38 amendments, supplemental agreements, letters of agreement, and letters of understanding
39 between the Company and the Association.
- 40 42. “Profit/loss sharing agreement” means an agreement or arrangement (other than an
41 industry standard interline agreement) that provides for the sharing of profits or losses
42 between or among the Company or an affiliate and another carrier or other carriers in
43 connection with the Company’s and other carrier or carriers’ carriage of passengers. The

Section 1 - Scope

1 arrangement between the Company and any affiliate Delta Connection Carriers is not a
2 profit/loss sharing agreement.

3 43. "Prorate Agreement" means an agreement between the Company and another carrier for
4 the proration of interline revenue between them, under a standard interline prorate
5 formula, and in a manner that provides no economic benefit to the Company other than
6 from the carriage of passengers by the Company. The term "economic benefit" does not
7 include the reimbursement of distribution costs or industry standard interline service
8 charges.

9 44. "Scheduled block hour" means an hour of scheduled block time.

10 45. "Song" means the low fare subsidiary operation, announced by the Company on or about
11 January 8, 2003, and intended to operate in competition with low cost carriers.

12 46. "Subsidiary" means any entity that is controlled by another entity.

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

15 16 C. Scope

17
18 Except as provided in *Sections 1 D., E., N. and O.*:

19 1. All flying performed by or for the Company or any affiliate will be performed by pilots in
20 accordance with the terms and conditions of this PWA.

21 2. *Section 1 C. 1.* includes without limitation all passenger flying, cargo flying, freight
22 flying, positioning flights and ferry flights (scheduled and non-scheduled, revenue and
23 non-revenue) and non-scheduled flights as defined in *Section 2* of this PWA:

24 a. performed by or for the Company or any affiliate on aircraft owned, leased or
25 operated by the Company or any affiliate;

26 b. performed on aircraft under the operational control of the Company or any affiliate
27 (excluding advisory flight planning and following services provided by the Company
28 on a fee for service basis to other air carriers);

29 c. performed for the Company or any affiliate by any affiliate or other air carrier;

30 d. performed by any air carrier under or utilizing a designator code, trade name, brand,
31 logo, trademarks, service marks, aircraft livery or aircraft paint scheme currently or in
32 the future utilized by the Company or any affiliate, or performed on aircraft on which
33 the Company or any affiliate has purchased or reserved blocked space or blocked
34 seats for sale or resale to customers of the Company or any affiliate;

35 e. performed by Delta pilots for any other air carrier.

36 3. There will be no contracting or subcontracting of any Company flying to any other air
37 carrier or performance of Company flying by pilots of any other air carrier without the
38 prior written consent of the Delta MEC.

39 4. Nothing in *Section 1 C.* will be interpreted to cover flying performed by an air carrier
40 other than the Company or an affiliate, merely because of its participation in industry
41 standard interline agreements.

42 5. Nothing in *Section 1 C.* will be interpreted to cover flying performed by an air carrier
43 other than the Company or any affiliate, merely because of its participation in the
44 Company's or any affiliate's frequent flyer miles program under which passengers of
45 such other carrier by frequent travel on board the aircraft of that carrier, may earn travel
46 or other awards.

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- 1 6. Neither the Company nor any affiliate will establish or maintain a pilot base at any point
2 outside the United States unless all Company flying to and from such base is conducted
3 by pilots who continue at all times to be covered in all respects by this PWA and the
4 Railway Labor Act. Bidding and staffing for such base will be governed by the PWA
5 without regard to visa or immigration requirements.
- 6 7. The Company and its affiliates will not train, or contract for training of, persons other
7 than Delta pilots to perform Company flying.
- 8 8. The Delta name will be prominently displayed on all Company aircraft performing
9 Company flying.

10 Exception: This requirement will not apply to aircraft operated in the Song operation,
11 provided that:

- 12 a. the following statement is affixed to the exterior of each aircraft operated in the Song
13 operation adjacent to the door (2L) normally used to board passengers on such
14 aircraft: "Operated by Delta Air Lines, Inc.", and
- 15 b. such statement is in letters that are:
 - 16 1) at least one and one third inches in height, and
 - 17 2) located:
 - 18 a) between the door and the first window aft of the door, and
 - 19 b) above the mid-point of the door,

20 and

- 21 c. the Delta "widget" in black, at least one and one third inches high and one and three
22 quarters inches wide, is displayed at the same location.

23 Note: The relationship of the words described in *Section 1 C. 8. a.* and *b.*, and the
24 "widget", as described in paragraph *Section 1 C. 8. c.*, will be as depicted in Delta Air
25 Lines Engineering Order 06-086575-03 and Drawing Order 11-0764 as of June 3,
26 2003.

27
28 D. Permitted Arrangement with Respect to Category A and C Operations
29

- 30 1. *Section 1 C.* will not apply to category A or C operations on any permitted aircraft type.
31 Exception: If a permitted aircraft type meets the certificated passenger seat requirement
32 of *Section 1 B. 40. b.* when first placed into service by a Delta Connection Carrier but is
33 subsequently certificated for operation in the United States with a maximum passenger
34 seating capacity in excess of 50 passenger seats, this permitted aircraft type may continue
35 to be operated by Delta Connection Carriers as long as all Delta Connection Carriers
36 operate such permitted aircraft type with no more than 50 passenger seats and with a
37 maximum certificated gross takeoff weight in the United States of 65,000 or fewer
38 pounds at all times.
- 39 2. If a domestic air carrier operates both permitted aircraft types and aircraft other than
40 permitted aircraft types, the exemption for that domestic air carrier provided by
41 *Section 1 D. 1.* will not apply unless:
 - 42 a. the flying on aircraft other than permitted aircraft types is not performed for the
43 Company within the meaning of *Section 1 C.*, and
 - 44 b. there is no reduction in the level of the Company's then existing system scheduled
45 aircraft block hours of flying as the result of the performance of such flying on other
46 than a permitted aircraft type, and

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- 1 c. the aircraft other than a permitted aircraft type, is either a jet aircraft certificated for
2 operation in the United States for 106 or fewer passenger seats and configured with 97
3 or fewer passenger seats (provided that any jet aircraft configured with between 71
4 and 97 passenger seats is not flown for the Company or any affiliate and is not flown
5 on a city pair that is served by the Company or an affiliate) or a propeller driven
6 aircraft configured with 72 or fewer passenger seats, and is operated on its own behalf
7 or pursuant to agreement with an air carrier(s) other than the Company or an affiliate.
8 Exception: If a carrier that performs category A or category C operations acquires an
9 aircraft that would cause the Company to no longer be in compliance with the
10 provisions of **Section 1 D. 2. c.**, the Company will terminate such operations on the
11 date that is the later of the date such aircraft is placed in revenue service, or nine
12 months from the date that the Company first became aware of the potential
13 acquisition.
- 14 3. **Section 1 C.** will not apply to flying performed by any affiliate on permitted aircraft
15 types.
- 16 4. At least 85% of all category A and category C operations each month will be under 900
17 statute miles.
- 18 5. At least 90% of all category A and category C operations each month will operate to or
19 from Delta hubs, defined for this purpose as being Atlanta, Boston, Cincinnati,
20 Washington, D.C. (DCA and IAD), Orlando, Los Angeles, Salt Lake City, New York
21 (LGA and JFK), Fort Lauderdale, Tampa and any other airport with more than 50 daily
22 departures of Company flying.
- 23 6. No more than 6% of category A and category C operations each month will be between
24 Delta hubs (as defined in **Section 1 D. 5.**). For purposes of **Section 1 D. 6.**, Delta
25 Connection flying operated between FLL and TPA, FLL and MCO, TPA and MCO will
26 not be considered flying between Delta hubs.
- 27 7. Delta Connection flying aircraft will only bear the name “Delta” as part of a phrase
28 referencing a Connection-type operation.
- 29 8. **Section 1 C.** will not apply to prevent the Company or any affiliate from acquiring
30 control of a domestic air carrier that operates aircraft other than permitted aircraft types
31 (a domestic air carrier that the Company or any affiliate acquires control of is referred to
32 for purposes of **Section 1 D. 8.** as an “acquired airline”) and operating such acquired
33 airline pending a merger of the Company and the acquired airline, provided that:
34 a. the Company agrees to operationally merge with the acquired airline and become a
35 single corporation, a single carrier under the Federal Aviation Act and the Railway
36 Labor Act, with a single air carrier certificate, a single pilot class or craft, not later
37 than six months after the later of:
38 1) the effective date of issuance of a final and binding integrated pilot seniority list,
39 or
40 2) the effective date of a single bargaining agreement.
- 41 b. the pilot seniority lists of the Company and the acquired airline will be integrated
42 pursuant to Association merger policy if both groups are represented by the
43 Association, or if the airmen of the acquired airline are not represented by the
44 Association, then pursuant to a method to be determined by the Delta MEC.
45 1) However, in either case, the integrated seniority list produced by the Association,
46 including any attendant conditions and restrictions, will be subject to the approval

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- 1 of the Company, and will be submitted to the Company for approval within
2 twelve months of the date the Company or any affiliate acquired control of the
3 acquired airline. The Company will provide the Association with its decision as
4 to approval or disapproval (including its reasons for disapproval) of the integrated
5 seniority list produced by the Association within two months following receipt of
6 the integrated seniority list. If the Association does not without good cause
7 produce and present an integrated seniority list to the Company for approval
8 within twelve months of the date the Company or any affiliate acquired control of
9 the acquired airline, the pilot and airman seniority lists of the Company and the
10 acquired airline, respectively, will be integrated pursuant to the arbitration
11 procedures set forth in **Section 1 D. 8. b. 2).**
- 12 2) If the Company rejects the list produced by the Association, the Association may
13 modify the list and resubmit it to the Company for approval within three months
14 after the date of such rejection, or at the election of the Association, the
15 Association and the Company will submit to an arbitrator mutually selected by the
16 Association and the Company for a final and binding decision, the choice of a list
17 produced by the Association and a list produced by the Company. If the seniority
18 list integration issue is to be submitted to an arbitrator and the Company and the
19 Association cannot agree on the selection of an arbitrator, the arbitrator will be
20 selected from the list of arbitrators referred to in **Section 19**, utilizing the alternate
21 strike-off method, with the right to first strike a name from such list determined
22 by the toss of a coin.
- 23 3) If the Association does not resubmit a modified list within the permitted time
24 period or does so resubmit a modified list but it is rejected by the Company, then
25 the matter will be decided through the arbitration procedure set forth in
26 **Section 1 D. 8. b. 2).**
- 27 c. wages and benefits for the airmen of the acquired airline, to be effective upon the
28 integration of the two seniority lists, will be negotiated between the Company and the
29 Association. Nothing herein will entitle either the Company or the Association to
30 negotiate any other provision of this PWA except as this PWA otherwise permits.
- 31 d. during the period between the closing date of the corporate transaction pursuant to
32 which the Company or any affiliate acquires control of the acquired airline and the
33 date of operational merger, the aircraft (including owned aircraft, leased aircraft, and
34 all orders and options to purchase aircraft) of each pre-merger airline will remain
35 separated. Such pre-merger aircraft of the Company will be operated by pilots in
36 accordance with the terms and conditions of this PWA. Such pre-merger aircraft of
37 the acquired airline will be operated by airmen on its seniority list. Nothing in
38 **Section 1 D. 8. d.** will apply to prevent the Company from removing any aircraft from
39 the fleet of either airline. In the event aircraft are removed from either fleet prior to
40 the operational merger the Company and its affiliates will make reasonable efforts
41 consistent with the then existing financial and operational needs of the service, to
42 ensure that the ratio of the total number of aircraft block hours operated by pilots to
43 the aircraft block hours operated by airmen of the acquired airline (“block hour
44 ratio”) is not reduced below the block hour ratio that existed on the date the Company
45 or any affiliate acquired control of the acquired airline.

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- e. during the period between the closing date of the corporate transaction pursuant to which the Company or any affiliate acquires control of the acquired airline and the date of operational merger, the scheduled aircraft block hours operated by pilots in any month will not be less than the scheduled aircraft block hours operated by pilots in the same month of the twelve-month period prior to such closing date. The Company will be excused from compliance with such minimum scheduled aircraft block hours requirement if either a circumstance over which the Company does not have control, 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.

E. Permitted Arrangements with Foreign Air Carriers

1. **Section 1 C.** will not apply to international partner flying.
2. Without the consent of the Delta MEC, neither the Company nor any 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 affiliate to book or ticket under the Company's or affiliate's designator code, reserve, block, and/or purchase for resale:
 - a. more than 50% 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 passenger seats per flight segment of such foreign air carrier to and from Mexico, the Caribbean, Canada or Central America.
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 the country of the foreign air carrier, 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 an affiliate will place its code on the flight of a foreign air carrier in any city pair where the foreign air carrier operates a flight 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.
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.
7. In addition to all other restrictions specified in **Section 1**, the Company or an affiliate may only enter into or maintain a profit/loss sharing agreement with a foreign air carrier engaged in international partner flying the home country of which is served by at least

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1 four Company roundtrips per week between the U.S. and that country (for purposes of
2 **Sections 1 E. 7.** and **8.**, the “home country” means the foreign country from which a
3 foreign air carrier primarily operates).

- 4 8. In the event the Company or an affiliate enters into or maintains a profit/loss sharing
5 agreement with a foreign air carrier, Company flying between the United States and the
6 home country of such foreign air carrier will, in each rolling three month period, be no
7 less than the Company’s scheduled block hours between the two countries in the same
8 three months of the twelve-month period prior to the month in which such agreement first
9 became effective. The Company will be excused from compliance with this provision in
10 the event a circumstance over which the Company does not have control is the cause of
11 such non-compliance.

12 F. Affiliates and Successors

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

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- 1 c. If an affiliate or successor employed a pre-existing airmen group, the pilot and airmen
2 seniority lists of the Company and the affiliate or successor will be integrated
3 pursuant to Association merger policy if both groups are represented by the
4 Association (in which case **Section 1 D. 8. b. 1), 2) and 3)** will apply), or if the
5 airmen of the affiliate or successor are not represented by the Association, then
6 pursuant to Sections 2, 3 and 13 of the Allegheny-Mohawk Labor Protective
7 Provisions.
- 8 d. For purposes of **Section 1 F. 3.**, the phrase “employed a pre-existing airmen group”
9 means that the entity involved (or any entity that it controls or is controlled by)
10 employed airmen continuously from a date at least sixty days prior to the date of the
11 agreement resulting in the entity becoming an affiliate or successor.
- 12 4. Before concluding any agreement or arrangement which would result in a successorship
13 transaction or establish an affiliate, the Company will provide advance notice to the
14 Association (to the extent consistent with the Company’s legal obligations regarding
15 disclosure of information related to the agreement or arrangement) of the successorship
16 transaction or establishment of an affiliate.

17 G. Change in Control

- 18 1. In the event that through a single transaction or multi-step related transactions, any entity
19 acquires control of the Company or any affiliate air carrier that operates other than
20 permitted aircraft types (any such transaction, a “change in control”), the Association will
21 have the right in its sole discretion upon written notice to the Company within 60 days of
22 receiving written notice of the change in control, to either:
23 a. serve a Section 6 notice to reopen the PWA in whole or in part, or
24 b. extend the duration of the PWA for one, two or three years, at the Association’s
25 option, past the amendable date with 3% annual wage increases on the amendable
26 date and on the subsequent anniversary date(s) of the amendable dates, if applicable.
- 27 2. **Section 1 G. 1.** will not apply if the transaction that constitutes a “change in control”
28 consists solely of a corporate form restructuring that creates a parent holding company of
29 the Company, whose shareholders and Board of Directors at the closing of the transaction
30 are substantially the same as the shareholders and Board of Directors of the Company
31 immediately preceding the transaction. **Section 1 G. 1.** also will not apply to a
32 transaction during the Company’s Chapter 11 reorganization or to a plan of
33 reorganization resulting in emergence from Chapter 11.
34 Exception: If, as a result of a transaction during the Company’s Chapter 11
35 reorganization or plan of reorganization resulting in emergence from Chapter 11, the
36 acquiring entity is an air carrier or controls or is controlled by an air carrier, the
37 Association will have the right in its sole discretion upon written notice to the Company,
38 within 60 days of receiving written notice of the change in control, to extend the duration
39 of the PWA for one, two or three years, at the Association’s option, past the amendable
40 date, with 3% annual wage increases on the amendable date and on the subsequent
41 anniversary date(s) of the amendable dates, if applicable.
- 42 3. **Section 1 G. 1.** will not apply to any entity that is an IRS qualified employee benefit plan
43 of the Company (or a parent), or a trustee or other fiduciary of such plan acting in its
44 capacity as such, provided that the plan is one in which (i) all pilots who meet the general
45
46

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1 service requirements applicable to all participants are entitled to participate; (ii) stock of
2 the Company or affiliate allocated to accounts of participants is voted in accordance with
3 the instructions of the participants if any are given and (iii) the trustee voting unallocated
4 stock is a nationally recognized bank or financial institution. If stock in the plan which is
5 not required to be voted in accordance with directions of the participants is tendered to an
6 entity outside the plan, such stock will be deemed to be no longer owned by the plan for
7 purposes of **Section 1 G. 3.**
8

9 H. Opportunity to Make Competing Proposal

10
11 In the event the Company receives a proposal for a transaction that would, if completed,
12 result in a successor or change in control, and the Company determines to pursue or facilitate
13 the proposal the Company and/or affiliate will in good faith seek to provide the Association
14 with the opportunity to make a competing proposal at such time and under such
15 circumstances as the Board of Directors of the Company and/or affiliate reasonably
16 determines to be consistent with their fiduciary duties.
17

18 I. General Furlough Protection

- 19
20 1. No pilot on the seniority list as of July 1, 2001 will be placed on furlough on less than 90
21 days advance written notice.
22 2. No pilot on the seniority list as of July 1, 2001 will be placed on furlough if the staffing at
23 the time of notice or at time of furlough is less than the PBS Staffing Formula
24 (**Section 22 C.**) for any position.
25 3. The Company will be excused from compliance with the provisions of
26 **Section 1 I. 1.** and **2.** in the event a circumstance over which the Company does not have
27 control is the cause of such noncompliance.
28

29 J. Fragmentation Transaction

30
31 As a condition of any fragmentation transaction, the Company will, at the request of the
32 Association, require the transferee of assets to:

- 33 1. employ a certain number of Delta pilots based on the number of crewmembers that will
34 be required by the transferee for the operation of the transferred assets (not counting
35 airmen employed by the transferee);
36 2. offer employment to such Delta pilots according to eligibility criteria determined by
37 agreement between the Company and the Association or, in the absence of such
38 agreement, by a neutral arbitrator;
39 3. provide that the transferring pilots will be integrated with the transferee's pilots pursuant
40 to Association Merger Policy if the transferee's pilots are represented by the Association
41 or, if otherwise, pursuant to Sections 3 and 13 of the Allegheny-Mohawk Labor
42 Protective Provisions.

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1 K. Labor Dispute

2
3 During a labor dispute involving an air carrier (other than the Company):

- 4 1. the Company will not perform training of airmen for service as employees of the air
5 carrier (replacement airmen) in connection with a labor dispute, and
6 2. an affiliate will not perform training of airmen for service as employees of the air carrier
7 (replacement airmen) other than itself.

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

11
12 L. Associate Non-Voting Member of the Board of Directors and Information Sharing

- 13
14 1. The Association will be entitled to appoint an associate non-voting member of the
15 Company's Board of Directors ("member") to attend and participate in all regular and
16 special meetings of the Company's Board of Directors. Such member will be afforded
17 the same level of attendance and participation as shareholder-elected Directors, except
18 such member will not have the right to attend a portion of a meeting if that portion is
19 devoted solely to compensation and personnel. The member must be an active pilot
20 employee of the Company. Such member will have no voting rights and will be subject
21 to such reasonable confidentiality requirements as may be determined by the Company,
22 as well as applicable legal and regulatory requirements. **Section 1 L.** will not be subject
23 to the grievance and/or System Board of Adjustment procedures of **Sections 18** and **19**
24 and will be subject to the laws of the State of Delaware.
- 25 2. In the event that any litigation is filed against the Board of Directors of the Company and
26 such litigation includes the non-voting member as a defendant solely by virtue of his
27 status as such non-voting member, the Company will, to the extent legally permissible,
28 assume the cost of attorney's fees, related expenses and any liability or damages for such
29 non-voting member in connection with such litigation, provided that such member agrees
30 in writing to fully cooperate with the Company in the defense of such action and that the
31 Company will have complete control of such litigation, including selection of counsel,
32 who may also represent other defendants in the litigation. In no event, will the Company
33 be required to defend such non-voting member against any allegation or action that
34 relates to the individual actions or non-actions of the non-voting member, it being
35 understood that this provision applies only to litigation concerning actions of the Board
36 as an entire body with respect to which the non-voting member is included as a defendant
37 solely by virtue of his status as such non-voting member.
- 38 3. The Company will provide the Association on a periodic basis and, in addition, at its
39 reasonable request, with detailed historical operating and financial information on the
40 Company and its affiliates and detailed projected operating and financial information on
41 the Company and its affiliates.
- 42 a. Access to, use and distribution of, information provided to the Association under
43 **Section 1 L. 3.** will be conditioned upon and governed by reasonable confidentiality
44 agreements deemed appropriate by the Company and Association.
- 45 b. Information provided to the Association under **Section 1 L. 3.**, will include all
46 information reasonably necessary to enable the Association to monitor Delta's

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- 1 compliance with the terms of **Section 1** (including copies of all codeshare and prorate
2 agreements between Delta and Delta Connection Carriers and between Delta and
3 carriers engaging in category B operations), as well as Delta's compliance with the
4 terms of the Company's Profit Sharing Plan and the Company's Monthly
5 Performance Incentive Program . Information related to codeshare limitations (i.e.,
6 **Section 1 N. 2. - 7.** and **Section 1 O. 2. – 6.** and **9. b. 2)** (if applicable)) will be
7 provided within 30 days after the conclusion of the applicable measurement period.
- 8 c. Delta will also provide to the Association documentation of each flight segment that
9 has been published by the Company (in print or electronically as of the first day of the
10 current month) bearing both the DL code and one or more of NW, CO or AS code for
11 each of the two months following the current month. Such documentation will be
12 provided to the Association, in electronic form, by the end of each such current
13 month, beginning with the seventh month after the commencement of codeshare
14 flying under the Northwest/Continental marketing agreement and Alaska marketing
15 agreement as applicable.
- 16 d. The detailed historical operating information referenced in **Section 1 L. 3.** will be
17 provided to the Association concurrent with the **Section 1 N. 2. - 7.** and
18 **Section 1 O. 2. – 6.** and **9. b. 2)** (if applicable) information, at the end of each month,
19 for the prior month.
- 20 4. The Company will not:
- 21 a. buy back Delta common stock before December 31, 2008, except to satisfy tax
22 withholding obligations for equity awards; or
- 23 b. make any contribution to any employee grantor trust established by a Delta employee
24 in connection with the 2002 Delta Excess Benefit Plan or the 2002 Delta Supplemental
25 Excess Benefit Plan or contribute to any employee grantor trust established in the
26 future in connection with such plans or any successor plans.
- 27 5. The Company will not award any form of compensation to any management employee
28 specifically as a result of the successful completion of the negotiations of the following
29 LOAs: Restructuring Changes to the Delta Pilot Working Agreement, December 2005
30 Interim Agreement, and Bankruptcy Restructuring Agreement. Any value derived from
31 concessions granted in any of those LOAs may not be specifically considered or used in
32 any way to calculate the compensation of any management employee. The Company
33 may award compensation pursuant to incentive compensation plans or policies based on
34 the Company's financial performance generally without regard to the specific
35 concessions in the above named LOAs.

36 M. Remedies

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

Section 1 - Scope

1 N. Permitted Arrangements Pursuant to the Northwest/Continental Marketing Agreement

2
3 1. **Section 1 C.** will not apply to flying performed by NW and/or CO under the DL code
4 provided that the DL code may only be placed on NW and CO flight segments:

- 5 a. for the sole purpose of passenger service,
6 b. pursuant to the Northwest/Continental marketing agreement,
7 c. under a prorate agreement, and
8 d. consistent with **Section 1 N.**

9 2. The DL code will not be placed on NW or CO flight segments between Delta hubs
10 whether or not a Delta hub is also a Northwest or Continental hub.

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

12 Exception one: The DL code may be placed on hub to hub flight segments of NW and
13 CO without regard to the limitations of **Section 1 N. 3. Exception two**, for six months
14 after the commencement of codeshare flying under the Northwest/Continental marketing
15 agreement (the “grace period”).

16 Exception two: After the grace period, the DL code may be placed on NW or CO hub to
17 hub flight segments, provided that the following limitations are satisfied (measured at the
18 end of each month on a rolling 12 month average, excluding months prior to the
19 commencement of codeshare flying under the Northwest/Continental marketing
20 agreement):

- 21 a. the ratio of the aggregate number of scheduled hub to hub flight segments of DL
22 bearing a NW code, to the aggregate number of scheduled hub to hub flight segments
23 of NW bearing a DL code, must equal or exceed the NW hub to hub baseline ratio,
24 b. the ratio of the aggregate number of scheduled hub to hub flight segments of DL
25 bearing a CO code, to the aggregate number of scheduled hub to hub flight segments
26 of CO bearing a DL code, must equal or exceed the CO hub to hub baseline ratio,
27 c. the ratio of the aggregate number of scheduled hub to hub flight segments of Delta
28 bearing a NW code, to the aggregate number of scheduled hub to hub flight segments
29 of Northwest bearing a DL code, must equal or exceed the Northwest hub to hub
30 baseline ratio, and
31 d. the ratio of the aggregate number of scheduled hub to hub flight segments of Delta
32 bearing a CO code, to the aggregate number of scheduled hub to hub flight segments
33 of Continental bearing a DL code, must equal or exceed the Continental hub to hub
34 baseline ratio.

35 Note: Each requirement in **Section 1 N. 3. Exception two a. - d.** will be satisfied if, with
36 respect to such requirement, the number of scheduled flight segments of Delta or DL, as
37 applicable, bearing the NW or CO code, as applicable, is no more than two average daily
38 scheduled flight segments below the minimum number of such flight segments specified
39 by such requirement. It is understood that “average daily scheduled flight segments” will
40 be computed with respect to the applicable rolling time period.

41 4. Mainland/Hawaii

- 42 a. The DL code may not be placed on any Northwest scheduled flight segments between
43 the mainland United States and Hawaii unless the ratio of the number of Delta
44 scheduled flight segments between the mainland United States and Hawaii bearing
45 the NW code to the number of Northwest scheduled flight segments between the
46 mainland United States and Hawaii bearing the DL code, is no less than 97.5% of the

Section 1 - Scope

- 1 ratio of the number of Delta flight segments between the mainland United States and
2 Hawaii to the number of Northwest scheduled flight segments between the mainland
3 United States and Hawaii during 2002.
- 4 b. The DL code may not be placed on any Continental flight segments between the
5 mainland United States and Hawaii unless the ratio of the number of Delta scheduled
6 flight segments between the mainland United States and Hawaii bearing the CO code
7 to the number of Continental scheduled flight segments between the mainland United
8 States and Hawaii bearing the DL code, is no less than 97.5% of the ratio of the
9 number of Delta scheduled flight segments between the mainland United States and
10 Hawaii to the number of Continental scheduled flight segments between the mainland
11 United States and Hawaii during 2002.
- 12 c. The DL code may be placed on Northwest and Continental scheduled flight segments
13 between the mainland United States and Hawaii, without regard to the limitations of
14 **Section 1 N. 4. a.** and **b.**, for six months after the commencement of codeshare flying
15 under the Northwest/Continental marketing agreement (the "grace period").
- 16 d. After the grace period, the ratios in **Section 1 N. 4. a.** and **b.**, will be measured at the
17 end of each month, on a rolling 12 month average, excluding months prior to the
18 commencement of codeshare flying under the Northwest/Continental marketing
19 agreement.
- 20 5. In the absence of consent of the MEC Chairman, Delta will not permit its code to be
21 placed on:
- 22 a. Northwest flight segments between the mainland United States and Japan in a bid
23 period in which the number of scheduled Delta flight segments between the mainland
24 United States and Japan is less than 50.
- 25 b. Continental flight segments between the mainland United States and Japan in a bid
26 period in which the number of scheduled Delta flight segments between the mainland
27 United States and Japan is less than 50.
- 28 c. If Delta is in breach of the limitations in **Section 1 N. 5. a.** or **b.**, in a bid period, it will
29 remove its code from all Northwest and Continental scheduled flight segments in the
30 next bid period between the mainland United States and Japan.
- 31 d. Delta will be excused from compliance with **Section 1 N. 5. a.** and **b.** if the cause for
32 such non-compliance was a "circumstance over which the Company does not have
33 control" as defined in **Section 1 B. 9.**
- 34 6. With respect to flight segments of each of NW or CO in a city pair in international
35 operations (as defined in **Section 2**) no more than:
- 36 a. 50% of the passenger seats may be occupied by passengers traveling under the DL
37 code in any month, or
- 38 b. a monthly average of:
- 39 1) 175 passenger seats may be occupied by passengers traveling under the DL code
40 per flight segment to or from destinations other than Mexico, the Caribbean,
41 Canada or Central America, or
- 42 2) 100 passenger seats may be occupied by passengers traveling under the DL code
43 per flight segment to and from Mexico, the Caribbean, Canada or Central
44 America.

Section 1 - Scope

- 1 7. Commencing with the first full month after the first anniversary of commencement of
2 codeshare flying under the Northwest/Continental marketing agreement, Delta will, in
3 each rolling three month period, place its code on no greater number of:
 - 4 a. Northwest flight segments than 108% of the number of Delta flight segments bearing
5 the NW code,
 - 6 b. NW flight segments than 108% of the number of DL flight segments bearing the NW
7 code,
 - 8 c. Continental flight segments than 108% of the number of Delta flight segments
9 bearing the CO code,
 - 10 d. CO flight segments than 108% of the number of DL flight segments bearing the CO
11 code.
- 12 8. Delta will not purchase or reserve seats on NW or CO on a block space basis (i.e., on the
13 basis of the purchase or reservation by Delta of a block of seats on aircraft operated by
14 NW or CO, at a contractually agreed price, that are then available for resale by Delta to
15 its customers).
- 16 9. If Delta is in breach of any of the limitations on hub to hub (*Section 1 N. 3.*) or
17 Mainland/Hawaii (*Section 1 N. 4.*) flight segments or the limitations based on reciprocity
18 (*Section 1 N. 7.*), the following will apply:
 - 19 a. Delta may cure any such breach by (within 60 days after the date of written
20 notification from the MEC Chairman to the Company of such breach):
 - 21 1) removing the DL code from, as applicable, NW, Northwest, CO, or Continental
22 flight segment(s), and/or
 - 23 2) increasing the number of DL or Delta, as applicable, flight segment(s) bearing the
24 NW or CO code, as applicable.
 - 25 b. Delta may defer the cure of any such breach for up to 90 days beyond such 60 day
26 period if the cause of such breach was a "circumstance over which the Company does
27 not have control", as defined in *Section 1 B. 9.*
- 28 10. Consolidation
 - 29 a. If Delta, Northwest or Continental acquires an air carrier and integrates that air carrier
30 so as to form a single carrier, the applicable limitations and parameters in
31 *Section 1 N.* will be adjusted to include the increase in scheduled flight segments that
32 result from the acquisition and integration of the acquired air carrier.
 - 33 b. The scheduled flight segments of the acquired carrier and its subsidiaries will be
34 measured for the 12 consecutive months prior to the month in which the parties
35 executed the agreement under which Delta, Northwest or Continental (as applicable)
36 agreed to acquire the other air carrier. Such flight segments will be added to the
37 number of 2002 Delta, Northwest, Continental, DL, NW and CO (as applicable) flight
38 segments used to calculate the original hub to hub baseline and mainland/Hawaii
39 ratios.
 - 40 c. The Association will have the right to terminate *Section 1 N.* upon 60 days written
41 notice to the Company, if Northwest or Continental, without the prior written
42 approval of the Association, acquires control of Delta, either directly or through
43 another individual, entity or trust, or as part of a group.

Section 1 - Scope

- 1 11. There will be no direct or indirect transfer to NW or CO of any aircraft owned, leased,
2 operated or on order or option by or on behalf of Delta or an affiliate, other than in the
3 normal course of business (e.g., lease returns or sale of aircraft, orders or options on
4 arm's length market terms).
- 5 12. Delta will maintain a separate operating and corporate identity from Northwest and
6 Continental, including, but not limited to, name, trade name, logo, livery, trademarks or
7 service marks, but permitting (in addition to the separate name, trade name, logo, livery,
8 trademarks or service marks) the use of designator codes, frequent flyer program
9 information, and other name, trademarks, trade name, logo, livery or service marks that
10 reflect the alliance relationship. The foregoing will not preclude Delta from acquiring
11 and integrating Northwest and/or Continental under **Section 1 D. 8.**, but will apply until
12 the closing date of any corporate transaction pursuant to which Delta or any affiliate
13 acquires control of Northwest and/or Continental.
- 14 13. To the extent that any of the terms of **Section 1 N.** are inconsistent with any of the terms
15 of the Northwest/Continental marketing agreement, the terms of **Section 1 N.** will take
16 precedence and will remain in full force and effect. Delta will not be excused from
17 compliance with any of the terms of **Section 1 N.** based on its obligations under the
18 Northwest/Continental marketing agreement.
- 19 14. Amendments to the Northwest/Continental marketing agreement
20 a. No amendment to the Northwest/Continental marketing agreement (other than a
21 termination) that constitutes a material change will be made without the written
22 consent of the Delta MEC Chairman.
23 b. A copy of each amendment to the Northwest/Continental marketing agreement will
24 be promptly delivered to the office of the Delta MEC Chairman. A copy of each such
25 amendment that affects a codeshare or prorate term or condition will be delivered to
26 the office of the Delta MEC Chairman, for his review and comment, at least 30 days
27 prior to implementation.
 - 28 1) If the Delta MEC Chairman believes that the amendment is a material change, he
29 may dispute such amendment by submitting a grievance to the Company for
30 expedited determination under **Section 1 M.** To be valid, such grievance must be
31 so submitted within 30 days of the date of delivery of the amendment to the office
32 of the Delta MEC Chairman.
 - 33 2) If the System Board of Adjustment determines that the amendment is a material
34 change, then at the written request of the Delta MEC Chairman, Delta will cancel
35 or void the disputed amendment to the Northwest/Continental marketing
36 agreement and will take all other action necessary to restore the status quo that
37 existed prior to such amendment within 30 days of receipt of such written request
38 by the Company. In addition, the System Board may award such other and
39 further relief as appropriate to provide a make-whole remedy to pilots harmed by
40 such material change.
 - 41 3) If Delta does not comply with such request within such 30 day period, the Delta
42 MEC Chairman will have the right to terminate **Section 1 N.** upon 60 days
43 advance written notice to the Company.

Section 1 - Scope

- 1 15. Termination
- 2 a. In the event that the Northwest/Continental marketing agreement is terminated in
- 3 whole, for any reason, Delta and the MEC Chairman, each, will have the right to
- 4 declare **Section 1 N.** null and void upon 30 days advance written notice to the other.
- 5 b. If Delta or Northwest or Continental serves a notice of termination of its participation
- 6 in the Northwest/Continental marketing agreement, and such notice of termination of
- 7 participation is accepted by another party, the Delta MEC Chairman will have the
- 8 right to terminate **Section 1 N.** upon 60 days advance written notice to the Company,
- 9 with such termination to be effective upon the date of termination of such party's
- 10 participation in the Northwest/Continental marketing agreement.
- 11 16. Rulings of Government Authority
- 12 If, as a result of any action or rulings of any governmental authority, or in response
- 13 thereto, any amendment that is a material change is required to be made to the
- 14 Northwest/Continental marketing agreement, and is made without the written consent of
- 15 the Delta MEC Chairman, then the Delta MEC will have the right to terminate **Section 1**
- 16 **N.** upon 60 days advance written notice to the Company.
- 17 17. Labor Disputes
- 18 a. There will be no increased use of the DL code (i.e., an increase over and above that
- 19 which was loaded in Deltamatic in the 90 day period prior to the commencement of
- 20 the cooling off period) by NW or CO during a cooling off period (under Section 5, 6
- 21 or 10 of the Railway Labor Act) applicable to Delta pilots. In the event of a lawful
- 22 primary strike against Delta by the Delta pilots, the DL code will not be used by NW
- 23 or CO at any time during such strike.
- 24 b. There will be no payments other than those payments occurring during the ordinary
- 25 course of business to Delta from NW or CO during a cooling off period (under
- 26 Section 5, 6 or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful
- 27 strike by Delta pilots.
- 28 c. No airman trained by NW or CO in the prior 12 months will be hired to serve as a
- 29 Delta pilot during a cooling off period (under Section 5, 6 or 10 of the Railway Labor
- 30 Act) applicable to Delta pilots or a lawful strike by Delta pilots.
- 31 Note: For ease of reading in **Section 1 N. 17.**, the defined term "pilot" is modified by
- 32 the word "Delta." Such modification does not change the meaning of the defined term
- 33 "pilot."
- 34 18. The provisions of **Section 1 N. 14. - 17.** will be effective in all respects without regard to
- 35 whether the parties are then engaged in collective bargaining pursuant to Section 6 of the
- 36 Railway Labor Act. Delta expressly waives any and all rights whatsoever to argue that
- 37 the Association's rights under these provisions or exercise of such rights should be
- 38 affected in any way by virtue of the status quo provisions of the Railway Labor Act.
- 39 19. Transactions between Delta and NW, and Delta and CO will be at arm's length (as would
- 40 be conducted by independent, unaffiliated parties).

Section 1 - Scope

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 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 hub to hub flight segments of AS without regard to the limitations of **Section 1 O. 3. Exception two**, for six months after the commencement of codeshare flying under the Alaska marketing agreement (the “grace period”).

Exception two: After the grace period, 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, excluding months prior to the commencement of codeshare flying under the Alaska marketing agreement):

- 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: 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 in international operations, no more than:

- a. 50% of the passenger seats may be occupied by passengers traveling under the DL code in any month, or
- b. a monthly average of 86 passenger seats may be occupied by passengers traveling under the DL code per flight segment.

Section 1 - Scope

- 1 6. Commencing January 2006, Delta will, in each rolling three month period (with the
2 measurement for January 2006 covering the November 1, 2005 through January 31, 2006
3 time period), place its code on no greater number of:
 - 4 a. Alaska flight segments than 108% of the number of Delta flight segments bearing the
5 AS code,
 - 6 b. AS flight segments than 108% of the number of DL flight segments bearing the AS
7 code.
- 8 7. Delta will not purchase or reserve seats on AS on a block space basis (i.e., on the basis of
9 the purchase or reservation by Delta of a block of seats on aircraft operated by AS, at a
10 contractually agreed price, that are then available for resale by Delta to its customers).
- 11 8. If Delta is in breach of any of the limitations on hub to hub (**Section 1 O. 3.** or
12 **Section 1 O. 9. b. 2**)) flight segments or the limitations based on reciprocity
13 (**Section 1 O. 6.**), the following will apply:
 - 14 a. Delta may cure any such breach within 60 days of the date of written notification
15 from the MEC Chairman to the Company of such breach by:
 - 16 1) removing the DL code from, as applicable, AS or Alaska flight segment(s), and/or
 - 17 2) increasing the number of DL or Delta, as applicable, flight segment(s) bearing the
18 AS code, as applicable.
 - 19 b. Delta may defer the cure of any such breach for up to 90 days beyond such 60 day
20 period if the cause of such breach was a "circumstance over which the Company does
21 not have control", as defined in **Section 1 B. 9.**
- 22 9. Consolidation
 - 23 a. If Delta or Alaska acquires an air carrier and integrates that air carrier so as to form a
24 single carrier, the applicable limitations and parameters in **Section 1 O.** will be
25 adjusted to include the increase in scheduled flight segments that result from the
26 acquisition and integration of the acquired air carrier.
 - 27 b. Hub to Hub Baseline Ratios
 - 28 1) If Delta or Alaska acquires an air carrier and integrates that air carrier so as to
29 form a single carrier, an AS hub to hub baseline ratio and an Alaska hub to hub
30 baseline ratio will be calculated under **Section 1 B. 28. e.** and **f.** (or re-calculated,
31 if there is an additional acquisition and integration) based on the following
32 number of scheduled flight segments: a) the number of Delta and Alaska and DL
33 and AS scheduled flight segments between a Delta hub and an Alaska hub as
34 measured during the 12 consecutive months prior to the month in which the
35 parties executed the agreement under which Delta or Alaska (as applicable)
36 agreed to acquire the other air carrier, and b) the number of scheduled flight
37 segments of the acquired carrier and its subsidiaries between a Delta hub and an
38 Alaska hub for the same 12 consecutive months (which is to be added to the
39 number of Delta and Alaska and DL and AS scheduled flight segments (as
40 applicable) calculated in **Section 1 O. 9. b. 1 a)**).

Section 1 - Scope

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

Section 1 - Scope

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

11 14. Termination

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

21 15. Rulings of Government Authority

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

27 16. Labor Disputes

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

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

Section 1 - Scope

- 1 17. The provisions of *Section 1 O. 13. – 16.* will be effective in all respects without regard to
2 whether the parties are then engaged in collective bargaining pursuant to Section 6 of the
3 Railway Labor Act. Delta expressly waives any and all rights whatsoever to argue that
4 the Association’s rights under these provisions or exercise of such rights should be
5 affected in any way by virtue of the status quo provisions of the Railway Labor Act.
- 6 18. Transactions between Delta and AS will be at arm’s length (as would be conducted by
7 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. "150% cap" means the cap that limits the Company's obligation to fund or provide the
10 medical and dental benefits of retirees, their dependents and survivors to 150% of the
11 Company's cost of providing such coverage as of the end of 1993. For purposes of
12 determining whether the Company's obligation is limited by the 150% cap, the
13 Company's cost will be determined net of all participant contributions. No earlier than
14 January 1, 2008, the 150% cap will apply to pilot retirees, their dependents and survivors
15 enrolled in the DPMP.
- 16 2. "Accrued vacation" means the vacation time (i.e., the number of weeks or days) a pilot is
17 accumulating in a vacation year for use in the next vacation year. The accrual rate for
18 such vacation is determined by the number of years of continuous employment the pilot
19 completed before April 1st of the vacation year.
20 Example: Assume that on October 1st, (i.e., at the completion of 50% of the vacation
21 year) a pilot has not been on leave or furlough in excess of 30 days since the beginning of
22 the vacation year. Such pilot will have accrued 50% of the vacation time to which he will
23 be entitled on the next April 1st.
- 24 3. "Active payroll status" means the status of a pilot who is not on inactive payroll status.
- 25 4. "Administrative pilot" means a pilot who is removed from a category for the purpose of
26 performing managerial, supervisory and/or administrative duties for the Company (e.g., a
27 pilot in a payroll department other than 030 or 031).
28 Exception: An instructor who does not perform managerial or supervisory duties (i.e., an
29 instructor in payroll department 052) is not an administrative pilot.
- 30 5. "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 6. "Affiliate" means:
34 a. any subsidiary, parent or division of the Company,
35 b. any other subsidiary, parent or division of either a parent or a subsidiary of the
36 Company, or
37 c. any entity that controls the Company or is controlled by the Company whether
38 directly or indirectly through the control of other entities.
- 39 7. "Aggregate service" means all time starting from a pilot's date of employment with the
40 Company as a pilot, with the exception of the following:
41 a. periods of furlough, or
42 b. unpaid leave in excess of 60 cumulative days.
- 43 8. "Aircraft model" means an aircraft (e.g., B-737-800, MD-88) within an aircraft type.

Section 2 – Definitions and Glossary

1 9. “Aircraft type” means one of the following groupings:
2

a. B-777	e. MD-90/MD-88
b. B-767-400ER	f. B-737-300/200
c. B-767 (all except B-767-400ER)/B-757	g. EMB-190/195
d. B-737-900/800/700/600	h. CRJ-900

3
4 10. “Aircrew program designee” (APD) means a pilot who is designated by the FAA to
5 administer type rating evaluations.

6 11. “Airman” means a person:
7 a. whose name does not appear on the Delta Pilots’ System Seniority List, and
8 b. who is certified to operate the controls, and/or assist in the operation of the controls of
9 a commercial aircraft at a cockpit position.

10 12. “Alaska” means Alaska Airlines, Inc.

11 13. “Alaska hub” means SEA, ANC, LAX and any other airport having a monthly average of
12 at least 100 Alaska scheduled flight departures per day.

13 14. “Alaska marketing agreement” means the document titled “Marketing Agreement”
14 signed on March 1, 2004 by Delta, Alaska and Horizon Air Industries, Inc., as from time
15 to time amended.

16 15. “Annual compensation” for purposes of the profit sharing plan, means an employee’s
17 gross earnings during the profit sharing plan year, including any sick and vacation pay
18 (whether paid by the Company or from a disability and survivor trust), but excluding: a)
19 expense reimbursements, b) expense allowances, c) income required to be imputed to the
20 employee for any reason pursuant to federal, state or local law, d) profit sharing awards,
21 e) earnings from any other incentive compensation program, f) Company contributions to
22 a retirement plan, g) disability payments, h) income from the grant, vesting, exercise or
23 sale of Delta stock or Delta stock options, i) income relating to, or resulting from,
24 bankruptcy claims, notes, or other securities, j) medical plan payments and k) severance
25 payments. In addition, annual compensation for the purposes of the profit sharing plan
26 includes pilot furlough pay.

27 16. “Applicable rate” means, for the purposes of **Section 8**, the composite hourly rate plus
28 international pay, if applicable, for the position held by the pilot at the time of the
29 deadhead.

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

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

38 17. “AS” means Alaska Airlines, Inc. and any carrier to the extent of its category B
39 operations using the AS code.

Section 2 – Definitions and Glossary

- 1 18. “Asterisk rotation” means a rotation that:
2 a. is published in the bid package,
3 b. is scheduled to begin in one bid period and end in another,
4 c. includes:
5 1) a duty period that begins in the second bid period, and/or
6 2) a flight segment in the second bid period with a different flight number than the
7 last flight segment in the first bid period,
8 d. is subject to change or removal from a pilot’s line, and
9 e. is designated with an *.
- 10 19. “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 20. “Average Line Value” (ALV) means a number of hours established by the Company that
14 is the projected average of all regular line values, for a position, for a bid period.
- 15 21. “Base” means a location to which a pilot is assigned.
- 16 22. “Base premium” means the premium developed each year separately for the DPMP and
17 for each option offered under the DFCMP excluding HMOs and fully insured options, for
18 retirees and survivors, from the combined experience of a population composed of all
19 retirees and survivors (pilot retirees and survivors and other retirees and survivors)
20 participating in DPMP and the DFCMP excluding HMOs and fully insured options. In
21 the case of the premium attributable to children of pilot retirees, such base premium will
22 be based on the combined experience of all dependents participating in the DPMP and the
23 DFCMP excluding HMOs and fully insured options. Such base premium will be
24 developed by the Company’s actuary using reasonable actuarial assumptions and methods
25 that are designed to determine such base premium in the actuary’s best professional
26 judgment. The Company’s calculation of the DPMP base premium will be subject to
27 review by the Association. The Company will provide to the Association by June 15th of
28 each year, data, assumptions and methodologies used to determine such costs and base
29 premium. The Association may provide comments on such analysis under the DPMP by
30 July 7th, and the Company’s actuary will consider such comments in making its final
31 determination of the base premium. The methodology for determining the base premium
32 will be applied separately to develop pre-Medicare and post-Medicare premiums.
- 33 23. “Bid period” means one of the following time periods:
34 a. January 1st through January 30th (the “January bid period”)
35 b. January 31st through March 1st (the “February bid period”)
36 c. March 2nd through March 31st (the “March bid period”)
37 d. April 1st through April 30th (the “April bid period”)
38 e. May 1st through May 31st (the “May bid period”)
39 f. June 1st through June 30th (the “June bid period”)
40 g. July 1st through July 31st (the “July bid period”)
41 h. August 1st through August 31st (the “August bid period”)
42 i. September 1st through September 30th (the “September bid period”)
43 j. October 1st through October 31st (the “October bid period”)
44 k. November 1st through November 30th (the “November bid period”)
45 l. December 1st through December 31st (the “December bid period”)

Section 2 – Definitions and Glossary

- 1 24. “Bid-qualified pilot” means a pilot who has completed or is projected to complete all
2 training, except for OE, prior to the first day of the bid period.
- 3 25. “Block time” means the time beginning when an aircraft first moves for the purpose of
4 flight or repositioning and ending when the aircraft comes to a stop at the next destination
5 or at the point of departure.
- 6 26. “Board” means the Delta Pilots’ System Board of Adjustment.
- 7 27. “Break-in-duty” means a rest period (measured from release to report) that is sufficient to
8 break a pilot’s duty period under *Section 12 I*.
- 9 28. “Bridge Plan” means the Delta Pilots Bridge Plan as Amended and Restated, Effective
10 July 1, 1996, as amended.
- 11 29. “Business day” means each day from Monday through Friday, except for Company
12 holidays.
- 13 30. “Captain” means a pilot who is in command and who is responsible for the manipulation
14 of, or who manipulates, the flight controls of an aircraft while under way, including
15 takeoff and landing of such aircraft; who is properly qualified to serve as and holds
16 currently effective airman’s certificates authorizing him to serve as such pilot.
- 17 31. “Carry-over rate” means the dollar value of a pilot’s accumulated credit for a bid period
18 divided by such accumulated credit, expressed in dollars per minute.
- 19 32. “Category” means the combination of a pilot’s position and base.
- 20 33. “Category A operation” means the operation of a flight segment by a Delta Connection
21 Carrier:
- 22 a. that is an affiliate, or
- 23 b. using the DL code under an agreement with Delta that is not a prorate agreement.
- 24 34. “Category B operation” means the operation of a flight segment by a domestic air carrier:
- 25 a. that:
- 26 1) controls Northwest, Continental, or Alaska, or
- 27 2) is controlled by Northwest, Continental, or Alaska whether directly or indirectly
28 through the control of other entities, or
- 29 3) is under common control with Northwest, Continental, or Alaska, or
- 30 4) operates such flight segment under any of the NW, CO, or AS code(s) under an
31 agreement with Northwest, Continental, or Alaska respectively, other than a
32 prorate agreement,
33 and,
- 34 b. that only operates:
- 35 1) aircraft that:
- 36 a) are certificated for operation in the United States for 70 or fewer passenger
37 seats, and
- 38 b) have a maximum certificated gross takeoff weight in the United States of
39 85,000 or fewer pounds; and/or
- 40 2) AVRO-85 aircraft (under the terms and conditions of Section 1. of the Northwest
41 Pilot Working Agreement), or
- 42 3) Bombardier Q-400 aircraft (under the terms and conditions of the Alaska Pilot
43 Working Agreement).
- 44 35. “Category C operation” means the operation of a flight segment (other than a category B
45 operation) by a Delta Connection Carrier under the DL code pursuant to a prorate
46 agreement with Delta.

Section 2 – Definitions and Glossary

- 1 36. “Category freeze” means a period of time
2 a. that is determined under **Section 22 H.**,
3 b. that commences on the date of a pilot’s award of an AE or VD for which qualification
4 training is required, and
5 c. during which the pilot will (unless declared eligible by the Company) be ineligible to
6 be awarded another AE with an award date falling within the freeze period (other than
7 to a new or reestablished category) for which qualification training is required.
- 8 37. “Circumstance over which the Company does not have control,” for the purposes of
9 **Section 1**, means a circumstance that includes, but is not limited to, a natural disaster;
10 labor dispute; grounding of a substantial number of the Company’s aircraft by a
11 government agency; reduction in flying operations because of a decrease in available fuel
12 supply or other critical materials due to either governmental action or commercial
13 suppliers being unable to provide sufficient fuel or other critical materials for the
14 Company’s operations; revocation of the Company’s operating certificate(s); war
15 emergency; owner’s delay in delivery of aircraft scheduled for delivery; manufacturer’s
16 delay in delivery of new aircraft scheduled for delivery. The term “circumstance over
17 which the Company does not have control” will not include the price of fuel or other
18 supplies, the price of aircraft, the state of the economy, the financial state of the
19 Company, or the relative profitability or unprofitability of the Company’s then-current
20 operations.
- 21 38. “CO” means Continental and any carrier to the extent of its category B operations using
22 the CO code.
- 23 39. “Code” means the unique two character designator code assigned to an airline by the
24 International Air Transport Association (IATA). If IATA assigns or has assigned more
25 than one designator code for use by Delta, Northwest, Continental, or Alaska or by a
26 subsidiary of Delta, Northwest, Continental, or Alaska then such additional designator
27 code(s) will be included within the DL code, NW code, CO code or AS code,
28 respectively.
- 29 40. “Company” means Delta Air Lines, Inc.
- 30 41. “Company Director - Health Services” (DHS), means an Aviation Medical Examiner
31 designated annually by the Company to conduct the medical review of a pilot under
32 **Section 14 G. 3.** and **Section 15 B.** If the designated DHS becomes unavailable, the
33 Company will promptly designate another Aviation Medical Examiner as the DHS.
- 34 42. “Company flying” means all flying reserved under **Section 1 C.** for performance by
35 pilots.
- 36 43. “Composite hourly rate” means the basic hourly rate of pay set forth in the pay tables of
37 **Section 3** for each aircraft model, status and longevity step, computed with the traditional
38 factors of speed, mileage and gross weight taken into account.
- 39 44. “Continental” means Continental Airlines, Inc. (and Continental Micronesia, Inc. to the
40 extent that Continental Micronesia, Inc. operates pursuant to the collective bargaining
41 agreement between Continental Airlines, Inc. and the Association).
- 42 45. “Continental hub” means IAH, EWR, CLE and any other airport having a monthly
43 average of at least 100 Continental scheduled flight departures per day.
- 44 46. “Contingent displacement” means a displacement from a pilot’s new category that is
45 caused by his displacement into that category.

Section 2 – Definitions and Glossary

- 1 47. “Contingent vacancy” means a vacancy in a pilot’s former category that is caused by his
2 award to a different category pursuant to an advance entitlement.
- 3 48. “Continuing qualification training” (CQ) means training necessary to maintain position
4 qualification under FAR 121.427 and the Company’s advanced qualification program
5 (AQP) standards.
- 6 49. “Continuous training” means the combination of:
7 a. training, and
8 b. associated periods of interruption of training of three consecutive days or less.
- 9 50. “Control” for the purposes of **Section 1**, will exist by entity A over entity B, only if A,
10 whether directly or indirectly through the control of other entities:
11 a. owns securities that constitute and/or are exchangeable into, exercisable for or
12 convertible into more than:
13 1) 30 percent (49 percent with respect to the Company’s interest in a foreign air
14 carrier) of B’s outstanding common stock, or if stock in addition to common stock
15 has voting power, then
16 2) 30 percent (49 percent with respect to the Company’s interest in a foreign air
17 carrier) of the voting power of all outstanding securities of B entitled to vote
18 generally for the election of members of B’s Board of Directors or similar
19 governing body, or
20 b. has the power or right to manage or direct the management of all or substantially all
21 of B’s air carrier operations, or
22 c. has the power or right to designate or provide all or substantially all of B’s officers, or
23 d. has the power or right to provide a majority of the following management services for
24 B: capacity planning, financial planning, strategic planning, market planning,
25 marketing and sales, technical operations, flight operations, and human resources
26 activities, or
27 e. has the power or right to appoint or elect or prevent the appointment or election of a
28 majority of B’s Board of Directors, or other governing body having substantially the
29 powers and duties of a Board of Directors, or
30 f. has the power or right to appoint or elect or to prevent the appointment or election of
31 a minority of B’s Board of Directors or similar governing body, but only if such
32 minority has the power or right to appoint or remove B’s Chief Executive Officer, or
33 President, or Chief Operating Officer, or the majority membership of the Executive
34 Committee or similar committee on B’s Board of Directors, or the majority
35 membership of at least one-half of B’s Board committees.
- 36 51. “Conversion date” means the date on which the award or assignment of a pilot to a
37 different category becomes effective.
- 38 52. “Co-terminal” means the following airport combinations:
39 a. DCA/IAD
40 b. DFW/DAL
41 c. IAH/HOU
42 d. JFK/EWR/LGA
43 e. LAX/BUR/LGB/ONT/SNA
44 f. MIA/FLL
45 g. ORD/MDW
46 h. SFO/OAK/SJC

Section 2 – Definitions and Glossary

- 1 53. “CQ golden days” means a block of five consecutive days during which a pilot will not
2 be scheduled for CQ.
- 3 54. “Credit” means the time attributed to a pilot for PWA flight time limitations purposes.
- 4 55. “Credited reserve on-call day” (CROC day) means a day on which a reserve pilot:
5 a. is on a rotation,
6 b. receives pay and credit under *Section 4 I.*,
7 c. is on airport standby duty, or
8 d. is on sick leave on an on-call day.
- 9 56. “Crew Scheduling assigned X-day” means an X-day placed on a pilot’s schedule in
10 accordance with *Section 12 N. 2.* and/or *Section 12 N. 7.*
- 11 57. “D&S Plan” means the Delta Pilot’s Disability and Survivorship Plan, as Amended and
12 Restated, Effective July 1, 1996, as amended.
- 13 58. “D&S Plan participant” means a person who is receiving or is entitled to receive benefits
14 under the D&S Plan.
- 15 59. “Date of furlough” means the date on which a pilot’s furlough begins.
- 16 60. “Date of recall” means the date a pilot is scheduled to report to duty in conjunction with a
17 recall.
- 18 61. “Day” means calendar day.
- 19 62. “DBMS” means a computerized crew scheduling system operated by Flight Operations.
- 20 63. “Deadhead” means the surface or air transportation of a pilot between airports at the
21 instruction of the Company.
22 Exception one: Surface transportation to or from an airport for the sole purpose of
23 lodging is not a deadhead.
24 Exception two: Travel to and from training is not a deadhead.
- 25 64. “DC Plan” means the Delta Pilots Defined Contribution Plan, Effective January 1, 2005,
26 as amended.
- 27 65. “DC Plan participant” means a person who is receiving or is entitled to receive benefits
28 under the DC Plan.
- 29 66. “Defined Benefit Plan” means any of the Delta Pilots Retirement Plan, Bridge Plan or
30 Supplemental Annuity Plan; “Defined Benefit Plans” means all three of such Plans.
- 31 67. “Defined Benefit Plan participant” means a person who is receiving or is entitled to
32 receive benefits under a Defined Benefit Plan.
- 33 68. “Delta” means the Company.
- 34 69. “Delta Connection Carrier” means a domestic air carrier that conducts flying in
35 accordance with *Section 1 D.*
- 36 70. “Delta Connection flying” means flying conducted by a Delta Connection Carrier for the
37 Company.
- 38 71. “Delta Family Care Medical Plan” (DFCMP) means the non-collectively bargained
39 medical and dental plan offered to flight attendants and ground employees (including
40 HMOs and the no coverage option).
- 41 72. “Delta hub” means ATL, CVG, SLC and any other airport having a monthly average of
42 at least 100 Delta scheduled flight departures per day.
- 43 73. “Delta Pilots Medical Plan” (DPMP) means the collectively bargained medical and dental
44 plan available to pilots and pilot retirees under *Section 25 G.*
- 45 74. “Delta Pilots Retirement Plan” means the Delta Pilots Retirement Plan as Amended and
46 Restated, Effective July 1, 1996, as amended.

Section 2 – Definitions and Glossary

- 1 75. “Disability status,” “disability” or “disablement” means being eligible for and receiving
2 disability benefits from the D&S Plan.
- 3 76. “Displacement” means an award (voluntary displacement or VD) or assignment
4 (mandatory displacement or MD) that is anticipated to become effective on a later
5 conversion date to eliminate a surplus from a category.
- 6 77. “Distributed training” means training that is accomplished without a classroom, instructor
7 in a classroom, flight training device, flight simulator or airplane. Distributed training
8 includes training material the Company requires a pilot to complete that cannot be
9 completed in conjunction with the normal course of preparing for flight. Examples of
10 informational materials that are not distributed training include, but are not limited to,
11 manuals updates (e.g., updates to FOM, Operations Manual 1 and 2, QRH, FCTM,
12 Airway Manual), flight crew bulletins and flight operations bulletins.
- 13 78. “DL” means:
14 a. Delta,
15 b. its affiliates, and
16 c. any other carrier to the extent of its category A operations of flight segments using
17 the DL code.
- 18 79. “Doctor” means a medical professional who holds one of the following degrees:
19 a. M.D.,
20 b. D.O.,
21 c. D.D.S., or
22 d. D.C.
- 23 80. “Domestic air carrier” means an air carrier as defined in 49 U.S.C. Section 40102(a)(2).
- 24 81. “Domestic category pilot” means a regular or reserve pilot who is not an international
25 category pilot.
- 26 82. “Domestic operation” means a flight segment to and from an airport, or between airports,
27 located inside the contiguous 48 states of the United States, Alaska or Canada.
- 28 83. “Domestic per diem” means the hourly meal allowance for time away from base that is
29 applicable to a pilot while engaged in domestic operations.
30 Note: See **Section 11 I. 3.** (travel to training) and **Section 23 P. 9.** (out-of-base white
31 slips).
- 32 84. “Duty period” means the elapsed time from report to release (for a break-in-duty).
- 33 85. “Earned vacation” means the vacation time (i.e., the number of weeks or days) a pilot is
34 entitled to use in a vacation year.
- 35 86. "Eligible family member" for the purposes of **Section 6**, means:
36 a. a relative who:
37 1) resides in an eligible pilot's household,
38 2) is dependent on the pilot for livelihood, and
39 3) is claimed on the pilot's federal tax return as a dependent.
40 b. an eligible pilot's spouse (including a person who is a domestic partner under the
41 Delta Domestic Partner Program).
- 42 87. “Eligible family member” for the purposes of **Section 25**, means eligible family member
43 as defined in the DPMP.

Section 2 – Definitions and Glossary

- 1 88. “Eligible move” means the actual movement of all of an eligible pilot's household goods
2 and personal effects from his former permanent residence to, and the establishment of,
3 his new permanent residence at, a location that is:
4 a. within the United States, and
5 b. more than 50 straight line statute miles from:
6 1) his former permanent residence, and
7 2) the greater metropolitan area of his former base, as described in the then most
8 recently published U.S. Census Bureau Metropolitan Areas Definition (See
9 www.census.gov/population/www/estimates/metrodef.html).
10 Exception: An eligible move will not include a move by a pilot whose permanent
11 residence, on the award date of his related conversion or the date of his recall
12 from furlough, is located in, or located within 50 miles of, the greater
13 metropolitan area of his new base.
- 14 89. "Eligible pilot" for the purposes of **Section 6**, means a pilot who intends to complete or
15 completes an eligible move and:
16 a. converts into a position at another base via an MD or VD, or
17 b. converts into a position at a new or re-established base within 12 months of the first
18 pilot conversion at such base, or
19 c. transfers from a closed base within the 12 months preceding the base closing, or
20 d. is recalled from furlough to a base other than his furlough base, or
21 e. otherwise transfers to a base at Company request,
22 f. provided:
23 1) he actually moves his household goods and personal effects to a new permanent
24 residence that is within a 125 straight-line statute mile radius of the airfield
25 reference point at his new base, and
26 2) his current permanent residence is not within such radius, and
27 3) he actually establishes his home at his new permanent residence, and
28 4) his new permanent residence is at least 50 straight-line statute miles closer to the
29 airfield reference point at his new base than is the permanent residence address
30 from which he is relocating, and
31 5) he agrees to repay the Company for such relocation benefits if, within 24 months
32 of the conversion that entitled him to receive such relocation benefit, he:
33 a) converts into a position at another base as the result of an advance entitlement,
34 or
35 b) relocates to another permanent residence outside such radius, without
36 changing bases.
- 37 90. “Employment year” means a one-year period beginning on a pilot’s employment
38 anniversary date.
- 39 91. “Entity” means a natural person, corporation, association, partnership, trust or any other
40 form for conducting business, and any combination or concert of any of the foregoing.
- 41 92. “Entry level pilot” means a pilot who has not completed his initial OE at the Company.
- 42 93. “Entry level position” means any position listed in **Section 22**.
- 43 94. “Evaluation” means a check of a pilot’s performance and/or proficiency pursuant to an
44 FAR or as part of the Company’s training including its Advanced Qualification Program
45 (AQP).
- 46 95. “FAA” means the Federal Aviation Administration.

Section 2 – Definitions and Glossary

- 1 96. “FARs” means the Federal Aviation Regulations.
- 2 97. “First Officer” means a pilot who is second in command and who is to assist or relieve
3 the captain in the manipulation of the flight controls of an aircraft while under way,
4 including takeoff and landing of such aircraft; who is properly qualified to serve as and
5 holds currently effective airman’s certificates authorizing him to serve as such First
6 Officer.
- 7 98. “Five Member Board” means the System Board of Adjustment when comprised of two
8 members appointed by the Company, two members appointed by the Association and a
9 neutral member selected by the parties, to decide a specific dispute.
- 10 99. “Flight segment”, for the purposes of *Section 1*, means the operation of an aircraft with
11 one takeoff and one landing.
- 12 100. “Flight time” means:
13 a. actual block time on a functional check flight and a verification flight segment(s), and
14 b. for all other flying, the greater of actual or scheduled block time on a flight
15 segment(s).
- 16 101. “Flying”, “flown”, “flies” and “fly” for purposes of *Sections 4, 12, and 23*, means:
17 a. operation of a flight as a cockpit crewmember, and/or
18 b. a deadhead by air.
- 19 102. “Foreign air carrier” means an air carrier other than a domestic air carrier.
- 20 103. “Foreign pilot base” means a base located outside the boundaries of the contiguous 48
21 states of the United States.
- 22 104. “Four Member Board” means the System Board of Adjustment when comprised of two
23 members appointed by the Company and two members appointed by the Association, to
24 decide a specific dispute.
- 25 105. “Fragmentation transaction” means a transaction (other than a successor transaction) in
26 which the Company or an affiliate (other than an affiliate performing flying only on
27 permitted aircraft types):
28 a. disposes of aircraft, route authority or slots (net of aircraft, route authority or slots
29 acquired within the 12 month period preceding such transaction or acquired in a
30 related transaction), which produced 20% or more of the operating revenue, block
31 hours or available seat miles of the Company (excluding revenue, block hours or
32 available seat miles of affiliates performing flying only on permitted aircraft types)
33 during the 12 months immediately prior to the date of the agreement resulting in the
34 fragmentation transaction, or
35 b. disposes of the Song trade name, logo or trademark together with one-half or more of
36 the aircraft then allocated to the Song operation.
- 37 106. “Full service bank” or bank means an individual account maintained in DBMS for each
38 pilot into which he may deposit and from which he may withdraw or borrow credit on a
39 minute basis.
- 40 107. “Functional check flight” (FCF) means flying that involves the planned use of abnormal
41 or “special” checklists and/or determinations of the airworthiness of major system items
42 or troubleshooting.
- 43 108. “Furlough base” means the base to which a pilot was assigned on his date of furlough.

Section 2 – Definitions and Glossary

- 1 109. “Green slip” (GS) means a request by a pilot to be assigned same-day/next-day open time
2 that may generate premium pay:
3 a. on his regular line days-off,
4 b. on his reserve line X-day(s),
5 c. on reserve line on-call days, while on long-call, with less than 12 hours notice, or
6 d. on his remaining reserve line on-call days in the current bid period after he has
7 accumulated credit equivalent to the ALV in such bid period.
- 8 110. “Green slip with conflict” (GSWC) means a request by a regular pilot to be assigned
9 same-day/next-day open time that may generate premium pay, and:
10 a. overlaps a scheduled rotation(s) remaining to be flown, or
11 b. creates an FAR or PWA conflict with a scheduled rotation(s) remaining to be flown.
- 12 111. “Hearing officer” means a Company-designated senior operating official.
- 13 112. “HMO above composite premium” means the amount charged by the HMO in excess of
14 the composite amount the Company contributes to the cost of the DFCMP (other than an
15 HMO).
- 16 113. “Hub to hub” means a flight segment between a Delta hub and either a Northwest,
17 Continental or Alaska hub.
- 18 114. “Hub to hub baseline ratio”
19 a. “CO hub to hub baseline ratio” means the ratio of X divided by Y where:
20 1) X is the aggregate number of DL flight segments scheduled to operate between
21 Delta hubs and Continental hubs during 2002, and
22 2) Y is the aggregate number of flight segments scheduled to operate under the CO
23 code between Delta hubs and Continental hubs during 2002.
- 24 b. “Continental hub to hub baseline ratio” means the ratio of X divided by Y where:
25 1) X is the aggregate number of Delta flight segments scheduled to operate between
26 Delta hubs and Continental hubs during 2002, and
27 2) Y is the aggregate number of Continental flight segments scheduled to operate
28 between Delta hubs and Continental hubs during 2002.
- 29 c. “NW hub to hub baseline ratio” means the ratio of X divided by Y where:
30 1) X is the aggregate number of DL flight segments scheduled to operate between
31 Delta hubs and Northwest hubs during 2002, and
32 2) Y is the aggregate number of flight segments scheduled to operate under the NW
33 code between Delta hubs and Northwest hubs during 2002.
- 34 d. “Northwest hub to hub baseline ratio” means the ratio of X divided by Y where:
35 1) X is the aggregate number of Delta flight segments scheduled to operate between
36 Delta hubs and Northwest hubs during 2002, and
37 2) Y is the aggregate number of Northwest flight segments scheduled to operate
38 between Delta hubs and Northwest hubs during 2002.
- 39 e. “AS hub to hub baseline ratio” means the ratio of X divided by Y where:
40 1) X is the aggregate number of DL flight segments scheduled to operate between
41 Delta hubs and Alaska hubs (calculated under *Section 1 O. 9. b. 1*), and
42 2) Y is the aggregate number of flight segments scheduled to operate under the AS
43 code between Delta hubs and Alaska hubs (calculated under *Section 1 O. 9. b. 1*),
44 Note: The AS hub to hub baseline ratio may not exceed 4.0.

Section 2 – Definitions and Glossary

- 1 f. “Alaska hub to hub baseline ratio” means the ratio of X divided by Y where:
2 1) X is the aggregate number of Delta flight segments scheduled to operate between
3 Delta hubs and Alaska hubs (calculated under *Section 1 O. 9. b. 1*), and
4 2) Y is the aggregate number of Alaska flight segments scheduled to operate
5 between Delta hubs and Alaska hubs (calculated under *Section 1 O. 9. b. 1*).
6 Note: The Alaska hub to hub baseline ratio may not exceed 4.0.

- 7 115. “Inactive payroll status” means the status of a pilot who is furloughed, receiving benefits
8 under the D&S Plan, military leave that exceeds 30 consecutive days, medical leave,
9 personal leave, family leave, maternity leave, or a pilot on a disciplinary suspension.
10 116. “Industry standard interline agreement” means an agreement or other arrangement
11 between or among two or more carriers, such as the International Air Transport
12 Association’s “multilateral interline traffic agreements”, or an “interline ticket and
13 baggage agreement”, establishing rights and obligations relating to the acceptance and
14 accommodation of interline passengers and shipments.
15 117. “Initial training” means training necessary to create an equipment and status
16 qualification.
17 118. “International category pilot” means a regular or reserve pilot holding a position for
18 which qualification for trans-oceanic navigation procedures is required.
19 119. “International operation” means a flight segment to or from an airport, or between
20 airports, located outside the contiguous 48 states of the United States.
21 Exception: A flight segment to or from an airport located in Canada or Alaska will not
22 be considered an international operation.
23 120. “International partner flying” means flying performed by any foreign air carrier (which is
24 not an affiliate):
25 a. under or utilizing a designator code, trade name, brand, logo, trademarks, service
26 marks, aircraft livery or aircraft paint scheme currently or in the future utilized by the
27 Company or any affiliate, and/or
28 b. on aircraft on which the Company or any affiliate has purchased or reserved blocked
29 space or blocked seats for sale or resale to customers of the Company or any affiliate.
30 121. “International pay” means an hourly pay premium paid to a pilot who has completed at
31 least one year of service with the Company as a pilot for flight time flown in an
32 international operation.
33 122. “International per diem” means the hourly meal allowance for time away from base that
34 is applicable to a pilot while engaged in international operations.
35 Note: An international category pilot assigned to training away from base will receive
36 domestic per diem.
37 123. “International small-category” means an international category containing fewer than
38 1500 scheduled credit hours in a bid period.
39 124. “Intra-theatre flying” means a flight segment(s) flown by international category pilots
40 between airports located outside the contiguous 48 states of the United States.
41 Exception: An ocean crossing flight segment is not intra-theatre flying.
42 125. “Inverse assignment” (IA) means the assignment of open time in inverse seniority order
43 under *Section 23 N.* or *O.*
44 Exception: An assignment to a reserve pilot who is among a group of reserve pilots
45 whose RAW values are equal under *Section 23 A. 35.* is not an IA.

Section 2 – Definitions and Glossary

- 1 126. “Inverse assignment with conflict” (IAWC) means an IA that:
2 a. overlaps a scheduled rotation(s) remaining to be flown, or
3 b. creates an FAR or PWA conflict with a scheduled rotation(s) remaining to be flown.
- 4 127. “Irregular operations” (IROPS) means an event(s) in the system (e.g., sickness, fatigue or
5 no-show of another pilot, weather, mechanical, aircraft type substitution, substitution of
6 one aircraft model for another aircraft model on which the pilot is not qualified,
7 diversion, cancellation, overflight, misconnect, application of the FARs) that causes a
8 pilot to be removed from his scheduled rotation or portion thereof.
- 9 128. “Line” means a pilot’s bid period schedule.
10 a. “Initial line” means the line awarded/assigned to a pilot via PBS or DBMS.
11 b. “Adjusted line” means a pilot’s initial line as modified by the line adjustment process.
12 c. “Regular line” means a line composed of training, vacation, leaves, rotations and/or
13 days-off.
14 d. “Reserve line” means a line composed of training, vacation, leaves, reserve on-call
15 days and X-days.
16 e. “Blank regular line” means a regular line that is constructed without rotations.
17 f. “Specially created reserve line” means a reserve line that was not awarded/assigned in
18 the initial line awards.
19 g. “Requires qualification line” (RQ line) means a line created for a pilot who converted
20 into a category, but was not qualified to bid.
- 21 129. “Line adjustment” means the process by which the Company removes a rotation(s) from
22 a regular pilot’s line for the next bid period, which would otherwise create FAR and/or
23 PWA conflict(s).
- 24 130. “Line check pilot” (LCP) means a pilot who is:
25 a. selected by the Company and designated by the FAA, and
26 b. authorized to administer evaluations during line operations.
- 27 131. “Line construction window” (LCW) means a range of hours that is seven and one half
28 hours above and below the ALV for each position in each bid period. The LCW will not
29 extend below 65 hours without mutual agreement between the Director - Crew Resources
30 and the MEC Scheduling Committee Chairman.
- 31 132. “Line guarantee” means a line holder’s minimum pay and credit entitlement in a bid
32 period.
- 33 133. “Longevity” means all time beginning at date of employment as a pilot, and ending at
34 termination of employment as a pilot, retirement as a pilot, or death.
35 Exception one: For purposes of vacation, sick leave and pass benefits, the longevity of a
36 pilot who transferred from another Company department will begin on his most recent
37 date of employment with the Company.
38 Exception two: Longevity does not include periods during which a pilot remains on
39 furlough due to his decision to bypass recall.
- 40 134. “Low-time pilot” means a Captain or First Officer who has not flown (excluding
41 deadhead) 75 hours of block time as a Captain or First Officer in his aircraft type.
- 42 135. “Mainland United States”, for the purposes of *Section 1*, means the contiguous 48 states
43 of the United States.

Section 2 – Definitions and Glossary

- 1 136. “Material change” means an amendment to the Northwest/Continental marketing
2 agreement or the Alaska marketing agreement that:
3 a. affects the codeshare or prorate terms or conditions of the Northwest/Continental
4 marketing agreement or the Alaska marketing agreement, and,
5 b. has or would have an adverse material economic impact on:
6 1) the structure or benefits of the Northwest/Continental marketing agreement or the
7 Alaska marketing agreement to Delta, or
8 2) a substantial number of the Delta pilots.
- 9 137. “Month”, for the purposes of **Section 1**, means calendar month.
- 10 138. “MPPP” means the Money Purchase Pension Plan as Amended and Restated, Effective
11 July 1, 1996, as amended.
- 12 139. “New or reestablished category” means, for the purposes of **Section 22**, a category that
13 has not been in existence for 60 days since the date of the first opportunity for the first
14 conversion.
- 15 140. “Non-consolidated pilot” means a pilot who has not completed consolidation
16 requirements as set forth in the FARs (currently Section 121.434(g) or a pilot who has
17 flown (excluding deadhead) less than 100 block hours, including OE, in his aircraft type).
- 18 141. “Non-scheduled flight” means a publicity flight, contract flight, charter flight not shown
19 on a regular line, scenic flight, attempt, rerouted flight, ferry flight, functional check
20 flight, verification flight, proving run, experimental flight and airway aid test flight.
- 21 142. “Non-seniority list instructor” (NSLI) means an instructor who is:
22 a. not on the seniority list, or
23 b. currently receiving long term disability benefits under the D&S Plan.
- 24 143. “Northwest” means Northwest Airlines, Inc.
- 25 144. “Northwest/Continental marketing agreement” means the document titled “Marketing
26 Agreement” signed on August 22, 2002 by Delta, Northwest and Continental, as from
27 time to time amended.
- 28 145. “Northwest hub” means MSP, DTW, MEM and any other airport having a monthly
29 average of at least 100 Northwest scheduled flight departures per day.
- 30 146. “NW” means Northwest and any carrier to the extent of its category B operations using
31 the NW code.
- 32 147. “Ocean crossing” means a flight segment:
33 a. across the Atlantic Ocean, or
34 b. across the Pacific Ocean, as follows:
35 1) between the North American continent and the Hawaiian Islands,
36 2) between the Hawaiian Islands and any point west of the 160 degree meridian,
37 3) from the North American continent to a point west of the 160 degree meridian,
38 4) from a Pacific Rim airport to Australia and/or New Zealand,
39 or
40 c. to or from an airport in South America, as follows:
41 1) between the United States and any point south of the equator on the South
42 American continent, and
43 2) any flight segment scheduled for greater than eight hours to, within or from the
44 South American continent,
45 or
46 d. to or from an airport in Europe that crosses latitude 36°N. and/or longitude 45°E.

Section 2 – Definitions and Glossary

- 1 148. “Off-line deadhead” means travel on any carrier other than Delta Air Lines, Inc.
2 149. “Off-rotation deadhead” means travel initiated by a pilot, at the beginning or end of a
3 rotation, by means other than the scheduled deadhead segment.
4 150. “Open time” means a rotation(s) not awarded on a regular line in the initial line awards,
5 or that otherwise becomes available.
6 151. “Operating experience” (OE) means performing the duties of Captain or First Officer
7 under the supervision of an LCP under FAR 121.434 (c) and (f).
8 152. “Operating margin” means, for any calendar year, the ratio of the Company’s
9 consolidated operating income to the Company’s consolidated revenues. The Company’s
10 consolidated operating income and consolidated revenues will be calculated in
11 accordance with Generally Accepted Accounting Principles in the United States and as
12 reported in the Company’s public securities filings except that operating income will
13 exclude: a) all restructuring charges and expenses related to the Company’s Chapter 11
14 cases, b) all asset write downs related to long term assets, c) gains or losses with respect
15 to employee equity securities and d) gains or losses with respect to extraordinary, one-
16 time or non-recurring events.
17 153. “Operational crewmember” means a pilot who operates the controls of the aircraft, assists
18 in the operation or control of the aircraft, and/or serves as a relief Captain or relief First
19 Officer.
20 154. “Out-of-base pilot” means a pilot who holds the same position at another base.
21 155. “Parent” means any entity that controls another entity.
22 156. “Permanent residence” means the home where a pilot physically resides on a permanent
23 basis and at which he intends to remain. Evidence of a pilot’s permanent residence
24 includes, but is not limited to, his DBMS residence address and residence address for
25 Company benefits enrollment purposes.
26 157. “Permitted aircraft type” means:
27 a. a propeller-driven aircraft configured with 70 or fewer passenger seats and with a
28 maximum certificated gross takeoff weight in the United States of 70,000 or fewer
29 pounds, and
30 b. a jet aircraft certificated for operation in the United States for 50 or fewer passenger
31 seats and with a maximum certificated gross takeoff weight in the United States of
32 65,000 or fewer pounds, and
33 c. one of up to 200 jet aircraft configured with 51-70 passenger seats and certificated in
34 the United States with a maximum gross takeoff weight of 86,000 pounds or less
35 (“70-seat jets”), and
36 d. beginning January 1, 2007, one of up to the number specified in the chart in
37 **Section 1 B. 43. d.** jet aircraft configured with 71-76 passenger seats and certificated
38 in the United States with a maximum gross takeoff weight of 86,000 pounds or less
39 (“76-seat jets”). The number of 76-seat jets may be increased above the number
40 specified in the chart in **Section 1 B. 43. d.** by three 76-seat jets for each aircraft
41 above the number of aircraft in the fleet operated by the Company (in service,
42 undergoing maintenance and operational spares) as of January 1, 2007. The number
43 and type of aircraft in the fleet on January 1, 2007 will be provided to the Association
44 in writing no later than January 15, 2007. Such a report will also be provided to the
45 Association at the scheduled quarterly financial update. The number of 70-seat jets
46 plus 76-seat jets permitted by **Section 1 B. 43.** may not exceed 200. Once the number

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1 of permitted 76-seat jets is established, it will not be reduced except as provided in
2 the *Section 1 B. 43. d. Note*.

3
4

<i>Year</i>	<i>Permitted 76-seat Jets</i>
<i>2007</i>	<i>15</i>
<i>2008 and beyond</i>	<i>30</i>

5
6 Note: If a pilot on the seniority list as of June 1, 2006 (*i.e.*, Troy Kane and above) is
7 placed on furlough after April 13, 2006, the Company will convert all 76-seat jets for
8 operation as 70-seat jets.

9 e. A carrier that operates any of the 70- or 76-seat jets not being operated as of
10 November 1, 2004, may do so only if that carrier and the Company have agreed to
11 terms for a preferential hiring process for pilots furloughed by the Company (*i.e.*, a
12 pilot furloughed by the Company will be given preferential hiring at a Delta
13 Connection Carrier if he completes all new hire paper work, meets all new hire
14 airman and medical qualifications, satisfies background checks and successfully
15 completes an interview). The Company will offer preferential interviews for
16 employment to airmen employed by a Delta Connection Carrier that offers
17 preferential hiring to furloughed pilots under *Section 1 B. 42. e.*, subject to the
18 Company’s objectives for diversity and experience among newly hired pilots. A pilot
19 hired by a Delta Connection Carrier operating any of the 70- or 76-seat jets not being
20 operated as of November 1, 2004 will not be required to resign his Delta seniority
21 number in order to be hired by such carrier.

22 158. “Personal drop sick” (PDS) means a personal drop request by a pilot to engage in a
23 routine health maintenance procedure. PDS requests will be granted at the discretion of
24 the Chief Pilot’s Office.

25 159. “Physical standards” means the standards established by the FAA for the issuance of a
26 First Class Medical Certificate, including the FAA waiver and restriction policy.

27 160. “Pilot” means an employee of Delta Air Lines, Inc. whose name appears on the Delta Air
28 Lines Pilots’ system seniority list.

29 Note: The defined term “pilot” when used with respect to allocations under LOA #7
30 (Bankruptcy Protection Covenant) on account of the ALPA Claim or the ALPA Notes
31 does not limit the authority of the Delta MEC to determine eligibility for allocation of the
32 ALPA Claim or the ALPA Notes among persons who are pilots, former pilots, or their
33 survivors.

34 161. “Pilot change schedule” (PCS) means a process for the submission of requests for:

- 35 a. military leave of absence (see *Section 13 E.*)
36 b. personal drop (PD), qualified personal drop (QPD) and authorized personal drop
37 (APD) (see *Section 23 J.*)
38 c. swap with the pot (see *Section 23 I.*)
39 d. white slip (see *Section 23 P.*)
40 e. yellow slip (see *Section 23 T.*)
41 f. GS and GSWC (see *Section 23 Q.*)
42 g. X-day move (see *Section 12 P. 13.*)
43 h. additional day off (see *Section 23 S. 16.*)

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- 1 162. “Pilot retiree” means a pilot who retired after January 1, 1997.
- 2 163. “Pilot-to-pilot swap board” means an electronic system through which a pilot offers
3 and/or executes a rotation drop, swap and/or pickup with another pilot under
4 **Section 23 F.**
- 5 164. “Pilot Working Agreement” or “PWA” means the basic collective bargaining agreement
6 between Delta Air Lines, Inc. and the air line pilots in the service of Delta Air Lines, Inc.
7 as represented by the Air Line Pilots Association International, together with all effective
8 amendments, supplemental agreements, letters of agreement, and letters of understanding
9 between the Company and the Association.
- 10 165. “Position” means the combination of a pilot’s aircraft type, status, and classification as
11 domestic or international.
- 12 166. “Post-November 11, 2004-hired pilot retiree” means a pilot retiree who was hired after
13 November 11, 2004.
- 14 167. “Pre-tax income” (PTIX) means, for any calendar year, the Company’s consolidated pre-
15 tax income calculated in accordance with Generally Accepted Accounting Principles in
16 the United States and as reported in the Company’s public securities filings but
17 excluding: a) the line item entitled “Reorganization Items, Net” as reported in the
18 statement of income, b) all asset write downs related to long term assets, c) gains or
19 losses with respect to employee equity securities, d) gains or losses with respect to
20 extraordinary, one-time or non-recurring events, and e) expense accrued with respect to
21 the profit sharing plan.
- 22 168. “Premium pay” means pay as set forth in **Section 23 U.** applicable to:
23 a. an inversely assigned rotation or flight segment(s).
24 b. a GS rotation.
25 c. a GSWC rotation.
26 d. a domestic category rotation assigned/awarded to an international category pilot
27 under **Section 23 N. 28.** or **Section 23 O. 21.**
- 28 169. “Proficiency check pilot” (PCP) means:
29 a. a pilot who is selected by the Company and designated by the FAA and authorized to
30 administer proficiency checks in other than line operations, and/or
31 b. an NSLI who is selected by the Company and designated by the FAA and authorized
32 to administer proficiency checks in other than line operations under **Section 11 D.**
- 33 170. “Profit/loss sharing agreement” means an agreement or arrangement (other than an
34 industry standard interline agreement) that provides for the sharing of profits or losses
35 between or among the Company or an affiliate and another carrier or other carriers in
36 connection with the Company’s and other carrier or carriers’ carriage of passengers. The
37 arrangement between the Company and any affiliate Delta Connection Carriers is not a
38 profit/loss sharing agreement.
- 39 171. “Projection” means the sum of a pilot’s accumulated credit and remaining scheduled credit
40 within the bid period.
- 41 172. “Pro rata portion of the ALV” means a share (1/30th in a 30 day bid period or 1/31st in a
42 31 day bid period) of the ALV.
- 43 173. “Prorate Agreement” means an agreement between the Company and another carrier for
44 the proration of interline revenue between them, under a standard interline prorate
45 formula, and in a manner that provides no economic benefit to the Company other than
46 from the carriage of passengers by the Company. The term "economic benefit" does not

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- 1 include the reimbursement of distribution costs or industry standard interline service
2 charges.
- 3 174. “Purchased vacation” means the vacation days that a pilot receives as a result of a full
4 service bank transaction.
- 5 175. “Qualification training” means training necessary to create a position qualification (i.e.,
6 initial, transition, upgrade, requalification, transoceanic ground school).
- 7 176. “Qualified SLI” means an SLI who can function as the instructor of record.
- 8 177. “Recalled-medical hold” means the status of a pilot who is unable to present the
9 Company with a First Class Medical Certificate within 30 days of receipt of his notice of
10 recall.
- 11 178. “Recency” or “recency of experience” means the requirement of a Captain or First
12 Officer to make at least three takeoffs and landings within a 90 day period under FAR
13 121.439. Satisfaction of this requirement is not training.
- 14 179. “Reestablishment of recency” means the training and checking required under FAR
15 121.439 to reestablish qualifications that have lapsed due to lack of recency.
- 16 180. “Regular pilot” means a pilot who holds a regular line.
- 17 181. “Release” means:
- 18 a. for purposes of determining a pilot’s break-in-duty, the later of:
- 19 1) 30 minutes after the block-in of his last flight segment, or
20 2) the actual time he is released by the Company (after completion of any additional
21 duty required by the Company) to begin a rest period sufficient to break his duty
22 period under **Section 12 I**.
- 23 b. for purposes of determining a pilot’s duty period credit and rotation credit, the later
24 of:
- 25 1) 30 minutes after the actual block-in of his last flight segment,
26 2) 30 minutes after the adjusted block-in of his last flight segment determined by
27 adding the scheduled block time of such flight segment to the later of the
28 scheduled or actual departure time of such flight segment, or
29 3) the actual time he is released by the Company (after completion of any additional
30 duty required by the Company) to begin a rest period sufficient to break his duty
31 period under **Section 12 I**.
- 32 182. “Relief Captain” means a Captain who is current in his position and augments a crew.
- 33 183. “Relief crew” means a relief Captain and a relief First Officer, collectively.
- 34 184. “Relief First Officer” means a type-rated First Officer who is current in his position and
35 augments a crew.
- 36 185. “Report” means the later of the actual or scheduled time that a pilot begins duty. Such
37 scheduled time:
- 38 a. in a domestic category is:
- 39 1) one hour before the scheduled departure of the first flying (excluding deadhead)
40 segment.
41 2) 30 minutes before the scheduled departure of the first on-line deadhead segment.
42 3) 90 minutes before the scheduled departure of the first off-line deadhead segment.
- 43 b. in an international category is:
- 44 1) 90 minutes before the scheduled departure of the first:

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1 a) flight segment (excluding an intra-theatre deadhead flight segment) in a duty
2 period containing an ocean crossing, (including an ocean crossing deadhead,
3 that originates outside the continental United States).

4 b) off-line deadhead segment.

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

6 2) one hour before the scheduled departure of an:

7 a) intra-theatre flight segment, (including a non-ocean crossing deadhead that
8 originates outside the continental United States).

9 b) ocean crossing deadhead that originates within the United States.

10 c) international category duty period composed solely of domestic flying.

11 3) 30 minutes before the scheduled departure of a deadhead that originates and
12 terminates within the continental United States.

13 186. “Reroute” means:

14 a. alteration of a pilot’s rotation or portion thereof due to irregular operations to:

15 1) delete a previously scheduled flight segment(s), and/or

16 2) add a flight segment(s) that is not open time (including flying removed from open
17 time),

18 or

19 b. alteration of a pilot’s rotation or portion thereof to:

20 1) delete a previously scheduled flight segment(s), and/or

21 2) add a flight segment(s) under **Section 23 N. 20.** or **O. 15.;**

22 and

23 c. notification to the pilot, after the airborne departure of his first flight segment, of such
24 alteration.

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

27 187. “Reserve assignment weighting” (RAW) means a value assigned to a reserve pilot that is
28 based on his accumulated credit in a bid period and his CROC days in a bid period. A
29 reserve pilot’s RAW is used to sequence him for assignment to open time. Such value
30 will be calculated using the following formula, rounded to the nearest integer:

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

32 **A** = the reserve pilot’s credit hours accumulated in the bid period plus prorated credit
33 hours associated with his period of unpaid absence and/or vacation and/or training
34 (other than qualification or distributed training), if any. The number of prorated
35 hours associated with his period of unpaid absence and/or vacation and/or training
36 (other than qualification or distributed training) will be determined by multiplying the
37 number of days of his unpaid absence and/or vacation and/or training (other than
38 qualification or distributed training) by the reserve guarantee and then dividing that
39 product by 30 or 31 (days of the bid period).

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

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- 1 **C** = the reserve guarantee.
2 **D** = number of on-call days in a full month of reserve.
- 3 188. “Reserve day” means a day on which a reserve pilot is scheduled to be on either an on-
4 call day or an X-day.
- 5 189. “Reserve pilot” means a pilot who holds a reserve line.
- 6 190. “Reserve utilization order” (RUO) means an order of assigning open time to reserve
7 pilots, within days-of-availability groupings, that is based upon a comparison of their
8 RAW values.
- 9 191. “Retired” means the termination of the pilot’s employment under circumstances that
10 enable him to receive an early, normal or deferred retirement benefit under the Delta
11 Pilots Retirement Plan or the DC Plan.
- 12 192. “Retired pilot” means a pilot retiree (including a post-November 11, 2004-hired pilot
13 retiree) and a person who retired from the Company as a pilot on or before January 1,
14 1997.
- 15 193. “Retirement date” means retirement date as defined in the Delta Pilots Retirement Plan or
16 the DC Plan.
- 17 194. “Rotation” means a duty period, or series of duty periods, that is identified by number
18 and scheduled to begin and end at a pilot’s base, and all the flight segments contained
19 therein. The release of a regular pilot for a break-in-duty at his base that is within such a
20 series of duty periods (“in base layover”) will not end his rotation.
- 21 195. “Rotation guarantee” means the pay guarantee under **Section 4 F**.
- 22 196. “Savings Plan” means the Delta Family-Care Savings Plan As Amended and Restated,
23 Effective April 1, 2003, as amended through the 13th Amendment thereto.
- 24 197. “Savings Plan participant” means a person who is receiving or is entitled to receive
25 benefits under the Savings Plan.
- 26 198. “Scheduled accident leave” means accident leave in the subsequent bid period that is
27 known by the pilot and reported to the Company before the date for the close of line
28 bidding for such bid period as specified in **Section 23 B**.
- 29 199. “Scheduled block hour” means an hour of scheduled block time.
- 30 200. “Scheduled block times” means the greater of the flight times set forth in the:
31 a. Company operating schedules, or
32 b. bid package.
- 33 201. “Scheduled flight” means a flight published in the bid package or shown in the
34 Company’s operating schedules and extra sections thereof.
- 35 202. “Scheduled sick leave” means sick leave in the subsequent bid period that is known by
36 the pilot and reported to the Company before the date for the close of line bidding for
37 such bid period as specified in **Section 23 B**.
- 38 203. “Seniority” means a pilot’s number on the seniority list.
- 39 204. “Seniority date” means the date of a pilot’s seniority as shown on the seniority list.
- 40 205. “Seniority list” means the Delta Air Lines Pilots’ System Seniority List.
- 41 206. “Seniority list instructor” (SLI) means an instructor who is a pilot.
42 Exception: An instructor who is a pilot currently receiving long term disability benefits
43 under the D&S Plan cannot be an SLI.
- 44 207. “Sick” means disabled due to sickness, as defined in **Section 14 A. 7**.
- 45 208. “Sickness” means any personal medical condition of a pilot, physical or mental, that
46 disables him from performing duties as a flight crewmember.

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- 1 209. “SLI duty period” means one of the following when performed by an SLI:
2 a. one FTD or simulator period including brief and debrief.
3 b. one training and/or evaluation event in an aircraft including brief and debrief.
4 c. two complete qualification training oral evaluations.
5 d. a VF(s) and/or an FCF(s), not to exceed 10 hours.
6 e. a day of Company business away from his training center.
7 f. a duty period of up to 13 scheduled hours and 15 actual hours during which an SLI
8 deadheads to and/or from a training location and performs SLI duties.
9 g. a period consisting solely of deadheading to or from a training location.
10 h. service as part of a crew complement for one FTD or simulator period, including brief
11 and debrief.
12 i. up to eight hours (exclusive of meal break) of office duties or special projects (an
13 “office day”).
- 14 Note: An SLI may be required to perform any SLI duties during his office day or
15 additional SLI duties that have arisen on short notice during his SLI duty period. Such
16 SLI will be credited with an additional SLI duty period only if he is required to remain on
17 duty in excess of eight hours (exclusive of meal break).
- 18 210. “Song” means the low fare subsidiary operation, announced by the Company on or about
19 January 8, 2003, and intended to operate in competition with low cost carriers.
- 20 211. “Standard deviation” means an index of variability as set forth in *Robert L. Winkler and*
21 *William L. Hays, Statistics, Probability, Inference and Decision, 164-5 (2d Ed. 1975)*.
- 22 212. “Standing bid” means a pilot’s order of category preferences, as they exist in DBMS, for
23 AEs, MDs, and VDs. A pilot’s category preferences may include:
24 a. a minimum acceptable relative seniority ranking (by number or percentage) in the
25 category (including his own category),
26 b. a specification for “regular line only”, or
27 c. his willingness to be displaced in lieu of a pilot who is junior to him and in his
28 category.
- 29 213. “Status” means a pilot’s rank as Captain or First Officer.
- 30 214. “Subsidiary” means any entity that is controlled by another entity.
- 31 215. “Sufficient qualifications” means the requirements imposed by law and this PWA to
32 enter training or serve as a pilot for Delta Air Lines, Inc.
- 33 216. “Supplemental Annuity Plan” means the Delta Pilots Supplemental Annuity Plan,
34 Effective July 1, 1996, as amended.
- 35 217. “Supplemental vacation” means the vacation days that a pilot receives (for use in the
36 current or following vacation year) due to being inversely assigned into an X-day(s)
37 (**Section 23 S. 16.**).
- 38 218. “Survivor” or “eligible survivor” means an individual who is entitled to receive monthly
39 income survivor benefits under the D&S Plan, but only for so long as such person is
40 eligible for such benefits. After January 1, 2008 “survivor” or “eligible survivor” means
41 the spouse or child of the deceased pilot/pilot retiree, who would be eligible for benefits
42 under the D&S Plan in effect on June 1, 2006.
- 43 219. “Targeted line value” (TLV) means a 12 bid period rolling average of the ALV.

Section 2 – Definitions and Glossary

- 1 230. “Time away from base” means the period beginning with report at base and ending upon
2 release at base.
3 Exception: The “time away from base” of a pilot who is assigned to training away from
4 base will end at block-in at his base.
- 5 231. “Total projected costs” for the DPMP for each calendar year will be determined by an
6 actuary selected by the Company and will be developed from the combined experience of
7 a population composed of all of the Company's active employees participating in medical
8 and dental plans excluding HMOs and fully insured options. The Company's actuary will
9 use reasonable actuarial assumptions and methods that are designed to determine such
10 total projected costs in the actuary's best professional judgment. By June 15th of each
11 year, the Company will provide to the Association the actuary's detailed preliminary
12 determination of what the total projected costs will be for the following calendar year.
13 The Association may provide comments on such analysis by July 7th, and the Company's
14 actuary will consider such comments in making its final determination of total projected
15 costs.
- 16 232. “Training” means a Company-sponsored program of instruction and/or evaluation
17 required by the Company or FARs (e.g., qualification training, CQ, distributed training).
- 18 233. “Training day(s)” means a day(s) in which a pilot is scheduled to:
19 a. attend continuous training.
20 b. travel between his base and the training location.
- 21 234. “Trans-oceanic duty period” means a duty period that contains an ocean crossing
22 (including deadheading).
- 23 235. “Unanticipated accident leave” means accident leave for the current or subsequent bid
24 period that is reported to the Company by a pilot after the line award for the bid period.
- 25 236. “Unanticipated sick leave” means sick leave for the current or subsequent bid period that
26 is reported to the Company by a pilot after the line award for the bid period.
- 27 237. “Unassigned pilot” means a pilot in excess of PWA staffing requirements who is
28 assigned to an aircraft type and base but does not currently hold a status.
- 29 238. “United States” means the United States and its possessions and territories including but
30 not limited to the Commonwealth of Puerto Rico.
- 31 239. “Vacation bank hours” means the hours in a pilot’s vacation bank. Such vacation bank
32 hours will be equal to 3:15 (3:00 effective April 1, 2007) for each day of a pilot’s earned
33 vacation, together with purchased and supplemental vacation for use in the current
34 vacation year.
- 35 240. “Vacation period” means a portion(s) of the combination of a pilot’s earned, purchased
36 and supplemental vacation that is designated by the pilot as:
37 a. primary,
38 b. secondary,
39 c. tertiary, or
40 d. quaternary.
- 41 241. “Vacation year” means the period that begins on April 1st each year and ends on the
42 following March 31st.

Section 2 – Definitions and Glossary

- 1 242. “Verification flight” (VF) means flying that is performed to determine whether a
2 maintenance repair action has successfully resolved the pertinent problem, provided such
3 flying does not involve:
4 a. the planned use of abnormal or special checklists, or
5 b. determinations of the airworthiness of major system items or troubleshooting.
- 6 243. “Western D-Plan” means the Western Air Lines Pilots Defined Benefit Plan (D Plan), as
7 amended.
- 8 245. “White slip” means a request by a regular pilot to be awarded open time under
9 **Section 23 P.**
- 10 246. “Window of circadian low” (WOCL) means 0101 to 0459 (pilot’s base time).
- 11 247. “Within days-of-availability groupings” means an order of assigning open time under
12 **Section 23 N. or O.** to reserve pilots based upon a comparison between each pilot’s days-
13 of-availability and the length of the rotation.
- 14 248. “Within least disruption groupings” means an order of assigning open time to reserve
15 pilots for whom such assignment would extend into their regular line and conflict with a
16 rotation(s). Such pilots will be sequenced for assignment by least number of rotation
17 days to be dropped.
- 18 249. “Within least intrusion groupings” means an order of assigning open time to reserve
19 pilots for whom such assignment would extend into their regular line days-off, but would
20 not extend into a rotation(s). Such pilots will be sequenced for assignment by least
21 number of days interrupted.
- 22 250. “X-day” means a 24-hour duty-free period at a pilot’s base, on a reserve line.
- 23 251. “Year” means a calendar year.
- 24 252. “Yellow slip” means a request by a reserve pilot to:
25 a. lower his RAW value by 15 points,
26 b. become first in sequence for conversion, at the discretion of the Company, to short
27 call, (in seniority order among pilots submitting yellow slips for conversion to short
28 call), or
29 c. waive his X-day(s) contingent on being awarded a rotation.

31 B. Acronyms

- 32
- 33 1. “ACARS” – Automated Communication and Reporting System
34 2. “AE” - Advance Entitlement.
35 3. “ALPA” – Air Line Pilots Association, International
36 4. “ALV” - Average Line Value
37 5. “AME” - Aviation Medical Examiner
38 6. “AQP” - Advanced Qualification Program.
39 7. “APD” – Authorized Personal Drop or Aircrew Program Designee
40 8. “ATP” – Airline Transport Pilot
41 9. “CME” – Company Medical Examiner
42 10. “COBRA” - Consolidated Omnibus Budget Reconciliation Act
43 11. “COMAT” – Company Material
44 12. “CROC” – Credited Reserve On-Call Day
45 13. “CQ” - Continuing Qualification Training
46 14. “CVR” - Cockpit Voice Recorder

Section 2 – Definitions and Glossary

- 1 15. “D&S Plan” – Delta Pilots Disability and Survivorship Plan
- 2 16. “DBMS” – Data Base Management System
- 3 17. “DHS” – Director of Health Services
- 4 18. “DPA” – Duty Period Average
- 5 19. “DPAC” – Delta Pilots Assistance Committee
- 6 20. “DPMP” – Delta Pilots Medical Plan
- 7 21. “FAA” –Federal Aviation Administration
- 8 22. “FAM” – Flight Advisory Message
- 9 23. “FAR” - Federal Aviation Regulation
- 10 24. “FCF” – Functional Check Flight
- 11 25. “FICA” - Federal Insurance Contributions Act
- 12 26. “FOQA” - Flight Operations Quality Assurance
- 13 27. “FSA” - Flexible Spending Account
- 14 28. “FTD” – Flight Training Device
- 15 29. “GS” - Green Slip
- 16 30. “GSWC” - Green Slip With Conflict
- 17 31. “HMO” - Health Maintenance Organization
- 18 32. “IA” – Inverse Assignment
- 19 33. “IAWC” – Inverse Assignment With Conflict
- 20 34. “IOE” - Initial Operating Experience
- 21 35. “IROPS” – Irregular Operations
- 22 36. “IRS” – Internal Revenue Service
- 23 37. “JSA” – Jump Seat Authority
- 24 38. “LCA” – Line Check Airman
- 25 39. “LCP” – Line Check Pilot
- 26 40. “LCW” – Line Construction Window
- 27 41. “LOE” – Line Operational Evaluation
- 28 42. “LTD” - Long Term Disability
- 29 43. “MD” – Mandatory Displacement
- 30 44. “MEC” – Master Executive Council
- 31 45. “MLOA” – Military Leave of Absence
- 32 46. “MPPP” - Delta Pilots Money Purchase Pension Plan
- 33 47. “MRO” - Medical Review Officer
- 34 48. “NME” - Neutral Medical Examiner
- 35 49. “NSLI” – Non-Seniority List Instructor
- 36 50. “NTSB” – National Transportation Safety Board
- 37 51. “OE” - Operating Experience
- 38 52. “OSS” – Operations Support System
- 39 53. “PBS” - Preferential Bidding System
- 40 54. “PCP” – Proficiency Check Pilot
- 41 55. “PCS” – Pilot Change Schedule
- 42 56. “PD” – Personal Drop
- 43 57. “PDS” – Personal Drop Sick
- 44 58. “PME” – Pilot Medical Examiner
- 45 59. “PMX” - Plan Medical Examiner
- 46 60. “PS” – Positive Space

Section 2 – Definitions and Glossary

- 1 61. “PTIX” – Pre-Tax Income
- 2 62. “PWA” – Pilot Working Agreement
- 3 63. “QPD” – Qualified Personal Drop
- 4 64. “RAW” – Reserve Assignment Weighting
- 5 65. “RUO” – Reserve Utilization Order
- 6 66. “SAQ” - Special Airport Qualification
- 7 67. “SLI” – Seniority List Instructor
- 8 68. “SPC” – Strategic Planning Committee
- 9 69. “SVP” – Senior Vice President
- 10 70. “TLV” - Targeted Line Value
- 11 71. “VD” – Voluntary Displacement
- 12 72. “VF” – Verification Flight
- 13 73. “VPN” – Virtual Private Network
- 14 74. “VRU” – Voice Response Unit
- 15 75. “WOCL” – Window of Circadian Low
- 16 76. “XCM” – Extra Crew Member

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

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 does not include periods during which a pilot remains
7 on furlough due to his decision to bypass recall.
- 8 10. “Operating margin” means, for any calendar year, the ratio of the Company’s
9 consolidated operating income to the Company’s consolidated revenues. The
10 Company’s consolidated operating income and consolidated revenues will be
11 calculated in accordance with Generally Accepted Accounting Principles in the
12 United States and as reported in the Company’s public securities filings except
13 that operating income will exclude: a) all restructuring charges and expenses
14 related to the Company’s Chapter 11 cases, b) all asset write downs related to
15 long term assets, c) gains or losses with respect to employee equity securities and
16 d) gains or losses with respect to extraordinary, one-time or non-recurring events.
- 17 11. “Pre-tax income” (PTIX) means, for any calendar year, the Company’s
18 consolidated pre-tax income calculated in accordance with Generally Accepted
19 Accounting Principles in the United States and as reported in the Company’s
20 public securities filings but excluding: a) the line item entitled “Reorganization
21 Items, Net” as reported in the statement of income, b) all asset write downs
22 related to long term assets, c) gains or losses with respect to employee equity
23 securities, d) gains or losses with respect to extraordinary, one-time or non-
24 recurring events, and e) expense accrued with respect to the profit sharing plan.
25

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 June 1, 2006, composite hourly pay rates will be as follows:

Capt	12 YR	11 YR	10 YR	9 YR	8 YR	7 YR	6 YR	5 YR	4 YR	3 YR	2 YR	1 YR
B-777	185.53	184.13	182.75	181.36	179.96	178.57	177.19	175.79	174.40	173.01	171.62	170.23
B-767-400ER	175.24	173.93	172.62	171.30	169.99	168.67	167.36	166.05	164.73	163.42	162.10	160.79
B-767-300ER	155.29	153.70	152.07	150.46	149.40	148.17	147.07	145.94	144.72	143.55	142.38	141.19
B767-300	155.29	153.70	152.07	150.46	149.40	148.17	147.07	145.94	144.72	143.55	142.38	141.19
B767-200	155.29	153.70	152.07	150.46	149.40	148.17	147.07	145.94	144.72	143.55	142.38	141.19
B757	155.29	153.70	152.07	150.46	149.40	148.17	147.07	145.94	144.72	143.55	142.38	141.19
B737-900	149.67	148.54	147.40	146.28	145.13	144.02	142.89	141.75	140.62	139.48	138.37	137.31
B737-800	148.92	147.81	146.68	145.57	144.45	143.34	142.23	141.11	139.99	138.86	137.76	136.71
MD-90	141.11	139.57	138.01	136.46	135.43	134.30	133.20	132.12	130.94	129.81	128.70	127.52
MD-88	137.80	136.14	134.57	132.90	131.88	130.71	129.54	128.38	127.17	125.96	124.83	123.75
B737-300G	134.00	133.01	131.99	130.98	129.98	128.97	127.97	126.95	125.96	124.96	123.94	123.02
B737-700/300/200	134.00	133.01	131.99	130.98	129.98	128.97	127.97	126.95	125.96	124.96	123.94	123.02
EMB - 195	112.50	111.67	110.81	109.96	109.13	108.28	107.44	106.58	105.75	104.91	104.05	103.28
EMB-190/CRJ-900	95.70	94.99	94.26	93.54	92.83	92.11	91.39	90.67	89.96	89.24	88.52	87.86

Section 3 - Compensation

a. June 1, 2006, composite hourly pay rates (continued)

First Officer	12 YR	11 YR	10 YR	9 YR	8 YR	7 YR	6 YR	5 YR	4 YR	3 YR	2 YR	1 YR
B-777	126.72	125.58	124.45	122.78	121.47	118.75	115.53	112.68	110.05	107.44	91.82	48.16
B-767-400ER	119.69	118.62	117.55	115.97	114.74	112.17	109.12	106.44	103.94	101.48	86.72	48.16
B-767-300ER	106.06	104.82	103.56	101.86	100.85	98.53	95.89	93.55	91.32	89.14	76.17	48.16
B767-300	106.06	104.82	103.56	101.86	100.85	98.53	95.89	93.55	91.32	89.14	76.17	48.16
B767-200	106.06	104.82	103.56	101.86	100.85	98.53	95.89	93.55	91.32	89.14	76.17	48.16
B757	106.06	104.82	103.56	101.86	100.85	98.53	95.89	93.55	91.32	89.14	76.17	48.16
B737-900	102.22	101.30	100.38	99.03	97.96	95.77	93.16	90.86	88.73	86.62	74.03	48.16
B737-800	101.71	100.81	99.89	98.55	97.50	95.32	92.73	90.45	88.33	86.23	73.70	48.16
MD-90	96.38	95.19	93.98	92.38	91.42	89.31	86.85	84.69	82.62	80.61	68.85	48.16
MD-88	94.12	92.85	91.64	89.97	89.02	86.92	84.46	82.29	80.24	78.22	66.78	48.16
B737-300G	91.52	90.71	89.89	88.67	87.74	85.77	83.44	81.37	79.48	77.60	66.31	48.16
B737-700/300/200	91.52	90.71	89.89	88.67	87.74	85.77	83.44	81.37	79.48	77.60	66.31	48.16
EMB - 195	76.84	76.16	75.46	74.44	73.66	72.01	70.05	68.32	66.73	65.15	55.67	48.16
EMB-190/CRJ-900	65.36	64.79	64.19	63.33	62.66	61.25	59.59	58.12	56.76	55.42	48.16	48.16

Section 3 - Compensation

b. Effective January 1, 2007, composite hourly pay rates will be as follows:

Capt	12 YR	11 YR	10 YR	9 YR	8 YR	7 YR	6 YR	5 YR	4 YR	3 YR	2 YR	1 YR
B-777	188.31	186.89	185.49	184.08	182.66	181.25	179.85	178.43	177.02	175.61	174.19	172.78
B-767-400ER	177.87	176.54	175.21	173.87	172.54	171.20	169.87	168.54	167.20	165.87	164.53	163.20
B-767-300ER	157.62	156.01	154.35	152.72	151.64	150.39	149.28	148.13	146.89	145.70	144.52	143.31
B767-300	157.62	156.01	154.35	152.72	151.64	150.39	149.28	148.13	146.89	145.70	144.52	143.31
B767-200	157.62	156.01	154.35	152.72	151.64	150.39	149.28	148.13	146.89	145.70	144.52	143.31
B757	157.62	156.01	154.35	152.72	151.64	150.39	149.28	148.13	146.89	145.70	144.52	143.31
B737-900	151.92	150.77	149.61	148.47	147.31	146.18	145.03	143.88	142.73	141.57	140.45	139.37
B737-800	151.15	150.03	148.88	147.75	146.62	145.49	144.36	143.23	142.09	140.94	139.83	138.76
MD-90	143.23	141.66	140.08	138.51	137.46	136.31	135.20	134.10	132.90	131.76	130.63	129.43
MD-88	139.87	138.18	136.59	134.89	133.86	132.67	131.48	130.31	129.08	127.85	126.70	125.61
B737-300G	136.01	135.01	133.97	132.94	131.93	130.90	129.89	128.85	127.85	126.83	125.80	124.87
B737-700/300/200	136.01	135.01	133.97	132.94	131.93	130.90	129.89	128.85	127.85	126.83	125.80	124.87
EMB - 195	114.19	113.35	112.48	111.61	110.76	109.90	109.05	108.18	107.34	106.48	105.62	104.84
EMB-190/CRJ-900	97.14	96.43	95.68	94.95	94.23	93.49	92.77	92.03	91.31	90.58	89.85	89.18

Section 3 - Compensation

b. January 1, 2007, composite hourly pay rates (continued)

First Officer	12 YR	11 YR	10 YR	9 YR	8 YR	7 YR	6 YR	5 YR	4 YR	3 YR	2 YR	1 YR
B-777	128.62	127.46	126.32	124.62	123.30	120.53	117.26	114.37	111.70	109.05	93.19	48.88
B-767-400ER	121.49	120.40	119.32	117.71	116.46	113.85	110.76	108.03	105.50	103.01	88.02	48.88
B-767-300ER	107.65	106.40	105.11	103.39	102.36	100.01	97.33	94.95	92.69	90.48	77.32	48.88
B767-300	107.65	106.40	105.11	103.39	102.36	100.01	97.33	94.95	92.69	90.48	77.32	48.88
B767-200	107.65	106.40	105.11	103.39	102.36	100.01	97.33	94.95	92.69	90.48	77.32	48.88
B757	107.65	106.40	105.11	103.39	102.36	100.01	97.33	94.95	92.69	90.48	77.32	48.88
B737-900	103.76	102.83	101.88	100.51	99.43	97.21	94.56	92.23	90.06	87.91	75.14	48.88
B737-800	103.24	102.32	101.39	100.03	98.97	96.75	94.12	91.81	89.66	87.52	74.81	48.88
MD-90	97.83	96.61	95.39	93.77	92.79	90.65	88.15	85.96	83.86	81.82	69.89	48.88
MD-88	95.53	94.24	93.02	91.32	90.36	88.23	85.72	83.53	81.45	79.39	67.78	48.88
B737-300G	92.89	92.08	91.23	90.00	89.05	87.05	84.69	82.59	80.67	78.76	67.30	48.88
B737-700/300/200	92.89	92.08	91.23	90.00	89.05	87.05	84.69	82.59	80.67	78.76	67.30	48.88
EMB - 195	77.99	77.30	76.60	75.56	74.76	73.08	71.10	69.34	67.73	66.12	56.51	48.88
EMB-190/CRJ-900	66.35	65.77	65.16	64.28	63.61	62.17	60.49	58.99	57.62	56.25	48.88	48.88

Section 3 - Compensation

c. Effective January 1, 2008, composite hourly pay rates will be the greater of the following:

1)

Capt	12 YR	11 YR	10 YR	9 YR	8 YR	7 YR	6 YR	5 YR	4 YR	3 YR	2 YR	1 YR
B-777	191.13	189.69	188.27	186.84	185.40	183.97	182.55	181.11	179.68	178.24	176.80	175.37
B-767-400ER	180.54	179.19	177.84	176.48	175.13	173.77	172.42	171.07	169.71	168.36	167.00	165.65
B-767-300ER	159.98	158.35	156.67	155.01	153.91	152.65	151.52	150.35	149.09	147.89	146.69	145.46
B767-300	159.98	158.35	156.67	155.01	153.91	152.65	151.52	150.35	149.09	147.89	146.69	145.46
B767-200	159.98	158.35	156.67	155.01	153.91	152.65	151.52	150.35	149.09	147.89	146.69	145.46
B757	159.98	158.35	156.67	155.01	153.91	152.65	151.52	150.35	149.09	147.89	146.69	145.46
B737-900	154.20	153.03	151.85	150.70	149.52	148.37	147.21	146.04	144.87	143.69	142.56	141.46
B737-800	153.42	152.28	151.11	149.97	148.82	147.67	146.53	145.38	144.22	143.05	141.93	140.84
MD-90	145.38	143.78	142.18	140.59	139.52	138.35	137.23	136.11	134.89	133.74	132.59	131.37
MD-88	141.97	140.25	138.64	136.91	135.87	134.66	133.45	132.26	131.02	129.77	128.60	127.49
B737-300G	138.05	137.04	135.98	134.93	133.91	132.86	131.84	130.78	129.77	128.73	127.69	126.74
B737-700/300/200	138.05	137.04	135.98	134.93	133.91	132.86	131.84	130.78	129.77	128.73	127.69	126.74
EMB - 195	115.90	115.05	114.16	113.28	112.42	111.54	110.69	109.80	108.95	108.08	107.20	106.40
EMB-190/CRJ-900	98.60	97.88	97.12	96.37	95.64	94.89	94.16	93.41	92.69	91.94	91.20	90.52

or,

2) the composite hourly pay rates determined by increasing the January 1, 2007 composite hourly pay rates by 0.5% for each 0.25% that operating margin for 2007 exceeds 6.0%.

Note: Increases to composite hourly pay rates will not exceed 6.0%.

Section 3 - Compensation

1) January 1, 2008, composite hourly pay rates (continued)

First Officer	12 YR	11 YR	10 YR	9 YR	8 YR	7 YR	6 YR	5 YR	4 YR	3 YR	2 YR	1 YR
B-777	130.54	129.37	128.21	126.49	125.15	122.34	119.02	116.09	113.38	110.69	94.59	49.61
B-767-400ER	123.31	122.21	121.11	119.48	118.21	115.56	112.42	109.66	107.09	104.55	89.35	49.61
B-767-300ER	109.27	107.99	106.69	104.94	103.89	101.51	98.79	96.37	94.08	91.84	78.48	49.61
B767-300	109.27	107.99	106.69	104.94	103.89	101.51	98.79	96.37	94.08	91.84	78.48	49.61
B767-200	109.27	107.99	106.69	104.94	103.89	101.51	98.79	96.37	94.08	91.84	78.48	49.61
B757	109.27	107.99	106.69	104.94	103.89	101.51	98.79	96.37	94.08	91.84	78.48	49.61
B737-900	105.32	104.37	103.41	102.02	100.93	98.67	95.98	93.61	91.41	89.23	76.27	49.61
B737-800	104.79	103.85	102.91	101.53	100.45	98.20	95.54	93.19	91.00	88.83	75.93	49.61
MD-90	99.29	98.06	96.82	95.18	94.18	92.00	89.47	87.25	85.12	83.05	70.94	49.61
MD-88	96.97	95.65	94.41	92.69	91.71	89.55	87.01	84.78	82.67	80.59	68.80	49.61
B737-300G	94.29	93.46	92.60	91.35	90.39	88.35	85.96	83.83	81.88	79.94	68.31	49.61
B737-700/300/200	94.29	93.46	92.60	91.35	90.39	88.35	85.96	83.83	81.88	79.94	68.31	49.61
EMB - 195	79.16	78.46	77.74	76.69	75.88	74.17	72.17	70.38	68.75	67.12	57.35	49.61
EMB-190/CRJ-900	67.34	66.75	66.14	65.24	64.56	63.10	61.39	59.88	58.49	57.09	49.61	49.61

or,

2) the composite hourly pay rates determined by increasing the January 1, 2007 composite hourly pay rates by 0.5% for each 0.25% that operating margin for 2007 exceeds 6.0%.

Note: Increases to composite hourly pay rates will not exceed 6.0%.

Section 3 - Compensation

d. Effective January 1, 2009, composite hourly pay rates will be the greater of the following:

1)

Capt	12 YR	11 YR	10 YR	9 YR	8 YR	7 YR	6 YR	5 YR	4 YR	3 YR	2 YR	1 YR
B-777	194.00	192.54	191.09	189.64	188.18	186.73	185.29	183.83	182.38	180.91	179.45	178.00
B-767-400ER	183.25	181.88	180.51	179.13	177.76	176.38	175.01	173.64	172.26	170.89	169.51	168.13
B-767-300ER	162.38	160.73	159.02	157.34	156.22	154.94	153.79	152.61	151.33	150.11	148.89	147.64
B767-300	162.38	160.73	159.02	157.34	156.22	154.94	153.79	152.61	151.33	150.11	148.89	147.64
B767-200	162.38	160.73	159.02	157.34	156.22	154.94	153.79	152.61	151.33	150.11	148.89	147.64
B757	162.38	160.73	159.02	157.34	156.22	154.94	153.79	152.61	151.33	150.11	148.89	147.64
B737-900	156.51	155.33	154.13	152.96	151.76	150.60	149.42	148.23	147.04	145.85	144.70	143.58
B737-800	155.72	154.56	153.38	152.22	151.05	149.89	148.73	147.56	146.38	145.20	144.06	142.95
MD-90	147.56	145.94	144.31	142.70	141.61	140.43	139.29	138.15	136.91	135.75	134.58	133.34
MD-88	144.10	142.35	140.72	138.96	137.91	136.68	135.45	134.24	132.99	131.72	130.53	129.40
B737-300G	140.12	139.10	138.02	136.95	135.92	134.85	133.82	132.74	131.72	130.66	129.61	128.64
B737-700/300/200	140.12	139.10	138.02	136.95	135.92	134.85	133.82	132.74	131.72	130.66	129.61	128.64
EMB - 195	117.64	116.78	115.88	114.98	114.11	113.22	112.35	111.44	110.59	109.70	108.82	108.00
EMB-190/CRJ-900	100.08	99.35	98.58	97.82	97.08	96.32	95.58	94.81	94.08	93.32	92.57	91.88

or,

2) the composite hourly pay rates determined by adjusting the composite hourly pay rates effective January 1, 2008 by 0.5% for each 0.25% that operating margin for 2008 is above or below 6.0%.

Note: Increases to composite hourly pay rates will not exceed 6.0%.

Section 3 - Compensation

1) January 1, 2009, composite hourly pay rates (continued)

First Officer	12 YR	11 YR	10 YR	9 YR	8 YR	7 YR	6 YR	5 YR	4 YR	3 YR	2 YR	1 YR
B-777	132.50	131.31	130.13	128.39	127.02	124.18	120.81	117.84	115.08	112.35	96.01	50.35
B-767-400ER	125.16	124.04	122.93	121.27	119.99	117.29	114.11	111.30	108.70	106.12	90.69	50.35
B-767-300ER	110.91	109.62	108.29	106.52	105.45	103.04	100.27	97.82	95.49	93.22	79.66	50.35
B767-300	110.91	109.62	108.29	106.52	105.45	103.04	100.27	97.82	95.49	93.22	79.66	50.35
B767-200	110.91	109.62	108.29	106.52	105.45	103.04	100.27	97.82	95.49	93.22	79.66	50.35
B757	110.91	109.62	108.29	106.52	105.45	103.04	100.27	97.82	95.49	93.22	79.66	50.35
B737-900	106.90	105.94	104.96	103.55	102.44	100.15	97.42	95.02	92.78	90.57	77.41	50.35
B737-800	106.36	105.41	104.45	103.05	101.96	99.68	96.97	94.59	92.37	90.17	77.07	50.35
MD-90	100.78	99.53	98.28	96.61	95.59	93.39	90.82	88.55	86.39	84.30	72.00	50.35
MD-88	98.42	97.08	95.83	94.08	93.09	90.89	88.31	86.05	83.92	81.80	69.83	50.35
B737-300G	95.70	94.87	93.99	92.72	91.75	89.68	87.25	85.09	83.12	81.14	69.34	50.35
B737-700/300/200	95.70	94.87	93.99	92.72	91.75	89.68	87.25	85.09	83.12	81.14	69.34	50.35
EMB - 195	80.35	79.64	78.91	77.84	77.02	75.29	73.25	71.43	69.78	68.12	58.22	50.35
EMB-190/CRJ-900	68.35	67.76	67.13	66.22	65.53	64.05	62.32	60.77	59.36	57.95	50.35	50.35

or,

2) the composite hourly pay rates determined by adjusting the composite hourly pay rates effective January 1, 2008 by 0.5% for each 0.25% that operating margin for 2008 is above or below 6.0%.

Note: Increases to composite hourly pay rates will not exceed 6.0%.

Section 3 - Compensation

e. Effective December 31, 2009, the composite hourly pay rates will be the greater of the following:

1)

Capt	12 YR	11 YR	10 YR	9 YR	8 YR	7 YR	6 YR	5 YR	4 YR	3 YR	2 YR	1 YR
B-777	195.94	194.47	193.00	191.54	190.06	188.60	187.14	185.67	184.20	182.72	181.24	179.78
B-767-400ER	185.08	183.70	182.32	180.92	179.54	178.14	176.76	175.38	173.98	172.60	171.21	169.81
B-767-300ER	164.00	162.34	160.61	158.91	157.78	156.49	155.33	154.14	152.84	151.61	150.38	149.12
B767-300	164.00	162.34	160.61	158.91	157.78	156.49	155.33	154.14	152.84	151.61	150.38	149.12
B767-200	164.00	162.34	160.61	158.91	157.78	156.49	155.33	154.14	152.84	151.61	150.38	149.12
B757	164.00	162.34	160.61	158.91	157.78	156.49	155.33	154.14	152.84	151.61	150.38	149.12
B737-900	158.08	156.88	155.67	154.49	153.28	152.11	150.91	149.71	148.51	147.31	146.15	145.02
B737-800	157.28	156.11	154.91	153.74	152.56	151.39	150.22	149.04	147.84	146.65	145.50	144.38
MD-90	149.04	147.40	145.75	144.13	143.03	141.83	140.68	139.53	138.28	137.11	135.93	134.67
MD-88	145.54	143.77	142.13	140.35	139.29	138.05	136.80	135.58	134.32	133.04	131.84	130.69
B737-300G	141.52	140.49	139.40	138.32	137.28	136.20	135.16	134.07	133.04	131.97	130.91	129.93
B737-700/300/200	141.52	140.49	139.40	138.32	137.28	136.20	135.16	134.07	133.04	131.97	130.91	129.93
EMB - 195	118.82	117.95	117.04	116.13	115.25	114.35	113.47	112.55	111.70	110.80	109.91	109.08
EMB-190/CRJ-900	101.08	100.34	99.57	98.80	98.05	97.28	96.54	95.76	95.02	94.25	93.50	92.80

or,

2) the composite hourly pay rates determined by increasing the composite hourly pay rates in effect on January 1, 2009 by 1.0%.

Section 3 - Compensation

1) December 31, 2009, the composite hourly pay rates (continued)

First Officer	12 YR	11 YR	10 YR	9 YR	8 YR	7 YR	6 YR	5 YR	4 YR	3 YR	2 YR	1 YR
B-777	133.83	132.63	131.43	129.67	128.29	125.42	122.02	119.01	116.23	113.47	96.96	50.85
B-767-400ER	126.41	125.28	124.16	122.48	121.19	118.46	115.25	112.42	109.78	107.18	91.60	50.85
B-767-300ER	112.01	110.72	109.38	107.58	106.50	104.07	101.28	98.80	96.44	94.15	80.45	50.85
B767-300	112.01	110.72	109.38	107.58	106.50	104.07	101.28	98.80	96.44	94.15	80.45	50.85
B767-200	112.01	110.72	109.38	107.58	106.50	104.07	101.28	98.80	96.44	94.15	80.45	50.85
B757	112.01	110.72	109.38	107.58	106.50	104.07	101.28	98.80	96.44	94.15	80.45	50.85
B737-900	107.97	106.99	106.01	104.59	103.46	101.15	98.39	95.96	93.71	91.48	78.19	50.85
B737-800	107.42	106.47	105.49	104.08	102.98	100.67	97.94	95.53	93.29	91.07	77.84	50.85
MD-90	101.79	100.53	99.26	97.58	96.55	94.32	91.72	89.44	87.25	85.15	72.72	50.85
MD-88	99.40	98.05	96.79	95.02	94.02	91.80	89.19	86.91	84.76	82.62	70.53	50.85
B737-300G	96.66	95.81	94.93	93.64	92.66	90.57	88.12	85.94	83.95	81.95	70.04	50.85
B737-700/300/200	96.66	95.81	94.93	93.64	92.66	90.57	88.12	85.94	83.95	81.95	70.04	50.85
EMB - 195	81.15	80.44	79.70	78.62	77.79	76.04	73.98	72.14	70.48	68.81	58.80	50.85
EMB-190/CRJ-900	69.04	68.43	67.81	66.89	66.18	64.69	62.94	61.38	59.96	58.53	50.85	50.85

or,

2) the composite hourly pay rates determined by increasing the composite hourly pay rates in effect on January 1, 2009 by 1.0%.

Section 3 - Compensation

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- f. Examples:
Assume a starting composite hourly rate of \$100.00.

Example 1:				
2007 OM:		8.0%		
2008 OM:		8.0%		
Effective Date	Minimum Pay Rate	Variable Incr/(Decr)	Variable Pay Calculation	Final Pay Rate
1-Jun-06	100.00			100.00
2007	101.50			101.50
2008	103.02	4.0%	105.56	105.56
2009	104.57	4.0%	109.78	109.78

Example 2:				
2007 OM:		6.5%		
2008 OM:		8.0%		
Effective Date	Minimum Pay Rate	Variable Incr/(Decr)	Variable Pay Calculation	Final Pay Rate
1-Jun-06	100.00			100.00
2007	101.50			101.50
2008	103.02	1.0%	102.52	103.02
2009	104.57	4.0%	107.14	107.14

Example 3:				
2007 OM:		8.0%		
2008 OM:		5.5%		
Effective Date	Minimum Pay Rate	Variable Incr/(Decr)	Variable Pay Calculation	Final Pay Rate
1-Jun-06	100.00			100.00
2007	101.50			101.50
2008	103.02	4.0%	105.56	105.56
2009	104.57	-1.0%	104.50	104.57

Example 4:				
2007 OM:		5.0%		
2008 OM:		8.3%		
Effective Date	Minimum Pay Rate	Variable Incr/(Decr)	Variable Pay Calculation	Final Pay Rate
1-Jun-06	100.00			100.00
2007	101.50			101.50
2008	103.02	-2.0%	99.47	103.02
2009	104.57	4.5%	107.66	107.66

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- Note: The adjusted pay tables will be distributed electronically by the Company as soon as practicable after each adjustment date. The Company will review each such adjusted pay table with the Association prior to distribution.
3. A regular pilot who flies an aircraft model other than that shown on his line will have his pay computed at the rate of the aircraft model flown.

Section 3 - Compensation

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

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

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

31 Note: This provision will be effective on November 11, 2004, and will terminate on
32 December 31, 2009.

33 Exception: Each year, the bonus or lump sum due a pilot under this provision will be
34 decreased by the annual hourly pay received by the pilot attributable to the increase in
35 composite hourly pay rates set forth in **Section 3 B**. For example, if a pilot is otherwise
36 entitled to a \$2000 bonus under this provision for 2008 and he received a 2.0% increase
37 in composite hourly pay rates in 2008 that equaled \$1600 in annual earnings, he would
38 receive \$2000 minus \$1600 or \$400.

39 40 C. International Pay

41
42 International pay is:

43 Captain \$5.00
44 First Officer \$3.00

Section 3 - Compensation

1 D. Entry Level Pilot Pay

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3 An entry level pilot will be paid at the rate of \$2750.00 per month.
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5 E. New Aircraft Models

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7 1. The Company will give the Association notice of its intention to introduce a new aircraft
8 model at least six months prior to the projected scheduled revenue service date, or within
9 30 days after entering into the contract for procurement of the new aircraft model,
10 whichever is later in time. (A new aircraft model is an aircraft model for which no
11 composite hourly pay rate exists in the pay tables set forth in **Section 3 B.**)
12 2. The parties will meet within 15 days following written request by either party to negotiate
13 an agreement setting forth the rates of pay and work rules for such new aircraft model.
14 3. If such negotiations do not result in agreement executed within 90 days from the date of
15 the parties first meeting, either party may submit the dispute to expedited final and
16 binding interest arbitration before a Five Member System Board of Adjustment under
17 **Section 19**. The award of the Five Member System Board of Adjustment must be
18 rendered within 60 days following submission of the dispute unless the parties agree
19 otherwise.
20 4. In reaching its determination the Five Member System Board of Adjustment will give
21 controlling weight to the mission, rates of pay and work rules applicable to the most
22 closely comparable aircraft models, in terms of speed, passenger capacity, range, fuel
23 economy, and gross weight, at the Company and at the three other largest domestic air
24 carriers (measured in ASMs by aircraft types other than permitted aircraft types as
25 defined in **Section 1 B. 40.**)
26 5. During this process (until implementation of an executed agreement or of the Five
27 Member System Board award), the Company will establish rates of pay and work rules
28 (including any unique transition requirements and aircraft type classification) for affected
29 pilots training for and flying such aircraft, that in its judgment are consistent with the
30 criteria of **Section 3 E. 4**.
31 6. Pilots will undergo training for and fly such new aircraft model in the Company's
32 scheduled and non-scheduled operation without regard to the length of time required to
33 complete this process.
34 7. The initial rates of pay agreed to by the parties or established by the Five Member System
35 Board of Adjustment for such new aircraft model will be effective as of the date of the
36 first conversion into the category (if the aircraft model is determined to be a new aircraft
37 type) or as of its actual revenue service date (if the aircraft model is determined to be part
38 of an existing aircraft type).
39
40

41 F. Date of Rotation

42
43 For pay and credit purposes, the date on which a pilot is scheduled to depart (block-out) on
44 the first flight segment of a rotation will be considered the date on which the rotation was
45 flown.
46

Section 3 - Compensation

1 G. ALPA Claim and ALPA Notes

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3 Provide ALPA Claim and ALPA Notes under LOA #7 (Bankruptcy Protection Covenant).

4

5 H. Monthly Incentive Program

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

9

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.Satisfaction with IROP Recovery 3.Overall Customer Satisfaction: and 4.Completion Factor
Timing of Payment	Earned monthly
Pensionable	Yes

Section 3 - Compensation

1 I. Profit Sharing Plan

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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 \$1.5 billion	15.0%
	Over \$1.5 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 15 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.	

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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-777	e. MD-90/MD-88
b. B-767-400ER	f. B-737-300/200
c. B-767 (all except B-767-400ER)/B-757	g. EMB-190/195
d. B-737-900/800/700/600	h. CRJ-900

- 10 3. "International small-category" means an international category containing fewer than
- 11 1500 scheduled credit hours in a bid period.
- 12 4. "Line" means a pilot's bid period schedule.
- 13 a. "Initial line" means the line awarded/assigned to a pilot via PBS or DBMS.
- 14 b. "Adjusted line" means a pilot's initial line as modified by the line adjustment process.
- 15 c. "Regular line" means a line composed of training, vacation, leaves, rotations and/or
- 16 days-off.
- 17 d. "Reserve line" means a line composed of training, vacation, leaves, reserve on-call
- 18 days and X-days.
- 19 e. "Blank regular line" means a regular line that is constructed without rotations.
- 20 f. "Specially created reserve line" means a reserve line that was not awarded/assigned in
- 21 the initial line awards.
- 22 g. "Requires qualification line" (RQ line) means a line created for a pilot who converted
- 23 into a category, but was not qualified to bid.
- 24 5. "Line adjustment" means the process by which the Company removes a rotation(s) from
- 25 a regular pilot's line for the next bid period, which would otherwise create an FAR and/or
- 26 PWA conflict(s).
- 27 6. "Line guarantee" means a line holder's minimum pay and credit entitlement in a bid
- 28 period.
- 29 7. "Reserve day" means a day on which a reserve pilot is scheduled to be on either an on-
- 30 call day or an X-day.
- 31

32 B. Regular Line Guarantee

- 33
- 34 1. The line guarantee of a regular pilot will be the lesser of:
- 35 a. the scheduled credit of his adjusted line,
- 36 b. 65 credit hours, or
- 37 c. his block hour limitation.
- 38 Exception: A pilot holding a blank regular line is not entitled to a line guarantee.
- 39

Section 4 – Minimum Pay And Credit Guarantees

- 1 2. A regular line guarantee will be computed at the pay rate(s) of the aircraft model(s)
- 2 shown on the pilot's adjusted line. If multiple aircraft models are shown on such line, the
- 3 pilot's line guarantee will be prorated. Such prorate will be based upon the amount of
- 4 scheduled credit for each aircraft model shown on such line.
- 5 3. A regular line guarantee will be reduced by:
- 6 a. pay and credit for a rotation(s) (or a portion thereof) dropped due to an unpaid
- 7 leave(s) of absence (including a personal drop(s)) or furlough, or
- 8 b. the net reduction in pay and credit resulting from a swap(s).
- 9 4. An international small-category pilot who is assigned (i.e., not awarded as the result of a
- 10 bid) a regular line with scheduled credit less than 65 hours will receive a reserve line
- 11 guarantee in lieu of a regular line guarantee.

12 C. Reserve Line Guarantee

- 13 1. The line guarantee of a reserve pilot for credit purposes will be 70 hours, and for pay
- 14 purposes, will be the total dollar value determined as follows:
- 15 a) 70 hours
- 16 *minus*
- 17 b) his accumulated credit in the bid period, the result of which will be
- 18 *multiplied by*
- 19 c) the hourly rate of the highest paying aircraft model that all pilots in his category may
- 20 be required to fly in the bid period, the result of which will be
- 21 *added to*
- 22 d) the dollar value of his accumulated credit in the bid period.

23 Note one: Subject to **Section 4 G.**, the dollar value of the accumulated credit in

24 **Section 4 C. 1. d)**, will be computed at the hourly rate of the highest paying aircraft

25 model that all pilots in his category may be required to fly in the bid period.

26 Note two: International pay for a pilot's flight time flown in international operations

27 in the bid period will be added to the dollar value of the accumulated credit in

28 **Section 4 C. 1. d).**

29 Exception one: A reserve line guarantee will be reduced 1/30th or 1/31st for each vacation

30 day (as provided under **Section 7 G. 2)**) and for each CQ training day (as provided under

31 **Section 11 B. 2.)**.

32 Exception two: A reserve line guarantee will be reduced by 1/18th for each on-call day(s)

33 removed from a pilot's line due to an unpaid leave(s) of absence (including a personal

34 drop(s)) or furlough).

35 Exception three: The reserve line guarantee of a pilot who is unavailable for a reserve

36 assignment due to fatigue while on-call will be reduced by 1/18th of the reserve guarantee

37 for each such day of unavailability (i.e., not the duration of the reserve assignment he was

38 unable to accept).

39 Exception four: The line guarantee of a pilot on an RQ line is a pro rata portion of the

40 ALV for each day of the bid period he is on the RQ line.

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

Section 4 – Minimum Pay And Credit Guarantees

1 D. Line Guarantee-Unassigned Pilots

2
3 The line guarantee of an unassigned pilot will be the reserve guarantee of the lowest paying
4 position listed in **Section 22 B.** for aircraft in revenue service.

5 6 E. Company-Removal Guarantee

- 7
8 1. If the Company removes a regular pilot from a rotation or portion thereof after
9 completion of the line adjustment process for the convenience of the Company, the pilot
10 will receive pay and credit for the scheduled credit of the removed rotation or portion
11 thereof, plus his accumulated credit for any portion of such removed rotation flown. If
12 such rotation included an international operation(s), the pilot will also receive
13 international pay for the scheduled block time or deadhead time of the international
14 operation(s). The phrase “convenience of the Company” does not include:
15 a. a pilot-initiated removal (e.g., absence under **Section 13**, sick or accident leave,
16 vacation, personal drop, Association business, failure to report as scheduled, swap,
17 participation in a grievance or a System Board), or a removal due to,
18 b. IROPS (for pay and credit treatment, see **Section 4 F.**)
19 c. his training (for pay and credit treatment, see **Section 11 B.**)
20 d. his OE - or another pilot’s OE (for pay and credit treatment, see **Section 11 B.** and
21 **Section 23 G. 5.**)
22 e. the removal of a rotation(s) in one bid period caused by an FAR/PWA conflict
23 resulting from a white slip or yellow slip awarded to him in the prior bid period (see
24 **Section 23 P. 7. f. Exception two**, and **Section 23 T. 3. a. 1) Exception two**)
25 f. change or removal of an asterisk rotation (for pay and credit treatment, see
26 **Section 4 F. 6.**)
27 g. low-time pilot pairing (for pay and credit treatment, see **Section 4 F.**)
28 h. a conflict with his reserve assignment (for pay and credit treatment, see
29 **Section 4 E. 2.**)
30 i. a removal from recovery or reroute flying (for pay and credit treatment, see
31 **Section 4 F.**)
32 j. disciplinary suspension
33 k. the removal of a rotation under **Section 23 P. 10. a.** (proffered white slip),
34 **Section 23 P. 13.** (white slip errors and omissions) and **Section 23 Q. 14.** (green slip
35 errors and omissions)
36 l. witness/representative appearance (for pay and credit treatment, see **Section 17 B.**)
37 m. failure to complete training (for pay and credit treatment, see **Section 11 B. 6.** and **7.**)
38 n. failure to meet physical standards (for pay and credit treatment, see **Section 15 C.**)
39 o. failure to be in possession of required FAA and travel documents at report for the first
40 duty period of a rotation (e.g., FAA Medical Certificate, FAA Airman Certificate,
41 passport, visas)
42 p. retirement, death, furlough, or termination.
43 2. A regular pilot who is removed from a rotation due to a conflict with a reserve
44 assignment will receive pay and credit for the greater of the scheduled credit of the
45 rotation removed or the credit accumulated on the regular portion of his line from such
46 reserve assignment.

Section 4 – Minimum Pay And Credit Guarantees

1 F. Rotation Guarantee

2
3 1. After completion of line adjustment, a regular pilot who is unable to fly a rotation or
4 portion thereof that originates on his regular line, due to IROPS or an FAR or PWA
5 conflict, will receive pay and credit for the greater of:

- 6 a. the scheduled credit of such rotation, or
7 b. his accumulated credit for:
8 1) recovery flying under **Section 23 K.**, or
9 2) the rerouted rotation flown under **Section 23 L.**

10 Exception: A pilot who is removed from a rotation due to an FAR and/or PWA conflict
11 created by a white slip or yellow slip award from the prior bid period will not be entitled
12 to a rotation guarantee for such removed rotation (see **Section 23 P. 7. f. Exception two**
13 and **Section 23 T. 3. a. 1) Exception two**).

14 2. A pilot who is eligible for a rotation guarantee may be assigned flying or deadheading
15 under **Section 23 G. 5.**, **Section 23 K.** or **Section 23 L.**

16 3. A pilot who is eligible for a rotation guarantee and is assigned flying under
17 **Section 23 G. 5.**, **Section 23 K.** or **Section 23 L.** may be entitled to lodging. (see
18 **Section 5 E. 1.**)

19 4. The pay and credit of a pilot who is eligible for a rotation guarantee and who has
20 performed recovery or reroute flying will be computed and applied as of the completion
21 date of the rotation flown.

22 5. The pay and credit of a pilot who is eligible for a rotation guarantee for a transition
23 rotation and who has performed:

- 24 a. reroute flying, will be computed and applied as of the completion date of the rotation
25 flown. If the pilot is on reserve on such completion date, the rotation guarantee will
26 be offset against his reserve guarantee.
27 b. recovery flying will be computed and applied:
28 1) as of the scheduled dates of his original rotation, if the pay and credit of his
29 recovery flying is less than that of the original rotation, and
30 2) as of the completion date of the recovery flying, if the pay and credit of his
31 recovery flying is more than that of the original rotation.

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

38 6. Asterisk Rotations – The rotation guarantee of an asterisk rotation will be based on the
39 portion of the rotation (as originally published in the bid package) that is contained within
40 the bid period.

Section 4 – Minimum Pay And Credit Guarantees

- 1 7. For purposes of a rotation guarantee, a rotation(s) added to a regular pilot's line as the
2 result of **Section 4 F. 7. a. - e.**, will be part of his regular line:
 - 3 a. inverse assignment with or without conflict under **Section 23 N.** or **O.**,
 - 4 b. swap with the pot under **Section 23 H.**,
 - 5 c. white slips under **Section 23 P.**,
 - 6 d. green slips or green slips with conflict under **Section 23 Q.**,
 - 7 e. a rotation swap between regular pilots.

8 9 G. Mixed Aircraft Model Guarantee

10
11 Contingent on FAA approval, the Company may place any aircraft model into any
12 aircraft type grouping. In such event, the composite hourly rate for the purposes of
13 reserve line guarantee for all aircraft models in the aircraft type grouping will be the
14 weighted average for such models based on the aircraft model mix within the aircraft type
15 groupings. This rate will be adjusted and published annually on January 1st of each year.

16 17 EXAMPLE:

18 777 and 767-400 models are placed in the same aircraft type grouping. (12 year Captain
19 rate used for calculations.)

20 (8) 777s divided by [(8) 777s + (21) 767-400s] = .2759

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

22 .2759 multiplied by 777 rate of \$215.73 = \$59.52

23 .7241 multiplied by 767-400 rate of \$203.77 = \$147.55

24 \$59.52 + \$147.55 = \$207.07

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

26 27 H. Suit-Up Pay and Credit

- 28
29 1. A regular pilot or a long call reserve pilot will receive a minimum of two hours pay and
30 credit if he:
 - 31 a. has not acknowledged his removal from a rotation or portion thereof, and
 - 32 b. reports for duty.

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

37 Note: A pilot may only waive his rotation guarantee with the concurrence of Crew
38 Scheduling.
- 39 2. A short call reserve pilot who is removed from a rotation or portion thereof will receive
40 suit-up pay and credit if Crew Scheduling first attempted to notify him of such removal
41 less than two hours before his scheduled report.

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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: \$1.85.
23 2. International per diem: \$2.40.
24 3. A pilot who is assigned to training away from his base that includes a break in training of
25 at least 48 hours will receive per diem for the time of such break if he notifies the
26 Company of his intention to remain at the training location during the break.

27
28 C. Trans-oceanic Crew Meals

29
30 A pilot engaged in an international operation involving an ocean crossing will be scheduled
31 to receive the same main course meal(s) that is provided to the highest class of passenger
32 service.

33
34 D. Other Expenses

- 35
36 1. The Company will reimburse a pilot for the following, if they are required by the
37 Company:
38 a. Passport application, renewal and expedited renewal fees charged by the U.S.
39 Department of State.
40 b. Passport photograph fees.
41 c. Visa application fees charged by a foreign country.
42 d. Vaccination fees charged by a medical facility.
43 2. A vaccination recommended by a pilot's personal physician will be a covered expense
44 under the pilot's medical plan (DFCMP, DPMP or HMO).
45 3. The Company will reimburse a pilot for additional reasonable expenses related to an
46 extraordinary condition.
47

Section 5 – Lodging & Expenses

1 E. Lodging

- 2
- 3 1. The Company will provide adequate and comfortable single occupancy lodging for a
- 4 pilot who is:
 - 5 a. away from base, when:
 - 6 1) undergoing training,
 - 7 2) on a layover, or
 - 8 3) performing other duty in which he is required to be away from base overnight.
 - 9 b. at his base, when undergoing qualification training (including the night prior to the
 - 10 first day of training, but not including the night of the last day of training) provided
 - 11 he submits a request for such lodging to Flight Training Planning not later than seven
 - 12 days before the date of the close of line bidding for the bid period in which the
 - 13 training is scheduled or the date of notification of his scheduled training, whichever is
 - 14 later.
 - 15 c. at his base, provided:
 - 16 1) the pilot reports for duty and is assigned recovery flying under **Section 23 K. 1.**,
 - 17 2) the time between the notification of the replacement flying and the scheduled
 - 18 departure time is at least five hours, and
 - 19 3) the replacement flying is scheduled to be conducted within the same duty period
 - 20 of the original rotation.
 - 21 d. at his base, provided:
 - 22 1) the pilot reports for duty and is assigned recovery flying under **Section 23 K. 1.**,
 - 23 2) he is released without having flown,
 - 24 3) he receives a break-in-duty,
 - 25 4) he is assigned a new report in the same day, and
 - 26 5) the new release is later than the release of his original duty period.
 - 27 e. at a station (at or away from base) at which the pilot is scheduled for block-in to
 - 28 block-out time of more than five hours (upon the pilot's request).
 - 29 Exception: If travel time to a co-terminal is part of the scheduled block-in to block-
 - 30 out time, the pilot will be provided lodging (upon his request) if the total ground time
 - 31 is more than the sum of five hours plus the ground travel time under **Section 8 B. 3.**
- 32 2. A pilot will check in and out of hotels, thereby informing hotel personnel of the identity
- 33 of pilots then occupying hotel rooms.
- 34 3. A pilot will pay for his incidental lodging expenses (e.g., telephone charges, room
- 35 service, movies, etc.) at the time of check-out. The Company will not reimburse a pilot
- 36 for such incidental expenses.
- 37 4. If Company arranged lodging at a layover station is not available, a pilot may arrange
- 38 other lodging. The Company will reimburse a pilot for the actual reasonable expenses of
- 39 such lodging.
- 40 5. The Company will provide transportation between a lodging facility and the airport or
- 41 other work location. If transportation is not provided, or is delayed more than 20
- 42 minutes, a pilot may arrange his own transportation and the Company will reimburse him
- 43 for his actual necessary transportation expenses.
- 44 6. The MEC Hotel Committee will have the right to meet with the Senior Vice President-
- 45 Flight Operations or his designee concerning lodging accommodations.

Section 5 – Lodging & Expenses

- 1 7. No changes will be made to existing accommodations without 30 days prior notice to the
2 MEC Hotel Committee or MEC Chairman, unless existing lodging or transportation
3 arrangements become unavailable.
- 4 8. Crew Accommodations will provide the MEC Hotel Committee a minimum of 120 days
5 advance written notice of scheduled expiration dates of hotel contracts and, under normal
6 circumstances, a list of potential replacement hotels. The MEC Hotel Committee may,
7 within 30 days thereafter, submit desired list deletions and/or additions to Crew
8 Accommodations. Crew Accommodations will give due consideration to such input and
9 will meet and confer with the committee to resolve any disputes. This process is intended
10 to result in the selection of mutually acceptable lodging accommodations.
- 11 9. In all domestic markets, the preference for a layover hotel will be a branded hotel that is
12 affiliated with a national chain.
 - 13 a. The MEC Hotel Committee may, at its discretion, conduct quarterly reviews of each
14 domestic hotel that is not affiliated with a national chain (non-brand hotel). If as a
15 result of such review, the MEC Hotel Committee determines that a non-brand hotel is
16 not able to provide acceptable accommodations, the Company will conduct a new
17 analysis of that market within 45 days and present its findings to the MEC Hotel
18 Committee in order to receive their input. This process is intended to result in the
19 selection of mutually acceptable lodging accommodations.
 - 20 b. In all contracts for domestic hotels entered into on or after July 1, 2006, the Company
21 will include a clause in the hotel contract that provides the right to terminate the
22 contract in the event the hotel ends its affiliation with a national chain.
- 23 10. A pilot scheduled for a layover of more than 12 hours (block-to-block) will receive
24 lodging at a downtown hotel.

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

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

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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

Section 6 - Relocation

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

12 B. Relocation Benefits

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

Section 6 - Relocation

1 c. Passes

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

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

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

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

19 d. Lease Cancellation

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

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

34 e. Insurance

35 The Company will provide insurance coverage for the:

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

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

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

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

Section 6 - Relocation

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

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

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

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

11 f. COMAT

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

16 1) The following may not be shipped COMAT:

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

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

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

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

27 g. Miscellaneous Expense Allowance

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

30 2. Limitations

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

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

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

Section 6 - Relocation

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

25 C. Forfeiture

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

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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 complete and submit the following forms, which are available on the Flight Operations website:
 - 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 GMAC Global Relocation Services, the Company's expense processing service provider, using the Pilot Relocation Reimbursement Request form. Expense statements and receipts must be submitted to GMAC within 60 days from the date the expense was incurred, at the following address:

GMAC Address	GMAC Phone contact information:
GMAC Global Relocation Services Attn: Delta Air Lines accounts 900 S. Frontage Road, Suite 200 Woodbridge, IL 85017	630-972-2271 Direct 866-316-6965 FAX

- a. Original receipts supporting expenditures must be attached to the form. Copies of receipts may be accepted under special circumstances with approval of Relocation Services.
- 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

1 5. Relocation Services Contacts:
2

Company Mail Address:	U.S. Mail Address:	Overnight / FedEx Address:
Relocation Services Department 999 ATG (ATL ext. 5-4460) (Inter city ext. 625-4460) (FAX - Inter city ext. 625-3340)	Relocation Services Delta Air Lines, Inc. Department 999 1060 Delta Blvd. Atlanta, GA 30320-6001	Relocation Services Delta Air Lines, Inc. Department 999 1060 Delta Blvd. Atlanta, GA 30320-6001(404-715-4460) (FAX 404-715-3340)

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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. "Purchased vacation" means the vacation days that a pilot receives as a result of a full
18 service bank transaction.
19 4. "Supplemental vacation" means the vacation days that a pilot receives (for use in the
20 current or following vacation year) due to being inversely assigned into an X-day(s)
21 (*Section 23 S. 16.*)
22 5. "Vacation bank hours" means the hours in a pilot's vacation bank. Such vacation bank
23 hours will be equal to 3:15 (3:00 effective April 1, 2007) for each day of a pilot's earned
24 vacation, together with purchased and supplemental vacation for use in the current
25 vacation year.
26 6. "Vacation period" means a portion(s) of the combination of a pilot's earned, purchased
27 and supplemental vacation that is designated by the pilot as:
28 a. primary,
29 b. secondary,
30 c. tertiary, or
31 d. quaternary.
32 7. "Vacation year" means the period that begins on April 1st each year and ends on the
33 following March 31st.

34
35 B. Earned Vacation and Vacation Bank Hours

- 36
37 1. Each vacation year, a pilot who has been employed by the Company for:
38 a. more than one year will be entitled to earned vacation and vacation bank hours as
39 follows:

Section 7 - Vacations

1
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1) For the 2006 - 2007 vacation year:

Years of Continuous Employment Completed before April 1 st of Vacation Year	Earned Vacation	Vacation Bank Hours
1 - 4	2 weeks	45:30
5 - 10	3 weeks	68:15
11 - 17	4 weeks	91:00
18 - 24	5 weeks	113:45
25 or more	6 weeks	136:30

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2) For vacation years beginning on or after April 1, 2007:

Years of Continuous Employment Completed before April 1 st of Vacation Year	Earned Vacation	Vacation Bank Hours Effective 4/1/07
1 - 5	2 weeks	42:00
6 - 11	3 weeks	63:00
12 - 18	4 weeks	84:00
19 or more	5 weeks	105:00

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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:

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1) For the 2006 - 2007 vacation year:

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

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Section 7 - Vacations

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2) For vacation years beginning on or after April 1, 2007:

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	3:00
January 16 th to February 15 th	2 days	6:00
December 16 th to January 15 th	3 days	9:00
November 16 th to December 15 th	5 days	15:00
October 16 th to November 15 th	6 days	18:00
September 16 th to October 15 th	7 days	21:00
August 16 th to September 15 th	8 days	24:00
July 16 th to August 15 th	9 days	27:00
June 16 th to July 15 th	11 days	33:00
May 16 th to June 15 th	12 days	36:00
April 16 th to May 15 th	13 days	39:00
April 1 st to April 15 th	14 days	42:00

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

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

C. Vacation Period Selection

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1. A pilot may split his vacation into as many as four 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 periods will be posted, made available for bidding in DBMS, and awarded as follows:

Period	Posting Deadline	Bid Closing	Bids Awarded
Primary	January 1st	January 8th	January 15th
Secondary	January 15th	January 22nd	January 29th
Tertiary	January 29 th	February 5 th	February 12 th
Quaternary	February 12 th	February 19 th	February 26 th

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Section 7 - Vacations

- 1 3. A pilot will bid his vacation based on the category he:
 - 2 a. holds on January 31st, or
 - 3 b. is scheduled to be converted to, on or before January 31st.
- 4 4. Pilots will be awarded vacation periods in seniority order in each category.
- 5 5. The Company will assign a vacation period(s) to a pilot who is not awarded a vacation
- 6 period(s) through the vacation bidding process.
- 7 6. Every week of a vacation year (four weeks per bid period) will be available for a primary
- 8 vacation in every category.
- 9 7. A pilot who:
 - 10 a. converts into another category pursuant to:
 - 11 1) an advance entitlement or voluntary displacement:
 - 12 a) will be notified via DBMS to re-bid his unused vacation period(s) through the
 - 13 vacation move-up process.
 - 14 b) will change any previously awarded and unused vacation period(s) through
 - 15 the vacation move-up process.
 - 16 c) may be assigned an available vacation period, in inverse seniority order, if he
 - 17 does not change his previously awarded and unused vacation period(s)
 - 18 through the vacation move-up process.
 - 19 2) a mandatory displacement, may retain his previously awarded unused vacation
 - 20 period(s).
 - 21 b. is awarded an AE or VD that requires qualification training that conflicts with a
 - 22 scheduled vacation period may:
 - 23 1) re-bid the vacation period through the vacation move-up process,
 - 24 Note: A pilot who will re-bid such vacation period must so notify Crew
 - 25 Resources within ten days of the date of issuance to him of notice of such conflict.
 - 26 In the absence of such notification to Crew Resources:
 - 27 a) the pilot's earned vacation will be reduced by the number of days in such
 - 28 vacation period, and
 - 29 b) he will receive pay, under **Section 7 G. 3. b.**, in lieu of such vacation period
 - 30 not taken.
 - 31 or
 - 32 2) retain such vacation period as follows:
 - 33 a) The vacation retention requests of pilots awarded the same position with same
 - 34 award date, who entered such requests as part of their standing bids for such
 - 35 AE or VD, will be granted in seniority order to the extent that the Company is
 - 36 able to assign another pilot(s) to the available training period(s) by a date
 - 37 certain, which is seven days prior to the award of lines for the bid period in
 - 38 which the training is scheduled to commence.
 - 39 b) The vacation retention requests of pilots that are made after such award date,
 - 40 may, at the discretion of the Company, be granted.
 - 41 Note: In either case, if such request is granted, the pilot will not receive pay
 - 42 protection if he is converted out of seniority order (see **Section 22 E. 9. c. 1**) delay
 - 43 of training at pilot request).

Section 7 - Vacations

1 D. Vacation Move-Up

- 2
- 3 1. After the awarding of quaternary vacations, a pilot may request, via DBMS, to change an
- 4 awarded vacation period(s) to another vacation period that is determined by the Company
- 5 to be available.
- 6 2. Vacation move-ups will be awarded to pilots each month (by category, in seniority order)
- 7 as follows:
- 8 a. Vacation move-up:
- 9 1) bidding will close on the date and time specified in **Section 23 B.**
- 10 2) awards will be posted on the date specified in **Section 23 B.**
- 11 b. Vacation move-ups will be awarded in seniority order with the following priority:
- 12 1) Pilots requesting to change a primary vacation.
- 13 2) Pilots requesting to change a secondary vacation.
- 14 3) Pilots requesting to change a tertiary vacation.
- 15 4) Pilots requesting to change a quaternary vacation.
- 16 3. A pilot will not be awarded a vacation move-up:
- 17 a. for a newly available vacation period that is in the current or subsequent bid period.
- 18 b. if his previously awarded vacation period is longer than the newly available vacation
- 19 period.
- 20 Note: Purchased and/or supplemental vacation days will not be considered as part of
- 21 his previously awarded vacation.
- 22 c. if the move-up would result in the pilot receiving more than four vacation periods in a
- 23 vacation year.
- 24 Exception: A pilot may be awarded more than four vacation periods in a vacation
- 25 year as a result of a move-up if the pilot's additional vacation period(s) was carried
- 26 over from the previous vacation year (see **Section 7 F. 6. a.**).
- 27

28 E. Adjustments and Postponements

- 29
- 30 1. The starting date of an awarded vacation period may be adjusted upon mutual agreement
- 31 between the pilot and the Company.
- 32 2. An awarded vacation may not be postponed unless such postponement is:
- 33 a. due to unusual circumstances or Company requirements, or
- 34 b. by mutual agreement between the pilot and the Company.
- 35 3. A postponed vacation period will be considered vacated and the affected pilot will be
- 36 assigned an available vacation period.
- 37 Note: Such pilot may re-bid through the move-up process.
- 38 4. Purchased and supplemental vacation days will be placed, at pilot option, at the
- 39 beginning or end of a vacation period for the subsequent vacation year.
- 40 Exception: A vacation period may only be expanded by a block of seven consecutive
- 41 purchased or supplemental vacation days in:
- 42 a. the December bid period, or
- 43 b. the first ten days of January.
- 44 Note: Such expansion will constitute the bidding and awarding of a posted vacation
- 45 week.

Section 7 - Vacations

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

7 F. Cancellation of Vacation

- 8
9 1. The Company will:
 - 10 a. not cancel an awarded vacation unless due to operational necessity, and
 - 11 b. make:
 - 12 1) every effort to avoid canceling an awarded vacation, and
 - 13 2) every reasonable effort to recall a furloughed pilot in order to avoid cancellation
14 of an awarded vacation.
- 15 2. A pilot will receive at least 30 days advance notice of the cancellation of an awarded
16 vacation period.
17 Exception: A pilot may receive less than 30 days advance notice in the event of an
18 emergency that precludes such notice. The Company will notify such pilot promptly and
19 forward to him a letter of confirmation at the earliest possible date.
- 20 3. The Company:
 - 21 a. may reinstate a cancelled vacation with 30 days advance written notice.
 - 22 b. will not reinstate a previously canceled vacation period with less than 30 days notice
23 without the pilot's consent.
- 24 4. A pilot whose vacation is canceled may:
 - 25 a. not displace another pilot from an awarded vacation period.
 - 26 b. be awarded a new vacation through the vacation move-up process.
- 27 5. If subsequent to the award of vacation periods, the number of vacation periods in a
28 category must be reduced:
 - 29 a. the pilots in the affected category(ies) will be afforded the option, in order of
30 seniority, to voluntarily cancel their awarded vacation period(s).
 - 31 b. the remaining cancellation of vacation periods will be conducted (if necessary) in
32 inverse seniority order.
- 33 6. A pilot who is unable to take an awarded vacation during the current vacation year due to
34 the needs of the Company may, at pilot option:
 - 35 a. carry the vacation time over into the succeeding vacation year, or
 - 36 b. accept pay, under *Section 7 G. 3. b.*, in lieu of such vacation not taken.
- 37 7. A pilot who, during the last two bid periods of a vacation year, returns from an extended
38 absence may:
 - 39 a. take any unused earned vacation in an available vacation period(s) in the current
40 vacation year, and/or
 - 41 b. accept pay, under *Section 7 G. 3. b.*, in lieu of such vacation not taken.
- 42 8. A pilot who is rerouted into his vacation period may, at his option, place the lost vacation
43 day(s) at the end of the affected vacation period (without a reduction from his vacation
44 bank hours for any rotation removed to accommodate such placement of lost vacation
45 days), or add the lost vacation day(s) to the beginning or end of a subsequent vacation
46 period.

Section 7 - Vacations

- 1 9. A pilot who is rerouted into a scheduled vacation period will be reimbursed for
2 nonrefundable deposits and fees (e.g., accommodations, transportation, guides,
3 instructors, rental vehicles or equipment) up to a maximum of \$1,000, provided the pilot
4 makes every reasonable effort to obtain a refund and submits proof satisfactory to his
5 Chief Pilot that refund of such deposit/fee is not possible.

6 Exception: No reimbursement will be due in the event the reroute is caused by a
7 circumstance over which the Company does not have control (e.g., pilot's origin or
8 destination airport closed, weather on pilot's routing, mechanical on pilot's assigned
9 aircraft).

- 10 10. Based on operational necessity as reasonably determined by the Company, the Company
11 may proffer to liquidate a vacation period(s) in a category following notification to the
12 MEC Scheduling Committee Chairman. This proffer may be made no earlier than sixty
13 days prior to the affected bid period.

14 G. Vacation Pay

- 15
16
17 1. To the extent of his available vacation bank hours, a regular pilot will be paid 3:15 (3:00
18 effective April 1, 2007) for each day of his vacation.
- 19 2. To the extent of his available vacation bank hours, a reserve pilot will be paid 3:15 (3:00
20 effective April 1, 2007) and his reserve guarantee will be reduced by 1/30th or 1/31st for
21 each day of his vacation.
- 22 3. A pilot will:
- 23 a. not receive pay for a vacation day(s) in excess of his vacation bank hours.
- 24 b. receive pay for the balance of his vacation bank hours on each March 31st, at the
25 composite hourly rate for the category held by the pilot in such March bid period.
- 26 c. receive pay for the value of the hours remaining in his vacation bank and any accrued
27 vacation at the rate of the category for the last bid period in which he performed
28 service as a pilot if he:
- 29 1) retires.
- 30 2) has commenced medical leave of absence and makes a request for such pay.
- 31 3) dies.
- 32 d. receive pay for the value of the hours remaining in his vacation bank (but will be
33 ineligible for any accrued vacation) at the rate of the category for the last bid period
34 in which he performed service as a pilot if he voluntarily resigns with notice.

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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. “Off-line deadhead” means travel on any carrier other than Delta Air Lines, Inc.
24 4. “Off-rotation deadhead” means travel initiated by a pilot, at the beginning or end of a
25 rotation, by means other than the scheduled deadhead segment.

26
27 B. Pay and Credit

- 28
29 1. A pilot who deadheads by air transportation on a flight segment(s) designated by the
30 Company will receive pay and credit at the applicable rate for the flight time of the
31 deadhead segment(s).
32 2. A pilot who utilizes an off-rotation deadhead will receive pay and credit at the applicable
33 rate for the scheduled time of the scheduled deadhead segment(s).

Section 8 - Deadheading

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

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

- 4 4. A pilot who deadheads by surface transportation between airport pairings not listed in
5 **Section 8 B. 3.** will be paid \$12.50 per hour of travel time, on a minute by minute basis.
6 5. If the Company utilizes two or more airports in other areas, either the Company or the
7 Association may initiate conferences for the purpose of establishing ground travel
8 time(s). If a travel time is not agreed upon within 30 days of the initiation of such
9 conferences, the issue of the travel time will be submitted to the Delta Pilots' System
10 Board of Adjustment, sitting with a neutral arbitrator, for determination. Pending a
11 decision of the Board, the travel time will be the American Automobile Association
12 published travel times.
13

14 C. Effect on Duty Rigs

- 15
16 1. When a domestic category pilot deadheads by air transportation at the beginning of a duty
17 period, his report for calculation of rotation credit and duty period credit, will be the later
18 of his actual report or 30 minutes (90 minutes for an off-line deadhead(s)) before the
19 scheduled departure time.
20 2. When an international category pilot deadheads by air transportation at the beginning of a
21 duty period, his report, for calculation of rotation credit and duty period credit, will be
22 the report under **Section 12 A. 19. b.**
23 3. When a pilot deadheads by surface transportation at the beginning of a duty period, his
24 report for calculation of rotation credit and duty period credit, will be the scheduled
25 departure time of the surface transportation.
26 4. When a pilot deadheads by surface transportation at the end of a rotation, his release, for
27 calculation of rotation credit and duty period credit, will be extended by the travel times
28 in **Section 8 B. 3.** and **5.**, regardless of the actual travel time.
29 5. DPA pay and credit does not apply to a duty period consisting solely of a deadhead.
30 6. Reserve duty period average does not apply to a duty period consisting solely of a
31 deadhead.

Section 8 - Deadheading

1 D. Modes of Transportation

- 2
- 3 1. A pilot will not be required to deadhead on an air carrier experiencing a labor dispute
- 4 (strike) by pilots.
- 5 2. A pilot will not be required to deadhead on an air carrier experiencing a labor dispute
- 6 (strike) by employees other than pilots, except in emergency situations. This does not
- 7 preclude such deadheading as may be required to prevent disruption of the Company
- 8 flight schedules.
- 9 3. A pilot who is scheduled to deadhead at the end of a rotation will be booked on the
- 10 flight(s) scheduled to return him to his base as soon as possible.
- 11 4. A pilot who is scheduled to deadhead to a layover at the end of a duty period in which he
- 12 has performed flying, will be booked on the flight(s) scheduled to place him at his
- 13 layover as soon as possible.
- 14

15 E. Off-Rotation Deadheads

- 16
- 17 1. A regular pilot may utilize an off-rotation deadhead at the beginning or end of a rotation.
- 18 2. A regular pilot is required to notify Crew Scheduling of an off-rotation deadhead at the
- 19 beginning of a rotation within the 24 hours preceding the report of the scheduled
- 20 deadhead segment.
- 21 3. A reserve pilot may utilize an off-rotation deadhead at the end of a rotation. He may
- 22 utilize an off-rotation deadhead at the beginning of a rotation only with permission from
- 23 Crew Scheduling.
- 24 4. A pilot who utilizes an off-rotation deadhead at the end of a rotation is required to give
- 25 prior notification to Crew Scheduling. Such notice must be given as soon as possible
- 26 after the arrival of the pilot's last flying segment prior to his scheduled deadhead. Such
- 27 notice will be given via a voice response unit (VRU) or, at pilot option, via a call to Crew
- 28 Scheduling.
- 29 5. A pilot who utilizes an off-rotation deadhead at the beginning of a rotation is required to
- 30 report for duty at the departure airport of the first non-deadhead segment as follows:
- 31 a. one hour before the scheduled departure time of the first non-deadhead segment, or,
- 32 b. one hour and 30 minutes before the scheduled departure time of the first non-
- 33 deadhead segment if that segment includes an ocean crossing.
- 34 6. The maximum on-duty time of a pilot who utilizes an off-rotation deadhead at the
- 35 beginning of his rotation will be determined using the report in *Section 8 E. 5.*, or, if the
- 36 pilot is given prior notice, the adjusted time.
- 37 7. The in-base break-in-duty under *Section 12 G.* for a pilot who utilizes an off-rotation
- 38 deadhead at the end of a rotation will be determined using the scheduled release of such
- 39 rotation.
- 40 8. A pilot who utilizes an off-rotation deadhead at the beginning of a rotation will be
- 41 responsible for his transportation.
- 42 9. A pilot who utilizes an off-rotation deadhead at the end of a rotation will be responsible
- 43 for his transportation.
- 44 Exception one: A pilot who utilizes an off-rotation deadhead to travel to his base at the
- 45 end of a rotation, prior to his scheduled deadhead, will be provided positive space on-line
- 46 transportation if sales are authorized at the time of his attempted booking.

Section 8 - Deadheading

1 Exception two: A pilot who utilizes an off-rotation deadhead to travel to a domestic
2 airport (other than his base) in the vicinity of his permanent residence at the end of a
3 rotation will be provided positive space on-line transportation if:

- 4 a. sales are authorized at the time of the attempted booking,
- 5 b. the routing does not pass through the pilot's base,
- 6 c. the routing does not exceed the number of deadhead segments scheduled, and
- 7 d. the flight segment(s) departs:
 - 8 1) prior to the originally scheduled deadhead, or
 - 9 2) on the same day as the originally scheduled deadhead.

10 Exception three: A pilot deadheading under **Section 8 E. 9. Exception one** or **two** may
11 attempt his booking at any time after the report of his rotation.

12 10. Effect on per diem

- 13 a. When a pilot utilizes an off-rotation deadhead at the beginning of a rotation, his time
14 away from base begins at the later of his actual report or the scheduled report under
15 **Section 8 E. 5.**
- 16 b. When a pilot utilizes an off-rotation deadhead at the end of a rotation, his time away
17 from base ends upon his release from his last non-deadhead segment.

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

20 12. No deadhead will be booked on the jumpseat.

21 13. The Company and Association will meet at the Association's request to review the
22 selection of air carriers for pilot deadheading. The recommendations of the MEC
23 Chairman will be given due consideration by the Company in the selection of such air
24 carriers. An air carrier that is being rejected for safety related reasons for transportation
25 by the United States Department of Defense will not be utilized for pilot deadheading.
26

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 fax or mail a copy of his most current medical certificate to Aircrew Records,
38 Dept. 060, ATL. The certificate must be received on or before the 25th of the month
39 during which his medical certificate expires.
40 3. A pilot will not be paid or credited for any rotation or guarantee unless his certificates are
41 valid and correctly documented in DBMS.
42 Exception: A Chief Pilot, the System Manager - Flight Operations, or the Director -
43 Flight Operations may waive these requirements due to extraordinary circumstances.

Section 9 – Miscellaneous Flying

1 E. VF & FCF
2

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

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*.

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1 SECTION 11

2
3 TRAINING

4
5 A. Definitions

- 6
7 1. "Aircrew program designee" (APD) means a pilot who is designated by the FAA to
8 administer type rating evaluations.
- 9 2. "Bid-qualified pilot" means a pilot who has completed or is projected to complete all
10 training, except for OE, prior to the first day of the bid period.
- 11 3. "Continuing qualification training" (CQ) means training necessary to maintain position
12 qualification under FAR 121.427 and the Company's advanced qualification program
13 (AQP) standards.
- 14 4. "Continuous training" means the combination of:
15 a. training, and
16 b. associated periods of interruption of training of three consecutive days or less.
- 17 5. "CQ golden days" means a block of five consecutive days during which a pilot will not
18 be scheduled for CQ.
- 19 6. "Distributed training" means training that is accomplished without a classroom, instructor
20 in a classroom, flight training device, flight simulator or airplane. Distributed training
21 includes training material the Company requires a pilot to complete that cannot be
22 completed in conjunction with the normal course of preparing for flight. Examples of
23 informational materials that are not distributed training include, but are not limited to,
24 manuals updates (e.g., updates to FOM, Operations Manual 1 and 2, QRH, FCTM,
25 Airway Manual), flight crew bulletins and flight operations bulletins.
- 26 7. "Entry level pilot" means a pilot who has not completed his initial OE at the Company.
- 27 8. "Evaluation" means a check of a pilot's performance and/or proficiency pursuant to an
28 FAR or as part of the Company's training including its Advanced Qualification Program
29 (AQP).
- 30 9. "FAA" means the Federal Aviation Administration.
- 31 10. "FARs" means the Federal Aviation Regulations.
- 32 11. "Functional check flight" (FCF) means flying that involves the planned use of abnormal
33 or "special" checklists and/or determinations of the airworthiness of major system items
34 or troubleshooting.
- 35 12. "Line check pilot" (LCP) means a pilot who is:
36 a. selected by the Company and designated by the FAA, and
37 b. authorized to administer evaluations during line operations.
- 38 13. "Non-seniority list instructor" (NSLI) means an instructor who is:
39 a. not on the seniority list, or
40 b. currently receiving long term disability benefits under the D&S Plan.
- 41 14. "Operating experience" (OE) means performing the duties of Captain or First Officer
42 under the supervision of an LCP under FAR 121.434 (c) and (f).

Section 11 - Training

- 1 15. "Proficiency check pilot" (PCP) means:
- 2 a. a pilot who is selected by the Company and designated by the FAA and authorized to
- 3 administer proficiency checks in other than line operations, and/or
- 4 b. an NSLI who is selected by the Company and designated by the FAA and authorized
- 5 to administer proficiency checks in other than line operations under **Section 11 D.**
- 6 16. "Pro rata portion of the ALV" means a share (1/30th in a 30 day bid period or 1/31st in a
- 7 31 day bid period) of the ALV.
- 8 17. "Qualification training" means training necessary to create a position qualification (i.e.,
- 9 initial, transition, upgrade, requalification, transoceanic ground school).
- 10 18. "Qualified SLI" means an SLI who can function as the instructor of record.
- 11 19. "Recency" or "recency of experience" means the requirement of a Captain or First
- 12 Officer to make at least three takeoffs and landings within a 90 day period under FAR
- 13 121.439. Satisfaction of this requirement is not training.
- 14 20. "Reestablishment of recency" means the training and checking required under FAR
- 15 121.439 to reestablish qualifications that have lapsed due to lack of recency.
- 16 21. "Rotation guarantee" means the pay guarantee under **Section 4 F.**
- 17 22. "Seniority list instructor" (SLI) means an instructor who is a pilot.
- 18 Exception: An instructor who is a pilot currently receiving long term disability benefits
- 19 under the D&S Plan cannot be an SLI.
- 20 23. "SLI duty period" means one of the following when performed by an SLI:
- 21 a. one FTD or simulator period including brief and debrief.
- 22 b. one training and/or evaluation event in an aircraft including brief and debrief.
- 23 c. two complete qualification training oral evaluations.
- 24 d. a VF(s) and/or an FCF(s), not to exceed 10 hours.
- 25 e. a day of Company business away from his training center.
- 26 f. a duty period of up to 13 scheduled hours and 15 actual hours during which an SLI
- 27 deadheads to and/or from a training location and performs SLI duties.
- 28 g. a period consisting solely of deadheading to or from a training location.
- 29 h. service as part of a crew complement for one FTD or simulator period, including
- 30 brief and debrief.
- 31 i. up to eight hours (exclusive of meal break) of office duties or special projects (an
- 32 "office day").
- 33 Note: An SLI may be required to perform any SLI duties during his office day or
- 34 additional SLI duties that have arisen on short notice during his SLI duty period. Such
- 35 SLI will be credited with an additional SLI duty period only if he is required to remain on
- 36 duty in excess of eight hours (exclusive of meal break).
- 37 24. "Training" means a Company-sponsored program of instruction and/or evaluation
- 38 required by the Company or FARs (e.g., qualification training, CQ, distributed training).
- 39 25. "Training day(s)" means a day(s) in which a pilot is scheduled to:
- 40 a. attend continuous training.
- 41 b. travel between his base and the training location.
- 42 26. "Unassigned pilot" means a pilot in excess of PWA staffing requirements who is
- 43 assigned to an aircraft type and base but does not currently hold a status.
- 44

Section 11 - Training

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

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

6 7 B. Pay and Credit

8 9 1. Qualification Training

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

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

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

14 i. accommodate travel between his base and his training location when such
15 training is conducted away from his base, and/or

16 ii. accommodate such training, and/or

17 iii. eliminate an FAR or PWA conflict that arises because of such training,

18 or

19 b) pro rata portion of the ALV at the rate of the highest paying aircraft model
20 shown on his line for each training day.

21 2) may (if bid qualified) be awarded/assigned a white slip, GS or IA that is
22 scheduled to release prior to commencement of such training. Such pilot will
23 receive, in addition to pay and credit under **Section 11 B. 1. a. 1)**:

24 a) pay and credit for the white slip, or

25 b) pay and credit/no credit (**Section 23 U. 1. a.**) for the GS, or

26 c) pay, no credit for the IA.

27 b. A reserve pilot or an unassigned pilot, while assigned to qualification training, will be
28 paid and credited a pro rata portion of the ALV for each training day, including
29 training days on which his schedule shows “OFF” (not scheduled to attend training),
30 at the rate of the highest paying aircraft model shown on his line or if he has not
31 flown during the bid period, the rate used to establish his reserve guarantee or
32 unassigned pilot guarantee (see **Section 4**).

33 c. A pilot, while assigned to qualification training:

34 1) that extends into two or more bid periods, will be paid and credited in each bid
35 period based on the type of line he holds (regular, reserve, or unassigned) in such
36 bid period.

37 2) who completes a rotation on the day in which he commenced training or
38 originates a rotation on a day in which he completes training, will be paid and
39 credited for such rotation in addition to pay and credit under

40 **Section 11 B. 1. a. 1).**

41 d. A pilot whose qualification training is canceled after the date of his line award will be
42 treated as follows:

43 1) A reserve pilot will be assigned to a specially created reserve line.

Section 11 - Training

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

Section 11 - Training

- 1 3. Recency
- 2 a. A regular pilot on his day(s)-off or a reserve pilot who is designated by the Company
- 3 to satisfy his recency of experience requirement:
- 4 1) in a simulator, will receive pay, no credit of 3:15 per day.
- 5 Note: Recency can extend into a second day if the simulator period and travel are
- 6 not both scheduled to occur within the maximum scheduled duty time under
- 7 **Section 12 D. I.**, based on a 30 minute report and block-in.
- 8 2) on a rotation, will receive pay, no credit of 3:15 regardless of the number of duty
- 9 periods involved.
- 10 b. The reserve guarantee of a pilot who is designated to satisfy his recency of experience
- 11 requirement on an on-call day will be reduced pro rata for each on-call day for which
- 12 he receives recency of experience pay.
- 13 c. A regular pilot who is designated to satisfy his recency of experience requirement on
- 14 a rotation that conflicts with a rotation on his line will be removed from such
- 15 conflicting rotation:
- 16 1) will be subject to **Section 4 F.** (Rotation Guarantee), and
- 17 2) may be required to fly the balance of such removed rotation.
- 18 d. While away from base, a pilot who is designated by the Company to satisfy his
- 19 recency of experience requirement in a simulator will receive:
- 20 1) per diem (based on a 30 minute report and block-in at base),
- 21 2) lodging, only if the simulator period and travel are not both scheduled to occur
- 22 within the maximum scheduled duty time under **Section 12 D. I.**, and
- 23 3) positive space transportation to and from the simulator facility and any Company
- 24 station.
- 25 4. Reestablishment of Recency
- 26 a. A pilot who has lost his recency due to his illness, or facility or equipment
- 27 unavailability, and who is designated by the Company for training to reestablish his
- 28 recency will receive:
- 29 1) if he is a reserve pilot, pay, no credit of 3:15 for each day of such training, and
- 30 will have his reserve guarantee reduced pro rata for each day of such training on
- 31 his on-call day(s),
- 32 2) if he is a regular pilot who is returning from illness or has elected to receive such
- 33 training on his day(s)-off, pay, no credit of 3:15 for each day of such training on
- 34 his day(s)-off, or
- 35 3) if he is a regular pilot, a rotation guarantee under **Section 4 F.** for any rotation (or
- 36 portion thereof) removed from his line due to his loss of recency or that conflicts
- 37 with such training. Such pilot may be required to fly the balance of such
- 38 conflicting removed rotation.
- 39 b. A pilot who has lost his recency due to his unavailability for any reason other than his
- 40 illness, and who is designated by the Company for training to reestablish his recency,
- 41 will receive pay, no credit of 3:15 for each day of such training, and:
- 42 1) if he is a reserve pilot, will have his reserve guarantee reduced pro rata for each
- 43 on-call day(s) during the period beginning on the day he lost his recency and
- 44 ending on the day it was reestablished, or

Section 11 - Training

- 1 2) if he is a regular pilot, will not receive a rotation guarantee under **Section 4 F.** for
2 any rotation removed from his line that originates during the period of time
3 beginning on the day he lost his recency and ending at the time it was
4 reestablished.
- 5 5. Operating Experience
- 6 a. A pilot who is assigned to OE will, at his election, be paid and credited the value of:
7 1) his OE rotation(s) flown at the rate applicable to the aircraft model(s) flown, or
8 2) the rotation(s) removed to accommodate his OE, at the rate applicable to the
9 aircraft model(s) flown.
- 10 Note: Such pilot will be paid and credited the greater of **Section 11 B. 5. a. 1)** or **2)** if
11 he does not make an election.
- 12 b. The reserve guarantee of a pilot assigned to OE who has not yet converted to his new
13 category will be based upon the category he held at the time of his OE.
- 14 c. A pilot who has been converted into his new category, completed simulator training,
15 but has not completed OE, will:
16 1) not be eligible to submit or be awarded a white slip, GS, GSWC or yellow slip.
17 2) receive an OE look-back guarantee that is equivalent to a pro rata portion of the
18 ALV under **Section 11 B. 5. d.**, during:
19 a) the regular line portion of his line in the bid period in which he completes
20 simulator training, and
21 b) each subsequent bid period in which he holds a regular line until the end of
22 the bid period in which he completes OE.
- 23 d. The OE look-back guarantee under **Section 11 B. 5. c. 2)** will be applied as follows:
24 1) At the end of the bid period, for each day prior to the completion of his OE, a
25 pilot will receive the greater of:
26 a) pay and credit equivalent to a pro rata portion of the ALV, as adjusted in
27 **Section 11 B. 5. d. 2)**, or
28 b) his accumulated pay and credit.
29 2) Such pilot will not receive a pro rata portion of the ALV for a day that is a
30 personal drop(s), vacation day(s) or unpaid leave(s) of absence.
31 3) The OE look-back guarantee will not cause a pilot's total pay and credit for the
32 bid period to exceed the ALV, as adjusted.
- 33 e. Example 1.
34 1) Assumptions:
35 a) The pilot is an MD-88A who undergoes qualification training for B-767A.
36 b) The pilot was not converted into the B-767A category before June 1st.
37 c) The pilot begins B-767A training on May 16th.
38 d) The pilot is scheduled to complete simulator training on June 10th.
39 e) The pilot undergoes and completes OE June 15th -19th.
- 40 2) Results:
41 a) Because the pilot remains in the MD-88A category for the May bid period, he
42 bids an MD-88A line; he is awarded a regular line. For the period May 1st –
43 May 15th the pilot is paid for rotations flown. For the period May 16th – May
44 31st the pilot is paid the pro rata portion of the ALV.
- 45

Section 11 - Training

- 1 b) Because the pilot is scheduled to complete simulator training before June 16th,
2 he converts to B-767A on June 1st, under **Section 22 E. 6. a. 1).**
- 3 c) Because the pilot was not scheduled to complete simulator training prior to the
4 first day of the June bid period, he could not bid a B-767A line for the June
5 bid period, under **Section 23 A. 3.**
- 6 d) Because he was not bid qualified as B-767A for the June bid period, he is
7 assigned to a specially created reserve line under **Section 23 D. 19.** when he
8 completes simulator training.
9 Note: Prior to completion of OE, the pilot will have no reserve obligation.
- 10 e) Because he was not bid qualified as B-767A for the June bid period, the pilot
11 had no rotations to be removed in June. He is paid and credited a pro rata
12 portion of the ALV for the period June 01-10, under **Section 11 B. 1.**
- 13 f) Because the pilot had no rotations removed to accommodate OE, he is paid
14 and credited for rotations flown during OE under **Section 11 B. 5. a.**
- 15 g) Prior to completion of OE on June 19th, the pilot may opt to begin a blank
16 regular line upon completion of OE under the **Exception to Section 23 D. 19.**
- 17 f. Example 2.
- 18 1) Assumptions:
- 19 a) The pilot is an MD-88A who undergoes qualification training for B-767A.
20 b) The pilot was not converted into the B-767A category before June 1st.
21 c) The pilot is scheduled to complete simulator training on June 18th.
22 d) The pilot is awarded a regular B-767A line in July.
23 e) The pilot undergoes and completes OE July 14-18.
- 24 2) Results:
- 25 a) Because the pilot is scheduled to complete simulator training after June 16th,
26 he remains MD-88A in the June bid period and converts to B-767A on July 1st
27 under **Section 22 E. 6. a. 1).**
- 28 b) Because he held MD-88A for the June bid period, he bid a June MD-88A line;
29 he was awarded a regular line.
- 30 c) During the period from June 1st through June 18th, he is paid a pro rata portion
31 of the ALV under **Section 11 B. 1.**
- 32 d) During the period from June 19th through June 30th, he is paid and credited the
33 value of the MD-88A rotations removed.
- 34 Note: If the pilot was awarded a MD-88A reserve line, he would have no reserve
35 obligation.
- 36 e) Because he is projected to complete simulator training prior to July 1st, he can
37 bid a July B-767A line.
- 38 f) From July 1st through July 13th, the B-767A rotations on his line are removed.
39 g) The pilot is paid and credited for the removed rotations.
- 40 h) During OE, he is paid and credited the greater of the B-767A rotations
41 removed to accommodate OE or the rotations flown during OE under **Section**
42 **11 B. 5. a.**
- 43 i) Because the pilot did not convert to B-767A until July 1st, the OE look-back
44 guarantee does not apply to the June bid period.
- 45 j) At the end of the July bid period, the OE look-back guarantee will be applied
46 for the period from July 1st through July 18th under **Section 11 B. 5. d. 3).**

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- 1 6. A pilot who fails to satisfactorily complete a proficiency check/OE will be paid and
2 credited his line guarantee (excluding sick leave) until the completion of the proficiency
3 check/OE or 30 days, whichever occurs first.
4 Note: The 30-day period will be extended to the date of disposition of the pilot's case by
5 the Company, if such disposition occurs more than 30 days after the failure to complete
6 the proficiency check/OE.
- 7 7. A pilot who needs additional training to achieve proficiency following a maneuvers
8 validation and LOE will be paid and credited his line guarantee (excluding sick leave)
9 until the completion of such training/evaluation.
- 10 8. A volunteer line pilot who serves as a part of a crew complement in a flight simulator
11 and/or level five or higher FTD training/evaluations will receive:
12 a. 3:15 pay, no credit, for each simulator and/or FTD period on a regular line day-off or
13 reserve X-day, and
14 b. 5:00 pay and credit for each simulator and/or FTD period on a reserve on-call day.
- 15 9. A pilot will receive one minute of pay for every three minutes (as determined by run
16 time) of distributed training. In the event run time cannot be determined by starting the
17 program and running it to completion, the run time will be established by a panel of five
18 pilots who are mutually acceptable to the Company and the MEC Training Committee
19 Chairman. The panel will be timed as they complete the distributed training material and
20 after discarding the high and the low completion time, the remaining three completion
21 times will be averaged to determine the run time.
22 Note: A pilot who does not complete his assigned distributed training prior to
23 commencement of non-distributed training will not receive training pay under
24 **Section 11. B.** until he has completed such distributed training and commences such non-
25 distributed training. Such pilot will be paid and credited his line guarantee until he
26 commences such non-distributed training.
- 27 10. A pilot who is scheduled for and attends an In-Command Seminar or LCP Symposium
28 will be paid 3:15 pay, no credit for each day of attendance and related travel.
- 29 11. A pilot (excluding an LCP, PCP, or administrative pilot) who attends any scheduled
30 training that does not have a corresponding pay treatment under **Section 11 B.** (e.g.,
31 mountain flying training that is not part of CQ or qualification training) will be paid and
32 credited in the same manner as CQ.

Section 11 - Training

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

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

- 3
 4 Notes:
 5 1) The pilot converts to his new category on April 1st.
 6 2) If OE was scheduled:
 7 a) before April line bidding, rotation 4201 would be removed due to an FAR
 8 conflict. The pilot would not be paid and credited for rotation 4201.
 9 b) after April line bidding, rotation 4201 would be removed to accommodate OE.
 10 The pilot would be paid and credited for rotation 4201 under *Section 11 B. 5.*

Section 11 - Training

1

b. Example 2

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

2

3

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

4

c. Example 3

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

5

6

Notes:

7

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

8

2) The pilot would not have been “legal to fly” rotation 3202 due to an FAR 24-in-7 conflict.

9

10

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

11

a) a pro rata portion of the ALV for the period 3-1 through 3-21 or,

12

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

Section 11 - Training

1 C. Seniority List Instructors and Line Check Pilots

2
3 1. An SLI will:

- 4 a. perform evaluations of Captains and First Officers.

5 Exception: Personnel employed or contracted by an aircraft manufacturer may
6 perform evaluations in connection with the introduction of a new aircraft type or
7 aircraft model during a period ending on the 180th day after the in-service date of such
8 new aircraft type or aircraft model.

- 9 b. perform all training and checking of pilots in an aircraft.

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

- 14 c. while assigned to active duty in the Training Department:

- 15 1) not be eligible to submit and be awarded a white slip.

- 16 2) be eligible to submit and be awarded a GS to fly as:

- 17 a) Captain in a category that includes the aircraft type on which he instructs if he
18 can hold Captain on such aircraft type, and

- 19 b) First Officer in a category that includes the aircraft type on which he instructs.

- 20 2. During each vacation year (April 1st – March 31st), each qualified SLI will return to line
21 flying for a minimum of three full bid periods (prorated*) and must fly at least 120 credit
22 hours (prorated*) on the aircraft type in which he is an SLI.

23
24 *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

- 25
26 3. When returning to the line under **Section 11 C. 2.:**

- 27 a. a Captain SLI whose seniority permits him to hold:

- 28 1) Captain (on the aircraft type in which he is an SLI at any base) will fly as Captain
29 at the base of his choice.

- 30 2) First Officer, but not Captain (on the aircraft type in which he is an SLI) will fly
31 as First Officer at the base of his choice.

- 32 b. a First Officer SLI whose seniority permits him to hold:

- 33 1) Captain (on the aircraft type in which he is an SLI) will fly as Captain or First
34 Officer at the base of his choice.

- 35 2) First Officer, but not Captain (on the aircraft type in which he is an SLI) will fly
36 as First Officer at the base of his choice.

Section 11 - Training

- 1 c. an SLI whose seniority does not permit him to hold First Officer (on the aircraft type
2 in which he is an SLI at any base) will fly as the junior First Officer at the base of his
3 choice.
- 4 d. the provisions of the PWA will apply to an SLI.
5 Exceptions: When returned to the line under **Section 11 C. 2.**, an SLI:
6 1) will be paid at his hourly SLI rate.
7 2) will be permitted to use his full service bank to be paid up to 85 hours flight pay
8 in a bid period.
9 3) may be proffered the opportunity to work up to seven days in the Training
10 Department.
- 11 e. an SLI who works in the Training Department under **Section 11 C. 3. d. 3)** will be
12 paid the greater of:
13 1) 5:00 for each such day, or
14 2) the value of the rotation(s) removed.
15 Note: An SLI paid the value of rotations removed under **Section 11 C. 3. e. 2)** will be
16 credited with the scheduled time of the rotation(s) removed for all purposes of the
17 PWA except the minimum annual credit hours requirement under **Section 11 C. 2.**
- 18 f. An SLI may be placed on a rotation that was awarded or assigned to another pilot for
19 the purpose of satisfying the minimum annual credit hour requirement under
20 **Section 11 C. 2.**
- 21 4. An SLI will not train or evaluate unless he has satisfied the minimum annual credit hour
22 requirement under **Section 11 C. 2.**
23 Exception: This provision will not apply if the reason for an SLI's non-compliance with
24 the minimum annual credit requirement arises out of his sickness.
- 25 5. An SLI will not train or evaluate unless he has satisfied the minimum bid period
26 requirement under **Section 11 C. 2.**
27 Exception: This provision will not apply if the reason for an SLI's non-compliance with
28 the minimum bid period requirement arises out of:
29 a. his sickness, or
30 b. the inability of the Training Department to meet training requirements.
- 31 6. When the Company utilizes an SLI to fly a rotation, or portion thereof, that was awarded
32 or assigned to another pilot:
33 a. the Company will pay and credit the pilot(s) who would otherwise have performed
34 such flying.
35 Exception: The Company will not pay and credit the pilot(s) who would otherwise
36 have performed such flying, if it was a rotation described under **Section 23 I. 12.**
37 b. while the SLI is assigned to the Training Department, such utilization may be to buy
38 a Captain rotation for a First Officer SLI or to buy a First Officer rotation for a
39 Captain SLI.
40 Note: The provisions of **Section 11 C. 6.** do not apply to an SLI who is awarded a GS
41 under **Section 11 C. 1. c. 2).**
- 42 7. An SLI must give the Company at least 60 days advance written notice before the first
43 day of the bid period in which he desires to return to the line on a permanent basis (i.e.,
44 other than to comply with **Section 11 C. 2.**). The Company may return an SLI to the line
45 on a permanent basis at any time, without prior notice. In either case, the SLI will be
46 afforded the following options to return to the line:

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- 1 a. An SLI may enter a category in which a junior pilot has either been converted or
2 received an advance entitlement while the SLI was assigned to the Training
3 Department and incur a category freeze under **Section 22 G**. If the SLI returns to a
4 category in which a junior pilot:
 - 5 1) was converted, the SLI will immediately be converted into that category.
 - 6 2) holds an advance entitlement, the SLI will:
 - 7 a) return to the category he held immediately prior to entering the Training
8 Department, and
 - 9 b) be converted in seniority order among other pilots being converted under the
10 bid award.
- 11 b. An SLI who is senior to at least one pilot in the category he held immediately prior to
12 entering the Training Department may return to such category without incurring a
13 category freeze.
- 14 c. An SLI who is unable to exercise the options in **Section 11 C. 7. a. or b.**, may enter a
15 category in which there is a junior pilot without incurring a category freeze.
- 16 8. An SLI will not train Captains or First Officers unless he has a minimum of 1000 hours
17 of FAR 121 PIC or SIC experience, of which 750 hours is PIC or SIC experience at the
18 Company.
19 Exception: The above requirements will not apply to a pilot who was an SLI on June 21,
20 2001.
- 21 9. A minimum of 30% of SLIs who train Captains or First Officers will have at least 500
22 hours of PIC experience at the Company.
- 23 10. The Company will replace an aircraft or simulator instructor upon a pilot's verbal
24 request. The pilot will, as soon as possible thereafter, submit a written confirmation of
25 the request that explains the basis of the request.
- 26 11. The Company will grant a pilot's request to replace an LCP conducting his OE, if the
27 request is made after his OE begins.
- 28 12. Line check pilot and proficiency check pilot.
 - 29 a. An LCP will not conduct a PIC line check and/or proficiency check unless he has a
30 minimum of:
 - 31 1) 1000 hours of flight experience as PIC for the Company, or
 - 32 2) 1000 hours of flight experience as PIC and/or SIC on the aircraft type.
33 Exception: LCP minimum requirements may be waived or modified in specific
34 instances by mutual agreement between the Company and the MEC Chairman.
 - 35 b. An LCP:
 - 36 1) will be paid at 115% of the rate applicable to the position he holds for the greater
37 of the actual or scheduled block time of flight segment(s) when he performs LCP
38 duties on such segment(s) in a rotation:
 - 39 a) on which he was scheduled to be an operating crewmember, or
 - 40 b) which occurred during a reserve on-call day.
 - 41 2) who is removed from a rotation(s) on which he was scheduled to be an operating
42 crewmember to perform LCP duties will be paid the greater of the dollar value of
43 the:
 - 44 a) scheduled credit of the rotation(s) removed, or

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- 1 b) actual credit of the rotation(s) flown, with the block time of the flight
2 segment(s) on which he performs LCP duties computed at 115% of the rate
3 applicable to the position he holds.
- 4 Note: An LCP removed from his line to perform line checks will be paid under
5 **Section 11 C. 12. b. 2) a) or b).**
- 6 3) who on a voluntary basis, by mutual agreement between the pilot and the
7 Company, performs LCP duties on his day(s)-off (as indicated on his line) will be
8 paid for his duty period no less than the dollar value of the greater of the actual or
9 scheduled block time of the flight segment(s) on which he performs LCP duties,
10 computed at 115% of the rate applicable to the position he holds.
- 11 4) may perform LCP duties in a position other than the position he holds. At the
12 Company's discretion, a pilot who has volunteered and was an LCP in his
13 previous position, may serve as an LCP in his previous position. Such LCP will
14 not be considered when determining the Company's compliance with
15 **Section 22 C.** for the previous position in which he is performing LCP duties. In
16 such a circumstance, the LCP will be paid under **Section 11 C. 12. b. 1), 2) or 3)**
17 (whichever is applicable) based on the greater of the rate applicable to the
18 position he holds, or the rate applicable to the position in which he performs LCP
19 duties.
- 20 c. A pilot will not serve as a PCP for Captains or First Officers unless he has a
21 minimum of 1000 total hours of FAR 121 PIC and/or SIC experience, of which 750
22 hours are PIC and/or SIC experience at the Company (500 hours for a pilot who was a
23 PCP on June 21, 2001).
- 24 13. While assigned to active duty in the Training Department:
- 25 a. a Captain SLI will be paid at the applicable composite hourly rate in the highest
26 paying position he can hold, capped at the applicable B-767-300 domestic Captain
27 composite hourly rate.
- 28 b. a First Officer SLI will be paid at the applicable composite hourly rate in the highest
29 paying position he can hold, capped at the applicable B-767-400 domestic First
30 Officer composite hourly rate.
- 31 c. an SLI will:
- 32 1) receive a 75 hour pay guarantee.
- 33 2) not be required to perform more than 22 SLI duty periods in a bid period.
- 34 3) be afforded the opportunity to designate his preference for up to four consecutive
35 golden days in each bid period, which will be granted if the needs of the Training
36 Department permit.
- 37 4) not be required to work on his golden day(s).
- 38 5) receive 5:00 pay in addition to his guarantee for each SLI duty period in excess of
39 15 in a bid period.

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D. Non-Seniority List Instructors

1. An NSLI:

- a. will not perform:
 - 1) flight duty as a crewmember,
 - 2) pilot evaluations, or
 - 3) as part of a crew complement during an evaluation.
- b. 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.
- c. 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.
- d. may not serve as PCP for a pilot.

Exception one: The requirements of **Section 11 D. 1. b.** will not apply to a furloughed pilot.

Exception two: NSLIs who have at least 500 hours as a Captain for the Company may perform all items above except service as a crewmember during an evaluation and performance of 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 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 will be invited to attend the first meeting concerning

Section 11 - Training

1 course development for the following CQ cycle. The course materials will be provided to
2 the MEC Training Committee Chairman allowing sufficient time for review prior to
3 Company initial submission to the FAA for approval.

- 4 4. Upon request, the MEC Training Committee Chairman will be given access to training
5 critiques submitted under **Section 11 I. 12.** (with the name of the pilot submitting the
6 critique redacted).

7 8 F. Scheduling Rules

- 9
10 1. A pilot will be removed from scheduled flying and reserve obligations on each day of his
11 continuous training.
12 2. The minimum time between the posting of qualification training in DBMS and
13 commencement of such training will be:
14 a. 15 days if the training is a result of an AE or VD award.
15 b. 25 days if the training is a result of an MD award.

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

- 18 1) to reestablish recency or aircraft model currency.
19 2) that is required by the FAA for a pilot who has not completed consolidation
20 requirements.
21 3) recommended or required by the Company or the FAA, on a case by case basis, to
22 enable a pilot to demonstrate or attain proficiency.
23 4) for a pilot who accepted a proffer of a training slot.
24 5) for a pilot who is returning from a leave of absence under **Section 13**, sick leave
25 under **Section 14** or furlough under **Section 21**.
26 6) that is:
27 a) distributed training.
28 b) CQ.
29 c) an In-Command Seminar.
30 d) an LCP Symposium.
31 e) without a corresponding pay treatment under **Section 11 B.** (e.g., mountain
32 flying training that is not part of CQ or qualification training).
33 3. Prior to a bid period in which a pilot may be scheduled for CQ training, the pilot may, via
34 DBMS, designate CQ golden day(s) by the date and time specified in **Section 23 B.** A
35 pilot will not be scheduled for CQ on a CQ golden day(s).
36 4. A CQ training assignment will be placed on a pilot's line by the date and time specified
37 in **Section 23 B.** for the bid period in which the training is scheduled to occur.
38 5. A training slot that is vacated after the posting of awards in DBMS will be proffered to
39 available AE holders in order of seniority.
40 6. Normally, pilots who are awarded:
41 a. VDs will be scheduled for training in seniority order prior to pilots awarded MDs.
42 b. MDs will be trained in inverse seniority order.
43 7. CQ Training
44 a. A pilot will be notified via DBMS at least 60 days before the commencement of the
45 first bid period in which he is eligible for CQ training.

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- 1 b. Under **Section 23 B.**, a pilot will advise Crew Scheduling of any leave of absence or
2 other known period in which he will be unavailable for training.
- 3 c. A pilot will not take any steps within his control that restrict his availability for CQ
4 training during a period beginning 30 days before he is eligible for CQ training and
5 ending with the posting of his CQ training schedule.
- 6 d. Upon being scheduled for CQ training, and absent a personal emergency, a pilot will
7 not engage in activity within his control that interferes with the training schedule.
- 8 e. A pilot will not be assigned to ground or flight simulator training, including briefing
9 and debriefing, between 0100 and 0500 (pilot's base time).
- 10 f. The Company may extend CQ training due to facility or equipment unavailability.
11 Exception: The Company will not extend CQ training into a pilot's CQ golden day(s)
12 without his consent. If the pilot does not agree to such an extension, he will be
13 released from training and may be reassigned to another CQ training day(s) at the
14 discretion of the Company in order to avoid a lapse of qualifications. If reassigned,
15 the pilot will receive pay and credit under **Section 11 B. 1.**
- 16 8. Intentionally left blank
- 17 9. Aircraft flight training will be wholly conducted during daylight hours.
18 Exception one: Briefing and debriefing may be conducted during non-daylight hours.
19 Exception two: Aircraft flight training may be conducted during non-daylight hours if
20 the pilot has received simulator training in the same aircraft type.
- 21 10. A pilot will receive:
22 a. a duty-free period of at least ten hours before commencement of training at his base.
23 b. a duty-free period of at least ten hours between each training period.
24 c. at least one day free of duty in each consecutive seven-day period during ground,
25 simulator or flight training.
26 d. a duty-free period of at least nine hours after his completion of training.
- 27 11. A regular pilot will not be inversely assigned to a rotation that reports before he has
28 received a duty-free period of at least 11 hours after his completion of training.
- 29 12. A reserve pilot will not be required to be contactable before he has received a duty-free
30 period of at least nine hours after his completion of training.
- 31 13. A pilot will not be:
32 a. assigned to:
33 1) a training period that exceeds the maximum scheduled duty times under
34 **Section 12 D. 1.**
35 2) ground or flight simulator training, including briefing and debriefing, between
36 0100 and 0500 (local time) during qualification training.
37 Exception: An entry level pilot may be so assigned during such 0100 - 0500
38 period.
39 b. required to:
40 1) report for training away from his base less than ten hours after block-in at the
41 airport of the training location.
42 Exception: A pilot may be scheduled to travel to and attend ground training
43 within the same duty period provided all of the following conditions are met:
44 a) The training is conducted in no more than five consecutive hours.
45 b) Duty time, including travel and training, does not exceed ten hours.
46 c) The pilot:

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- 1 i. is not required to depart his base earlier than 0800 (pilot's base time).
- 2 ii. is not required to remain in training that day beyond 1800 (pilot's base
- 3 time).
- 4 iii. does not undergo flight simulator training, aircraft training or a
- 5 proficiency check within the duty period.
- 6 2) advance to a simulator period that is more than one simulator period earlier (e.g.,
- 7 C to B) in a 24-hour period
- 8 c. scheduled for:
- 9 1) more than eight hours of training in a day.
- 10 2) a flight simulator period or level five or higher FTD period that exceeds four
- 11 hours (exclusive of brief, debrief and break) in a day.
- 12 14. Flight simulator training is:
- 13 a. duty time under **Section 12 D. 1.** (Maximum Scheduled Duty Time) and
- 14 **Section 12 G.** (Break-in-Duty).
- 15 b. not considered flight time.
- 16 15. Ground School
- 17 a. The classroom schedule for qualification training will not exceed:
- 18 1) eight hours (excluding lunch break) per day.
- 19 2) five days during any consecutive seven day period.
- 20 b. The classroom schedule for CQ will not exceed:
- 21 1) eight hours (excluding lunch break) per day.
- 22 2) five days during any consecutive seven day period.
- 23 c. Ground training curriculum will be designed to be presented within the classroom
- 24 schedule.
- 25 d. CQ training curriculum will be designed to adequately cover aircraft systems without
- 26 the need for after hours voluntary aircraft systems training.
- 27 e. Upon request, a pilot will be afforded an opportunity to review aircraft systems and
- 28 operation specifications with an instructor.
- 29 16. A pilot who has completed training but has not been converted into his new category will
- 30 be granted additional OE, upon request to his base Chief Pilot, provided 30 days have
- 31 elapsed since the completion of his most recent OE. The additional OE will be scheduled
- 32 to be conducted as soon as practical and within 30 days of the request.
- 33 17. A pilot who is undergoing training as a result of a MD will not be scheduled for OE on
- 34 his golden X-day(s) without his consent.
- 35 18. Recency and Reestablishment of Recency
- 36 a. A pilot will be provided at least 45 days notice via DBMS of the pending expiration
- 37 of his recency. The notice will advise the pilot to contact his Chief Pilot to schedule
- 38 recency of experience.
- 39 b. A pilot who has been notified of the pending expiration of recency will contact his
- 40 Chief Pilot at least 21 days before such expiration and designate 14 days in which he
- 41 may be scheduled recency of experience.
- 42 c. Recency of experience will consist of at least three takeoffs and three landings in an
- 43 aircraft or simulator.
- 44 d. A pilot undergoing recency of experience in a simulator away from his base may be
- 45 scheduled to travel to and from the simulator location and conduct the landings and
- 46 takeoffs within a single duty period.

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- 1 e. A pilot undergoing recency of experience will not be required to exceed the
2 maximum scheduled duty time under **Section 12 D. 1.** (based on a 30 minute report
3 and a 30 minute release).
- 4 f. If the pilot becomes unavailable during his designated 14 days of availability, the
5 Company may reschedule the pilot as soon as possible upon return to availability,
6 prior to expiration of recency.
- 7 g. If as a result of facility or equipment unavailability the pilot does not complete his
8 recency of experience within his designated 14 days of availability, then with mutual
9 consent, he may be rescheduled on an off-day or X-day after the 14 days of
10 availability. The Company may reschedule recency of experience during the
11 timeframe of the pilot's next rotation or reserve on-call day.
- 12 h. Recency of experience will not be posted in DBMS.
- 13 19. A pilot who is scheduled for qualification training days in excess of 19 in a 30 day bid
14 period, or 20 in a 31 day bid period ("an excess training day"), may elect to receive:
15 a. 3:00 pay, no credit (in addition to other pay for the bid period) for each excess
16 training day, or
17 b. a compensatory day off for each excess training day.
18 Note: A pilot who has more than one excess training day must select the same option for
19 all such excess training days.
20 Exception: **Section 11 F. 19.** does not apply to entry level pilots.
- 21 20. A pilot who is eligible for a compensatory day(s) off under **Section 11 F. 19.** will:
22 a. take such day(s) off in the current or a future bid period, by mutual agreement with
23 Crew Scheduling,
24 b. have such day(s) added to a current year vacation period(s), by mutual agreement
25 with Vacation Planning, or
26 c. have such day(s) added to his earned vacation for the next vacation year if not used in
27 the current vacation year.

28 29 G. Training Opportunities

- 30
31 1. A pilot who fails to successfully complete any initial, transition, upgrade, or
32 requalification training will:
33 a. return to the category he held prior to entering training, provided:
34 1) such previous category exists,
35 2) he is senior to a pilot in such previous category, and
36 3) he successfully requalifies for his previous position.
37 or
38 b. displace into any category for which his seniority is sufficient, provided he:
39 1) is not senior to a pilot in his previous category or his previous category no longer
40 exists, and
41 2) he successfully completes training for such position.
42 c. be unqualified to fly in any category if he does not successfully:
43 1) requalify under **Section 11 G. 1. a. 3)**, or
44 2) complete training under **Section 11 G. 1. b. 2).**

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- 1 2. A pilot under *Section 11 G. 1. a. 3)* or *b. 2)*, who later fails to successfully complete any
2 initial, transition, upgrade or requalification training will:
3 a. return or displace under *Section 11 G. 1.*, and
4 b. be ineligible to be awarded any other position for the duration of his career.
5 Exception: If the pilot is involuntarily displaced, he will, if his seniority is sufficient,
6 be permitted an additional training opportunity (initial, transition, upgrade or
7 requalification). If he fails to successfully complete such training opportunity, he will
8 be unqualified to fly in any category.
9 3. *Section 11 G.* does not apply to line evaluations and CQ.

10 11 H. Requalification

12
13 A pilot who has remained unqualified in an aircraft model for six months or longer will, at
14 pilot option, be assigned to a full initial ground school.

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

17 18 I. General

- 19
20 1. A pilot will receive positive space coach on-line transportation, or a space available pass
21 with a priority of SA-1 for travel on Comair (so long as it is a wholly owned subsidiary),
22 to travel between the training location and any Company station:
23 a. before and after training.
24 b. at his request during each duty-free period of 48 hours or more, if sales are authorized
25 at the time of his attempted booking.
- 26 2. A pilot's initial reservation will be made to and from the pilot's base. He may change
27 this routing to be between the training location and any Company station if sales are
28 authorized at the time of his attempted booking by coordinating with JSA/XCM.
- 29 3. A pilot who travels to training away from base will be considered to have traveled
30 between his base and the training location in accordance with his initial reservation for
31 purposes of determining PWA and FAR compliance, training pay, and expenses.
- 32 4. During an evaluation (e.g., proficiency check, rating ride, LOE), the Company will not
33 simultaneously train another pilot in the simulator.
- 34 5. During aircraft flight training, no person will be onboard other than the pilot trainees and
35 the instructors and evaluators then engaged in instruction.
36 Exception: This restriction does not apply to:
37 a. the ferry of an aircraft to or from the airport at which training is conducted.
38 b. aircraft training out of an airport where deplaning facilities are not available.
39 c. a pilot who remains onboard at his request.
- 40 6. A pilot will be advised and, upon request, provided a copy of any unsatisfactory written
41 report prepared during any phase of a training program.
- 42 7. The Company will grant the request of a pilot undergoing proficiency training or
43 evaluation to allow another pilot to be present as an observer. The observer will be:
44 a. selected by the pilot undergoing training,
45 b. a Captain, and
46 c. bid-qualified on the aircraft type.

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

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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 that
8 is the projected average of all regular line values, for a position, for a bid period.
- 9 2. "Attrition" means the number of pilots who leave the active service of the Company due
10 to retirement, medical leave, any leave in excess of 30 days, disability, death, or
11 termination.
- 12 3. "Break-in-duty" means a rest period (measured from release to report) that is sufficient to
13 break a pilot's duty period under *Section 12 G*.
- 14 4. "Carry-over rate" means the dollar value of a pilot's accumulated credit for a bid period
15 divided by such accumulated credit, expressed in dollars per minute.
- 16 5. "Co-terminal" means the following airport combinations:
17 a. DCA/IAD
18 b. DFW/DAL
19 c. IAH/HOU
20 d. JFK/EWR/LGA
21 e. LAX/BUR/LGB/ONT/SNA
22 f. MIA/FLL
23 g. ORD/MDW
24 h. SFO/OAK/SJC
- 25 6. "Crew Scheduling assigned X-day" means an X-day placed on a pilot's schedule in
26 accordance with *Section 12 N. 2.* and/or *Section 12 N. 7.*
- 27 7. "Domestic category pilot" means a regular or reserve pilot who is not an international
28 category pilot.
- 29 8. "Duty period" means the elapsed time from report to release (for a break-in-duty).
- 30 9. "Full service bank" or bank means an individual account maintained in DBMS for each
31 pilot into which he may deposit and from which he may withdraw or borrow credit on a
32 minute basis.
- 33 10. "International category pilot" means a regular or reserve pilot holding a position for
34 which qualification for trans-oceanic navigation procedures is required.
- 35 11. "International operation" means a flight segment to or from an airport, or between
36 airports, located outside the contiguous 48 states of the United States.
37 Exception: A flight segment to or from an airport located in Canada or Alaska will not
38 be considered an international operation.
- 39 12. "Intra-theatre flying" means a flight segment(s) flown by international category pilots
40 between airports located outside the contiguous 48 states of the United States.
41 Exception: An ocean crossing flight segment is not intra-theatre flying.
- 42 13. "Ocean crossing" means a flight segment:
43 a. across the Atlantic Ocean, or
44 b. across the Pacific Ocean, as follows:
45 1) between the North American continent and the Hawaiian Islands,
46 2) between the Hawaiian Islands and any point west of the 160 degree meridian,

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- 1 3) from the North American continent to a point west of the 160 degree meridian,
2 4) from a Pacific Rim airport to Australia and/or New Zealand,
3 or,
4 c. to or from an airport in South America, as follows:
5 1) between the United States and any point south of the equator on the South
6 American continent, and
7 2) any flight segment scheduled for greater than eight hours to, within or from the
8 South American continent,
9 or,
10 d. to or from an airport in Europe that crosses latitude 36°N. and/or longitude 45°E.
- 11 14. “Operational crewmember” means a pilot who operates the controls of the aircraft, assists
12 in the operation or control of the aircraft, and/or serves as a relief Captain or relief First
13 Officer.
- 14 15. “Release” means:
15 a. for purposes of determining a pilot’s break-in-duty, the later of:
16 1) 30 minutes after the block-in of his last flight segment, or
17 2) the actual time he is released by the Company (after completion of any additional
18 duty required by the Company) to begin a rest period sufficient to break his duty
19 period under *Section 12 G*.
20 b. for purposes of determining a pilot’s duty period credit and rotation credit, the later
21 of:
22 1) 30 minutes after the actual block-in of his last flight segment,
23 2) 30 minutes after the adjusted block-in of his last flight segment determined by
24 adding the scheduled block time of such flight segment to the later of the
25 scheduled or actual departure time of such flight segment, or
26 3) the actual time he is released by the Company (after completion of any additional
27 duty required by the Company) to begin a rest period sufficient to break his duty
28 period under *Section 12 G*.
- 29 16. “Relief Captain” means a Captain who is current in his position and augments a crew.
30 17. “Relief crew” means a relief Captain and a relief First Officer, collectively.
- 31 18. “Relief First Officer” means a type rated First Officer who is current in his position and
32 augments a crew.
- 33 19. “Report” means the later of the actual or scheduled time that a pilot begins duty. Such
34 scheduled time:
35 a. in a domestic category is:
36 1) one hour before the scheduled departure of the first flying (excluding deadhead)
37 segment.
38 2) 30 minutes before the scheduled departure of the first on-line deadhead segment.
39 3) 90 minutes before the scheduled departure of the first off-line deadhead segment.
40 b. in an international category is:
41 1) 90 minutes before the scheduled departure of the first:
42 a) flight segment (excluding an intra-theatre deadhead flight segment) in a duty
43 period containing an ocean crossing, (including an ocean crossing deadhead,
44 that originates outside the continental United States).
45 b) off-line deadhead segment.
- 46 Exception: Flight segments to/from Hawaii will have a 60-minute report.

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- 1 2) one hour before the scheduled departure of an:
 - 2 a) intra-theatre flight segment, (including a non-ocean crossing deadhead that
 - 3 originates outside the continental United States).
 - 4 b) ocean crossing deadhead that originates within the United States.
 - 5 c) international category duty period composed solely of domestic flying.
- 6 3) 30 minutes before the scheduled departure of a deadhead that originates and
- 7 terminates within the continental United States.
- 8 20. “Rotation” means a duty period, or series of duty periods, that is identified by number
- 9 and scheduled to begin and end at a pilot’s base, and all the flight segments contained
- 10 therein. The release of a regular pilot for a break-in-duty at his base that is within such a
- 11 series of duty periods (“in base layover”) will not end his rotation.
- 12 21. “Scheduled block times” means the greater of the flight times set forth in the:
 - 13 a. Company operating schedules, or
 - 14 b. bid package.
- 15 22. “Trans-oceanic duty period” means a duty period that contains an ocean crossing
- 16 (including deadheading).
- 17 23. “Window of circadian low” (WOCL) means 0101 to 0459 (pilot’s base time).
- 18 24. “X-day” means a 24-hour duty-free period at a pilot’s base, on a reserve line.
- 19 25. “Year” means a calendar year.

20

21 B. Block Hour Limit

22

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

25

$$26 \quad \text{Block hour limit} = 1000 - A - (75 \times B)$$

27

28 A = his block hours accumulated since January 1 of the current year plus his

29 scheduled block hours remaining in the current bid period, and

30

31 B = the number of bid periods remaining in the year subsequent to the bid period

32 for which the formula is being applied (e.g., B = 11 for the calculation for the

33 January bid period and B = 0 for the December bid period).

33

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

36

$$37 \quad \text{Block hour limit} = 1000 - C - 75$$

38

39 C = his block hours accumulated in the previous nine bid periods plus his

40 accumulated and remaining scheduled block hours in the current bid period.

41

42 Exception: If the block hours in an international category in the subsequent bid period

43 include ten percent or more domestic block hours, the block hour limit for a pilot in such

44 category will be the lesser of the limit derived from the formula in **Section 12 B. 1.** or **2.**

44

- 45 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.

45

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- 1 4. In the current bid period, a pilot will be limited by the block hour limit that was
 2 calculated for that bid period at 2359 hours on the last day of the previous bid period.
 3

4 C. Time Card

5
 6 The Company will display each pilot’s actual time, scheduled time and pay time in DBMS as
 7 expeditiously as possible.
 8

9 D. Maximum Scheduled Duty Time

- 10
 11 1. An international category pilot on a duty period composed solely of domestic or intra-
 12 theatre flying, and a domestic category pilot will not be scheduled to be on duty in excess
 13 of the duty time in the table below:
 14

<i>*Report</i>	<i>Maximum Scheduled Duty Time</i>
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

- 15
 16 a. Fractions of less than one minute will be rounded up to the next higher minute.
 17 b. *Report is referenced to the pilot’s base time.
 18 Exception: *Report is referenced to local time for:
 19 1) an international category pilot when engaged in international operations, and
 20 2) a domestic category pilot when involved in a foreign hub operation(s).
 21 2. A pilot may be scheduled for a duty period up to (and including) 15 hours, provided the
 22 duty period is composed of international operations:
 23 a. followed by a deadhead to the pilot’s base, or
 24 b. consisting solely of a deadhead to the pilot’s base.
 25 3. The maximum scheduled duty time of an international category pilot in a trans-oceanic
 26 duty period will be:
 27 a. 13 hours if the flight crew is not augmented.
 28 b. 14 hours if the flight crew is augmented with a relief First Officer.
 29 c. 16 hours if:
 30 1) the flight crew is augmented with a relief crew, and

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- 1 2) there are one or two scheduled landings.
- 2 d. the time from scheduled report to scheduled release if:
- 3 1) the flight crew is augmented with a relief crew, and
- 4 2) the duty period contains only one scheduled landing.
- 5 4. The maximum scheduled duty time limitations set forth in **Section 12 D.** are scheduling
- 6 limitations only. Maximum scheduled duty time is calculated as of the point in time of
- 7 initial publication or creation of a duty period. A pilot will not be rerouted or required to
- 8 be on duty more than two hours beyond his applicable maximum scheduled duty time in
- 9 **Section 12 D. 1.** and **3.** It is within the sole discretion of each individual pilot to decide
- 10 in any given situation whether he will remain on duty beyond his maximum scheduled
- 11 duty time plus two hours. A pilot's decision not to remain on duty beyond his maximum
- 12 scheduled duty time plus two hours will be accepted without challenge by Crew
- 13 Tracking.

14

15 E. Flight Time Limitations

16

- 17 1. An international category pilot will not be scheduled for block time in excess of eight
- 18 hours in a trans-oceanic duty period.
- 19 Exceptions: An international category pilot may be scheduled:
- 20 a. up to 12 hours block time in a trans-oceanic duty period if the flight crew is
- 21 augmented with a relief First Officer, or
- 22 b. in excess of 12 hours block time in a trans-oceanic duty period if the flight crew is
- 23 augmented with a relief crew.
- 24 2. FAR flight and duty time limitations will be calculated with reference to a pilot's base
- 25 time.

26

27 F. Maximum Scheduled Landings

28

- 29 1. An international category pilot on a duty period composed solely of domestic or intra-
- 30 theatre flying and a domestic category pilot will not be scheduled as an operational
- 31 crewmember for more than eight landings in a duty period.
- 32 2. An international category pilot will not be scheduled as an operational crewmember for
- 33 more than two landings in a trans-oceanic duty period.
- 34 Exceptions: An international category pilot:
- 35 a. may be scheduled as an operational crewmember for up to four landings in a duty
- 36 period composed of a flight segment from LAX to Hawaii, followed by intra-Hawaii
- 37 flying.
- 38 b. will not be scheduled as an operational crewmember for more than one landing:
- 39 1) in a trans-oceanic duty period that is scheduled for more than 16 hours, or
- 40 2) following a South American ocean crossing, or
- 41 3) following a Pacific ocean crossing (other than a Hawaii-West Coast ocean
- 42 crossing in either direction).
- 43 4) following a Pacific ocean crossing in a duty period with scheduled duty time in
- 44 excess of 14 hours and/or scheduled block time in excess of 12 hours (unless he is
- 45 part of a required crew complement of two full crews).

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- 1 5) following a West Coast-Hawaii ocean crossing (either direction) within a duty
2 period in which the scheduled departure of the first flight segment of the duty
3 period is before 0759, or after 1201, pilot's base time.
- 4 3. The maximum scheduled landing provisions in **Section 12 F.** are scheduling limitations
5 only. Maximum scheduled landings are determined as of the point in time of initial
6 publication or creation of a duty period. Unforeseen events (e.g., maintenance, fuel,
7 weather, sick crew member or passenger) may result in additional landings in a duty
8 period.

9
10 G. Break-in-Duty

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

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

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

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

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

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

41 Example:

42

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

43

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- 1 a. Assumption: The pilot is rerouted or delayed on rotation (4) to return to base on the
2 5th within nine hours of his report for A day of rotation (5-7).
- 3 b. Results:
 - 4 1) The pilot may be required to fly all or part of A day of rotation (5-7) as originally
5 scheduled even though he did not receive a nine hour break in base.
 - 6 2) The pilot remains on duty during the period that extends from block-in from
7 rotation (4) through block-out for rotation (5-7).
 - 8 3) The pilot's maximum scheduled duty time on the 5th is measured from his report
9 following his last break-in-duty.
- 10 5. A pilot who does not arrive at his layover hotel at least eight hours before scheduled
11 pickup time will be afforded at least eight hours at such hotel if,
 - 12 a. upon arrival at the hotel he informs Crew Tracking that he will be unable to report as
13 scheduled, and
 - 14 b. his late arrival at the layover hotel was through no fault of his own.
- 15 6. In order to maintain schedule integrity and afford a pilot at least eight hours at his layover
16 hotel, Crew Tracking may:
 - 17 a. reduce the scheduled report of the pilot by up to 30 minutes.
 - 18 b. remove a scheduled flight segment(s) from the pilot's line.
- 19 7. In order to achieve an FAR-required break in duty, Crew Tracking may reduce the
20 scheduled report of a pilot, with his concurrence, by up to 30 minutes.
21 Note: Such pilot's actual break-in-duty under **Section 12 G. 3.** will be based on an
22 unreduced report as defined in **Section 12 A. 19.**
- 23 8. The change of a pilot's report under **Section 12 G. 6. a.** will not affect his duty period
24 credit.
- 25 9. The removal of a flight segment from a pilot's line under **Section 12 G. 6. b.** will be
26 considered a reroute.
- 27 10. For purposes of line construction only, a pilot will be scheduled for a break-in-duty at
28 base of at least:
 - 29 a. 11 hours following a duty period that does not include an ocean crossing.
 - 30 b. 18 hours following a duty period that includes an ocean crossing (subject to
31 **Section 23 M. 8.**).
- 32 11. Following a trans-oceanic duty period, an international category pilot will:
 - 33 a. be scheduled for a break-in-duty away from base of at least:
 - 34 1) 13 hours after a scheduled duty period of 13 hours or less.
 - 35 2) 18 hours after a scheduled duty period greater than 13 hours.
 - 36 b. receive an actual break-in-duty:
 - 37 1) away from base of at least:
 - 38 a) 11 hours after a scheduled duty period of 13 hours or less.
 - 39 b) 14 hours after a scheduled duty period greater than 13 hours.
 - 40 2) at base of at least 13 hours.
- 41 12. Prior to a trans-oceanic duty period, an international category pilot will:
 - 42 a. be scheduled for a break-in-duty of at least 13 hours.
 - 43 b. receive an actual break-in-duty of at least 11 hours.

44 Exception: An international category pilot who deadheads on a domestic or intra-theatre
45 flight and is released for a break-in-duty prior to a trans-oceanic duty period will receive
46 an actual break-in-duty of at least eight hours.

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- 1 13. In order to determine what, if any, assignment has been placed on his schedule for the
2 period following his release, a reserve pilot is required to check and acknowledge his
3 schedule via DBMS/VRU after completion of the last flight segment of a rotation and
4 prior to release. At that time, his schedule may show an assignment:
 - 5 a. of a rotation with a report that is at least 12 hours after his release.
 - 6 b. to short call duty beginning no earlier than 10 hours after his release. (see
7 **Section 23 S. 9. b. Exception**)
 - 8 c. of a rest period beginning as early as his release time.
 - 9 d. of a Crew Scheduling assigned X-day.
- 10 14. A reserve pilot who arrives at his base on the last flight segment of his rotation may be
11 assigned additional flying prior to his release. If the additional flying is assigned:
 - 12 a. under **Section 23 N. or O.**, the pilot will be scheduled to be released with his
13 maximum scheduled duty time.
 - 14 b. under **Section 23 L. (Reroute)**, the pilot will be scheduled to be released with his
15 maximum scheduled duty time plus two hours.
- 16 15. Without his consent, a regular pilot will not be inversely assigned to a rotation with a
17 report that is within 11 hours of his release at his base.
- 18 16. The break-in-duty of a pilot who utilizes an off-rotation deadhead at the end of a rotation
19 will begin at his originally scheduled release.
- 20 17. A pilot who is unable to report for duty as scheduled during his rotation will contact
21 Crew Scheduling or Crew Tracking as far in advance as possible and provide notice of
22 the fact of and reason for his inability to report for duty as scheduled.

23 H. Duty Period Average (DPA)

- 24 1. A regular pilot who departs his base on a scheduled flight segment or a pilot on airport
25 standby duty (under **Section 23 V.**) will be guaranteed average pay and credit of not less
26 than five hours and fifteen minutes (5:15) for each duty period, including duty periods
27 added as a result of reroute.
28 Exception one: A pilot will not be entitled to DPA for a duty period in which a landing
29 was not made at an airport other than the airport of take-off or its co-terminal (except for
30 flight segments scheduled between co-terminals).
31 Exception two: A pilot will not be entitled to DPA for a duty period comprised solely of
32 deadheading.
33 2. A pilot who begins a rotation as a regular pilot will be eligible for DPA.
34 3. A pilot who begins a rotation as a reserve pilot will not be eligible for DPA.
35 Exception: A reserve pilot who performs an airport standby duty period will receive
36 DPA for such duty period.
37 4. A pilot who is granted a personal drop for a duty period(s) or portion thereof will not be
38 eligible for DPA for such duty period(s).
39
40

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1 I. Duty Period Minimum (DPM)

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

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

6
7 J. Reserve Duty Period Average

8
9 1. At the end of each bid period, a reserve pilot will receive the greater of:

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

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

16 Examples:

17 1) Example 1

18 a) Assumptions:

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

22 b) Result:

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

24 2) Example 2

25 a) Assumptions:

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

29 b) Result:

30 The pilot receives 70 hours pay and credit.

31 3) Example 3

32 a) Assumptions:

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

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

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

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

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

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1 Exception two: A duty period will not be a qualifying duty period under
2 **Section 12 J. 1. c.** if it is comprised solely of deadheading.

4 K. Duty Period Credit (“1 for 2”)

- 5
6 1. A pilot who reports for duty will be guaranteed a minimum duty period credit. Such
7 credit will be calculated on the greater of scheduled or actual duty time, prorated on a
8 minute-by-minute basis, for each duty period, as follows:
9 a. one hour credit for every two hours of duty time from 0600 to 2200 (pilot’s base
10 time), and
11 b. one hour credit for every one and three quarters hours of duty time,
12 1) from 2200 to 0600 (pilot’s base time), or
13 2) from 2200 to release from a duty period that includes 0359 (pilot’s base time).
14 2. A pilot who is granted a personal drop for a duty period(s) or portion thereof, will not be
15 eligible for duty period credit for such duty period(s).

17 L. Rotation Credit (“1 for 3½”)

- 18
19 1. A pilot will be guaranteed a minimum of one hour rotation credit for every three and one
20 half rotation hours, prorated on a minute-by-minute basis.
21 2. Rotation hours begin at report at the start of a rotation and end upon release at the pilot’s
22 base at the end of his rotation.
23 3. A pilot who reports for the last duty period of a rotation, but does not fly, will receive
24 rotation credit calculated at the pay rate applicable to the equipment he was scheduled to
25 fly.
26 4. A pilot who reports for the last duty period of a rotation and deadheads, but does not fly,
27 will receive rotation credit calculated at the pay rate applicable to the equipment he was
28 scheduled to fly.

30 M. Rotation Pay and Credit Calculations

- 31
32 1. When a rotation is constructed, the total pay and credit of such rotation is the greater of:
33 a. DPA (**Section 12 H.**),
34 Note: A duty period comprised solely of deadheading will have a minimum pay and
35 credit of 2:00 and a maximum pay and credit of 5:15. Such pay and credit will be
36 added to the DPA of a rotation containing such duty period(s).
37 b. rotation credit (**Section 12 L.**), or
38 c. the sum, on a duty period basis, of the greater of the duty period credit
39 (**Section 12 K.**), DPM (**Section 12 I.**) or scheduled flight time for each duty period in
40 the rotation.
41 2. At the completion of each rotation, a pilot will receive pay and credit for the greater of:
42 a. rotation credit (**Section 12 L.**),
43 b. the sum of his duty period credits (**Section 12 K.**),
44 c. DPA (**Section 12 H.**), if applicable,
45 d. the sum of his DPMs,
46 e. his flight time, or

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1 f. the pay and credit determined in *Section 12 M. 1.* (i.e., as constructed).

2 Note: Pay for credit calculated under *Section 12 M. 2. a., b. or c.*, if any, in excess of
3 flight time will be calculated at the pay rate applicable to the pilot's last non-deadhead
4 flight segment of the rotation.

- 5 3. For an asterisk rotation, a pilot will only be guaranteed pay and credit, as determined
6 under *Section 12 M. 1. c.*, for each duty period of his originally published rotation in the
7 current bid period. (see *Section 4 F. 6.*)
8

9 N. Duty-Free Periods

- 10
11 1. A regular pilot will not be required to standby or fly during a duty-free period.

12 Exceptions: A regular pilot may be assigned duty during a duty-free period:

- 13 a. as a result of flying or deadheading from one bid period into the next.
14 b. as provided in *Section 11 F.*
15 c. if inversely assigned under *Section 23 N. or O.*
16 d. as the result of a flight delay.
17 e. as the result of a reroute.
18 f. if he requests such duty.

- 19 2. A reserve line will contain:

- 20 a. 11 X-days in a 30-day bid period, and
21 b. 12 X-days in a 31-day bid period.

22 Note: Reserve pilots with 14 or more reserve days in a bid period will receive one
23 additional X-day in that bid period to be placed by Crew Scheduling at its discretion.

- 24 3. Six X-days on each reserve line will be inviolable (golden).

- 25 4. Golden days will be:

- 26 a. the earliest X-day(s) of any block that contains them, and
27 b. spaced through the bid period (i.e., golden days will not be stacked on the same or
28 mostly the same days, and will not be arranged to exclude placement on a holiday).

- 29 5. Each day will be a scheduled X-day on at least 15% of the reserve lines in each category.
30 Exception: This requirement will be reduced to one X-day in a category with less than 15
31 reserves or two X-days in a category with less than 20 reserves, but more than 14
32 reserves.

- 33 6. X-day(s) will begin at midnight (pilot's base time).

34 Exception one: X-day(s) may begin at a time other than midnight, by mutual agreement
35 between the Company and the MEC Scheduling Committee Chairman.

36 Exception two: X-day(s) which have been moved under *Section 23 S. 11. – 14.* may
37 begin at a time other than midnight.

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1 7. Reserve line X-day(s) proration table:

# 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
1-2	0	1-2	0
3-4	1	3-4	1
5-7	2	5-7	2
8-10	3	8-10	3
11-13	4	11-13	4
14-16	5	14-16	5
17-19	6	17-19	6
20-22	7	20-22	8
23-25	9	23-25	9
26-28	10	26-28	11
29-30	11	29-31	12

2 Note: Reserve pilots with 14 or more reserve days in a bid period will receive one
 3 additional X-day per bid period to be placed by Crew Scheduling at its discretion.

4 8. A reserve pilot will not be required to fly on an X-day(s).

5 Exceptions: A reserve pilot may be assigned duty on an X-day(s):

- 6 a. as a result of flying or deadheading from one bid period into the next.
- 7 b. as provided in **Section 11 F.**
- 8 c. if inversely assigned under **Section 23 N.** or **O.**, provided:
 - 9 1) the X-day(s) is not golden, and
 - 10 2) the inverse assignment (as scheduled) would not cause the pilot to exceed the
 - 11 ALV.
- 12 d. as the result of a flight delay.
- 13 e. as the result of a reroute.
- 14 f. if he requests such duty.

15 9. An X-day(s) may be moved, at pilot request, via PCS, if reserve availability in the
 16 category is sufficient (as determined by the application of the reserves-required formula
 17 under **Section 23 W. 4.**), provided the:

- 18 a. X-day(s) moved are either:
 - 19 1) an X-day block (comprised of single or multiple X-days, as originally published
 - 20 or pro-rated), or
 - 21 2) the first day and/or the last day of an X-day block as originally published or pro-
 - 22 rated, or
 - 23 3) part of a series of contiguous X-days that includes either the first or last day of an
 - 24 X-day block,
 - 25 and
- 26 b. movement of the X-day(s) does not cause an FAR violation, and
- 27 c. X-day(s) are not moved into or out of his scheduled vacation, and
- 28 d. X-day(s) are moved to be contiguous with:
 - 29 1) another X-day block,
 - 30 2) a training day,
 - 31 3) a vacation day,
 - 32 4) a PD/APD day, or

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- 1 5) a jury duty day,
2 Exception: An X-day block (comprised of single or multiple X-days, as originally
3 published or pro-rated) may be moved to a day(s) that is not contiguous with a day of
4 jury duty, PD/APD day, vacation day, training day, or another X-day block.
5 and
- 6 e. movement of an X-day(s) maintains a minimum separation between X-day blocks, or
7 between an X-day block and a training day(s), or between an X-day block and a
8 vacation day(s), or between an X-day block and a PD/APD day(s), or between an X-
9 day block and a day(s) of jury duty equal to the greater of the number of days in the
10 longest published rotation in the category, but not to exceed three days in a domestic
11 category or four days in an international category, and
- 12 f. X-day(s) sought to be moved begins at least 72 hours after the award date of the X-
13 day(s) move.
- 14 10. A golden day(s) will lose its status as a golden day if it is moved.
- 15 11. A pilot may waive an X-day(s). Such X-day(s) will be forfeited.
- 16
- 17 O. Full Service Bank
- 18
- 19 1. A pilot's bank will have an account balance that is positive, negative or zero.
- 20 2. A bank balance is subject to the following limits:
 - 21 a. A positive bank balance may not exceed 60 hours.
 - 22 b. A negative bank balance may not exceed 30 hours.
- 23 3. In each bid period:
 - 24 a. a pilot may deposit into his bank account up to 20 hours of credit that is accumulated
25 in excess of 80 hours in such bid period.
 - 26 b. the first five hours of credit a pilot accumulates in excess of 80 hours will be
27 automatically applied against a negative bank balance. Such repayment does not
28 constitute a deposit.
 - 29 c. a deposit will be applied against a negative bank balance.
 - 30 d. a pilot may withdraw all or any portion of his positive bank balance for the purposes
31 set forth in **Section 12 O. 4.**
 - 32 e. a pilot may borrow up to 20 hours of credit from his bank in a bid period for the
33 purposes set forth in **Section 12 O. 4.**
- 34 4. A pilot may withdraw or borrow from his bank account for the following purposes:
 - 35 a. to receive additional credit for pay purposes (up to the lesser of the ALV plus five
36 hours or 82 hours) for the current bid period.
37 Exception: A pilot may not withdraw more than five hours from his bank in a bid
38 period in which the pilot is awarded a GS.
 - 39 b. to purchase up to ten vacation days for use during the subsequent vacation year.
 - 40 c. to purchase, by mutual agreement, up to ten vacation days for use during the current
41 vacation year.
- 42 Note: See **Sections 7 E. 4.- 6.** concerning placement of purchased vacation days.
- 43 5. A pilot may not use more than ten purchased vacation days in any vacation year.
- 44 6. Bank credit withdrawn or borrowed by a pilot will be paid at his carry-over rate for the
45 bid period in which such transaction occurs.
- 46 7. Bank transaction requests must be submitted via DBMS under **Section 23 B.**

Section 12 – Hours of Service

- 1 8. A bank transaction(s) will be processed at the end of a bid period.
- 2 9. A pilot's bank deposit will be processed before any other bank transaction initiated by
- 3 him.
- 4

5 P. Co-terminal Operations

- 6

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

25 Q. Sleep Opportunity Time - Domestic Category Only

- 26

- 27 1. At the time of publication of the bid package if a duty period is scheduled to intrude into
28 a WOCL, it will:
 - 29 a. contain no more than two landings within the WOCL.
 - 30 b. not contain a flight segment(s) originating subsequent to the WOCL.
- 31 2. An initial line will not contain:
 - 32 a. consecutive duty periods that intrude into the WOCL, unless the intervening break-in-
 - 33 duty:
 - 34 1) is at least 21 hours, or
 - 35 2) includes the period from 0000 to 0759 (pilot's base time).
 - 36 b. a rotation with more than two duty periods that intrude into a WOCL.
- 37 3. Exceptions to the rules under **Section 12 Q. 1.** or **2.** may be made with the concurrence of
- 38 the MEC Scheduling Committee Chairman.

Section 12 – Hours of Service

1 R. DBMS Display

2

3

1. The Company will make available to each pilot via DBMS his block hours flown in the:

4

a. previous seven days.

5

b. previous 30 days.

6

c. previous 90 days.

7

d. current calendar month.

8

e. current calendar year.

9

f. previous 12 months.

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1 SECTION 13

2
3 LEAVES OF ABSENCE

4
5 A. Personal Leave

6
7 The Company may grant a pilot an unpaid personal leave when operations permit.

8
9 B. Medical Leave

- 10
11 1. A pilot who is unable to perform flight duties due to sickness or injury will be granted an
12 unpaid medical leave upon exhaustion of sick leave, or later if the pilot elects to utilize
13 earned vacation. During such leave a pilot may be entitled to benefits under the D&S
14 Plan.
15 2. A pilot will be eligible to return to active payroll status or to begin training required in
16 order to return to active payroll status within ten years from the beginning of a medical
17 leave.
18 3. A pilot who does not return to active payroll status, or does not begin training required in
19 order to return to active payroll status, within ten years from the beginning of a medical
20 leave will be removed from the seniority list. A pilot who does not successfully complete
21 such training will not be deemed to have returned to active payroll status for purposes of
22 **Section 13 B.**

23
24 C. Return from Leave

- 25
26 1. A pilot who returns to active payroll status after an unpaid leave of less than six months
27 will return to the category he held at the beginning of his leave, unless a pilot senior to
28 him was involuntarily displaced from that category during his leave. If a pilot senior to
29 him was involuntarily displaced from that category during his leave, or the category no
30 longer exists, the pilot will transfer to the category of his choice that his seniority permits
31 him to hold.
32 2. A pilot who returns to active payroll status after an unpaid leave of six or more months
33 may:
34 a. return to the category he held at the beginning of the leave.
35 Exception: If a pilot senior to him was involuntarily displaced from that category
36 during his leave, or the category no longer exists, the pilot will transfer to the
37 category of his choice that his seniority permits him to hold, or
38 b. transfer to a category in which there has been an advance entitlement awarded during
39 his leave that his seniority permits him to hold. Upon such transfer, the pilot will
40 incur a training freeze under **Section 22 G.**
41 3. A pilot who requires training and who gives Crew Resources at least 30 days advance
42 written notice of the date of his anticipated return to active payroll status from an unpaid
43 leave of two months or more will be returned to active payroll status upon the conclusion
44 of such leave. A pilot who requires training but has not given such notice, will continue
45 on unpaid leave until the earlier of 1) the date he begins training, or 2) 30 days after he
46 provided written notice to Crew Resources of his availability to return to active payroll

Section 13 – Leaves of Absence

1 status. Such training will be scheduled to begin with the earliest training class that has a
2 vacancy.

3 Exception: This provision will not apply to a pilot who returns from a medical leave of
4 absence during which he is eligible to receive benefits under the D&S Plan. Such pilot
5 will be returned to active payroll status upon presentation of a valid First Class Medical
6 Certificate to his Chief Pilot, unless he is being evaluated under *Section 15*.

- 7 4. An administrative pilot will return to the line under *Section 10 B*.
- 8 5. A pilot who is released from duty for Association business will return to duty under LOA
9 #1 (Release From Duty for Association Business: Option to be Removed From Category
10 & Return to Duty).
- 11 6. A pilot who returns from a leave of absence and who has not been awarded a line for the
12 bid period in which he returns will be placed on a specially created reserve line and, if
13 training is required, he will be trained as soon as possible.

14 D. Military Leave

- 15 1. Upon his request, a pilot will be granted an unpaid military leave in accordance with
16 applicable law.
- 17 2. Military leaves will expire according to the following (or earlier at the pilot's request):
 - 18 a. Military leaves in excess of 180 days shall expire at the earlier of 90 days after
19 discharge from active service or five years from the start of the leave.
 - 20 b. Military leaves in excess of 30 days, but less than 180 days will expire 14 days after
21 the conclusion of uniformed service.
 - 22 c. Military leaves of 30 days or less will expire eight hours after the conclusion of
23 uniformed service.
- 24 Exception: If a pilot is interned as a prisoner or hostage of war during a military leave,
25 his military leave will expire 180 days after his release.
- 26 3. The Company may:
 - 27 a. intervene with the appropriate military or draft board authorities to seek a deferment
28 of military service, or
 - 29 b. seek a deferment or cancellation of military training.

30 E. Jury Duty/Witness Appearance

- 31 1. A pilot will be released from duty, and paid and credited as shown on his line, to
32 participate in a legal proceeding as:
 - 33 a. a juror, or
 - 34 b. a subpoenaed witness in:
 - 35 1) criminal litigation, or
 - 36 2) legal or administrative proceedings arising out of his employment.
- 37 Exception: This provision does not apply to *Section 1, 18, 19* or *27* proceedings.
- 38 2. A pilot will immediately notify his Base Chief Pilot upon receipt of a summons or
39 subpoena. A pilot who does not so notify his Base Chief Pilot will not be paid during his
40 absence.
- 41 3. The Company may intervene with the appropriate authorities to seek release from or
42 deferral of jury duty or appearance as a witness.

Section 13 – Leaves of Absence

- 1 4. A pilot subpoenaed as a witness in a legal or administrative proceeding not arising out of
- 2 his employment may, operations permitting, be granted a change of X-day(s) or a
- 3 personal drop to accommodate such appearance.
- 4

5 F. Transfer Leave

- 6
- 7 1. A pilot who transfers to a different base will, upon request, be granted unpaid transfer
- 8 leave between his last commitment at his old base and his first commitment at his new
- 9 base.
- 10 Exception: Transfer leave does not apply to a pilot who is entitled to and receives a paid
- 11 move under **Section 6 B.**
- 12 2. The length of transfer leave will be determined by the distance between the bases. A
- 13 pilot will be afforded one day of transfer leave for every 400 miles, or portion thereof,
- 14 between bases. Transfer leave will not be less than three days, nor more than seven days.
- 15 3. Transfer leave will be designated in either the bid period before the conversion date, or
- 16 the bid period after the conversion date, as follows:
- 17

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

- 18
- 19 4. The projection and line guarantee of a regular pilot will be reduced by the value of the
- 20 rotation(s) dropped.
- 21 5. The monthly guarantee of a reserve pilot will be reduced by 1/18th of the reserve
- 22 guarantee for each reserve on-call day removed from a pilot's line due to a transfer leave.
- 23

24 G. Maternity Leave

- 25
- 26 1. Upon confirmation by a physician of pregnancy, a pilot will provide her Chief Pilot with
- 27 a letter from her physician confirming pregnancy and indicating an estimated delivery
- 28 date.
- 29 2. If a pregnant pilot's physician provides a written release for flight status, the pilot may
- 30 continue to fly until the end of the second trimester (26th week) of pregnancy.
- 31 3. A pilot who provides medical certification of pregnancy will be released from duty upon
- 32 her request, but not later than the end of the second trimester (26th week) of pregnancy.
- 33 Such pilot will be eligible to use sick leave and unused earned vacation immediately upon
- 34 her release from duty. Such pilot will be granted an unpaid medical leave upon
- 35 exhaustion of sick leave, or later if she elects to use earned vacation.
- 36 4. A pilot who is medically disabled from performing flight duty on account of pregnancy
- 37 will be eligible for disability benefits under the D&S Plan.
- 38 5. A pilot who is on medical leave on account of pregnancy who has not lost her First Class
- 39 Medical Certificate, but who in the judgment of her physician and the Company's
- 40 Director of Health Services (or his designee) is medically disabled from performing flight

Section 13 – Leaves of Absence

1 duty, and whose return to active payroll status will be expedited by doing so, will be
2 deemed to have lost her First Class Medical Certificate for purposes of long term
3 disability benefit eligibility under the D&S Plan, for a period not to exceed six months.

- 4 6. A pilot's eligibility for sick leave and/or medical leave on account of pregnancy will
5 expire six weeks following normal delivery, or eight weeks following delivery by
6 cesarean section.

7 Exception: Upon medical certification that the pilot's condition or health prevents her
8 return to flight duty, her sick leave/medical leave will be extended beyond such dates.

- 9 7. A pilot on medical leave on account of pregnancy will continue to receive Company paid
10 medical/dental coverage and life insurance for herself and her eligible family members
11 for the first 30 days of such leave and during any period in which she is receiving
12 benefits under the D&S Plan. A pilot may thereafter continue medical/dental coverage
13 and life insurance at her cost for the duration of such leave.

- 14 8. A pilot on medical leave on account of pregnancy will be responsible for any optional
15 insurance premiums (including, but not limited to, optional additional life insurance,
16 dependents life insurance, accidental death and dismemberment insurance, and voluntary
17 personal insurance).

- 18 9. Return to flight status will be contingent upon medical certification from the pilot's
19 physician of her fitness to return to flight status without restrictions or limitations.

20 21 H. Family Leave

22
23 A pilot will be eligible for family leave in accordance with Human Resources Practices
24 Manual reference 1028.6 and 1028.7, dated February 15, 2003.

25 Exception: The threshold 540 hours requirement will be based on pay hours, not flight
26 hours.

27 28 I. Death in the Immediate Family

- 29
30 1. Upon notifying his Chief Pilot or his designee, a pilot will be released from duty when a
31 death occurs in his immediate family. A pilot's "immediate family" includes his:

- 32 a. spouse,
33 b. children,
34 c. parents,
35 d. parents-in-law,
36 e. grandparents,
37 f. grandchildren,
38 g. siblings,
39 h. stepparents,
40 i. brothers-in-law,
41 j. sisters-in-law,
42 k. sons-in-law,
43 l. daughters-in-law,
44 m. grandparents-in-law,
45 n. stepparents-in-law, and
46 o. any wholly dependent relative residing in the employee's household.

Section 13 – Leaves of Absence

- 1 2. Such pilot will be paid and credited as shown on his line for a period of up to four
2 consecutive days beginning with the first duty period or reserve on-call day from which
3 he was released.
- 4 3. The remains of a deceased pilot, pilot's spouse, pilot's children and the pilot's parents
5 may be shipped at Company expense over the lines of the Company.

6
7 J. General

- 8
9 1. While on a leave of absence, a pilot will not engage in:
10 a. aviation employment without prior permission from the Company, or
11 b. business activities adverse to the Company's interest.
- 12 2. A pilot on an unpaid leave of absence will be eligible for continued Company
13 medical/dental coverage for the first 30 days of leave. A pilot may thereafter continue
14 medical/dental coverage and life insurance at his cost for the duration of the leave, in
15 accordance with procedures established by the Company.
- 16 3. For line construction purposes, the value of an unpaid leave of absence will be 1/30th or
17 1/31st of the ALV for each day of such unpaid leave.

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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 2. "Employment year" means a one-year period beginning on a pilot's employment anniversary date.
- 13
14 3. "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.
- 15
16
17 4. "Scheduled 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**.
- 18
19
20 5. "Scheduled 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**.
- 21
22
23 6. "Sick" means disabled due to sickness, as defined in **Section 14 A. 7**.
- 24 7. "Sickness" means any personal medical condition of a pilot, physical or mental, that disables him from performing duties as a flight crewmember.
- 25
26 8. "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.
- 27
28 9. "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.
- 29
30

31 B. Dental Conditions

- 32
33 1. With respect to dental conditions, a pilot will be deemed to be sick for purposes of sick leave only for periods of absence:
- 34 a. during which he is hospitalized,
 - 35 b. during which he is taking prescription medication that makes him ineligible for flying status,
 - 36 c. due to any of the following types of surgery:
 - 37 1) Gingivectomy (excision of gum tissue in pyorrhea)
 - 38 2) Apicoectomy (amputation of the apex of tooth)
 - 39 3) Surgical removal of impacted teeth.
- 40 (Note: Definitions from Taber's Condensed Medical Dictionary)
- 41
42
43 2. A pilot will not be deemed sick for purposes of sick leave during absences due to other types of dental care or treatment.
- 44

Section 14 – Sick Leave

C. Injury on Duty

1. A pilot who is sick due to an injury occurring on duty with the Company, will be eligible for up to 90 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) 1/30th or 1/31st of the ALV for each day of his scheduled accident leave.
 - b. a reserve or unassigned pilot will be paid and credited:
 - 1) 1/18th of the reserve guarantee for each of his on-call day(s) lost due to unanticipated accident leave, or
 - 2) 1/30th or 1/31st of the reserve guarantee for each day of his scheduled accident leave.

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

D. Eligibility for Sick Leave Credit Hours

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

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

- b. exhausts his sick leave credit hours during any employment year, and whose absence due to sickness continues through his anniversary date, will not be eligible for sick leave credit hours in the subsequent year until he returns to active payroll status in the subsequent year.
 - c. returns to active payroll status following a medical leave of absence (under **Section 13 B.**) will not be eligible for sick leave credit hours until completion of all training required to return to flight duty, including OE.
 - d. is recalled from furlough or is newly employed will be allocated the percentage of annual sick leave credit hours (under **Section 14 D. 1. a.**) for the remainder of that sick leave year as follows:

Section 14 – Sick Leave

1

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%

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2. Sick leave credit hours (see *Section 14 D. 1.*) that are not used in an employment year do not carry over to subsequent years.
3. A pilot will be eligible for up to 240 sick leave credit hours at 100% of his composite hourly pay (full pay sick leave hours) during a rolling three year period, to the extent of his available sick leave credit hours.
4. Subject to *Section 14 D. 1. b.* and *c.*, a pilot who commences a medical leave of absence on or after June 1, 2006 will have his full pay sick leave hours restored when he returns from disability, if he makes a written request to his Chief Pilot within 30 days of his return to active payroll status. A pilot may use this provision once in his career.

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E. Pay And Credit

1. While eligible, and subject to *Section 14 E. 4.* and *5.*:
 - a. a regular pilot will be paid and credited:
 - 1) for the scheduled value of his rotation(s) lost due to unanticipated sick leave, or
 - 2) 1/30th or 1/31st of the ALV for each day of his scheduled sick leave.Exception: A regular pilot who is removed from a rotation due to his unanticipated sickness, and during the period in which such rotation was scheduled to operate advises the Company of the date on which he will be well, will receive sick leave pay and credit, to the extent of his available sick leave credit hours, for each duty period of such rotation that was scheduled to operate prior to the date on which he will be well.
Example:
Pilot calls in sick for four day rotation (A, B, C and D)
Pilot advises the Company on B day that he will be well for C day
Pilot paid sick leave for A and B day
Pilot not paid sick leave for C and D day
(Scheduled block time on C and D day from rotation lost due to sick leave will not be applied to his block hour limit.)

Section 14 – Sick Leave

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

2 1) 1/18th of the reserve guarantee for each of his on-call day(s) lost due to
3 unanticipated sick leave, or

4 2) 1/30th or 1/31st of the reserve guarantee for each day of his scheduled sick leave.

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

- 8 2. A regular pilot who is removed from a rotation due to his unanticipated sickness and
9 during the period in which such rotation was scheduled to operate, advises the Company
10 of the date on which he will be well, may white slip, GS or GSWC a rotation(s) that is
11 scheduled to operate after he is well. If he is awarded such white slip, GS or GSWC, he
12 will receive sick leave pay and credit (subject to **Section 14 E. 4.** and **5.**) only for the
13 portion of such removed rotation that operated prior to the day of the report of such white
14 slip, GS or GSWC rotation.

15 Example:

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

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

18 Pilot white slips a two day rotation on C and D day of original rotation

19 Pilot paid sick leave for A day of original rotation

20 Pilot not paid sick leave for B, C and D day of original rotation

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

23 Pilot paid for white slip rotation and such block time applies to his block hour limit

- 24 3. Sick leave credit hours that are paid and credited to a pilot will be simultaneously
25 deducted from such pilot's available sick leave credit hours, on a one-for-one basis,
26 regardless of the percentage at which they are paid (full or 75%).

- 27 4. Subject to **Section 14 D. 1.**, a pilot is eligible for up to 240 sick leave credit hours at full
28 pay during each rolling three year period measured as of the first day of each twelve
29 month period beginning in June 2006 (rolling three year period), to the extent of his
30 available sick leave credit hours. Once a pilot has used all of his sick leave credit hours
31 at full pay in any rolling three year period, any remaining sick leave credit hours used
32 during the remainder of the rolling three year period will be paid at a rate of 75% of his
33 composite hourly pay rate. Full pay hours are always used before 75% pay hours.

34 a. Example one: Pilot in his 2nd year of employment is eligible for 75 sick leave credit
35 hours. Therefore, 75 hours is all he is eligible to use in the first year of this rolling
36 three year period. All 75 hours will be paid at full pay. If he uses all of his 75 hours
37 in the first year, then he would be eligible for 165 (240-75) sick leave credit hours at
38 full pay in the remaining two years of the rolling three year period.

39 b. Example two: Pilot in his 16th year of employment is eligible for 240 sick leave credit
40 hours. Therefore, he is eligible for all 240 sick leave credit hours at full pay in the first
41 year of his rolling three year period. If he used all 240 sick leave credit hours at full
42 pay in the first year of his rolling three year period, he would not have any remaining
43 sick leave credit hours at full pay in year two or three of the rolling three year period.
44 He would be eligible for 240 sick leave credit hours at 75% of pay in both year two
45 and year three.

Section 14 – Sick Leave

1 c. Example three: Pilot in his 12th year of employment is eligible for 240 sick leave
2 credit hours. Pilot uses 35 sick leave credit hours at full pay in the first year of the
3 rolling three year period, and therefore he is eligible for 205 sick leave credit hours at
4 full pay for the remainder of the rolling three year period. This pilot then uses 180
5 sick leave credit hours at full pay in year two of the rolling three year period. He then
6 is eligible for 25 sick leave credit hours at full pay in year three. If he exceeds 25 sick
7 leave credit hours at full pay in year three, any additional sick leave will be paid at
8 75% of his composite hourly pay rate, up to the amount of his remaining sick leave
9 credit hours. As the pilot commences year four, the 35 sick leave credit hours at full
10 pay used in year one will again be available to him at full pay. As he commences year
11 five, the 180 sick leave credit hours at full pay used in year two will again be available
12 to him at full pay.

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

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

17 a. for the portion of such rotation for which he has remaining full pay sick leave hours,
18 at the average composite hourly rate of such rotation, and

19 b. for the portion of such rotation that exceeds the remaining full pay sick leave hours
20 available, at 75% of the average composite hourly rate of such rotation.

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

24 7. A computer display will be provided to permit a pilot to view his sick leave usage and
25 balance.

26 8. A pilot who, while engaged in international operations outside the United States, suffers
27 an illness or injury that arises from an occupational condition peculiar to the country(ies)
28 in which he performed services, or living condition(s) peculiar to the country(ies) in
29 which he performed services, will be eligible for sick leave under **Section 14**. In
30 addition, the following will apply to such pilot:

31 a. the sick leave credit hours of a pilot who returns to active payroll status in the same
32 employment year will be restored in an amount equal to the sick leave credit hours
33 paid and credited to him in such employment year on account of such illness or
34 injury.

35 b. a pilot who returns to active payroll status in a subsequent employment year will be
36 eligible for sick leave credit hours in such year under **Section 14 D. 1**.

37 c. a pilot who receives a short term disability benefit payment under the D&S Plan, will
38 be paid a supplemental payment equal to the difference between the benefit payment
39 and the ALV for his category.

40 9. A pilot who is granted a PDS will not receive pay and credit for the rotation or reserve
41 on-call day(s) dropped.

42 10. Sick leave pay, to the extent that it is paid under **Section 26 P. 1.**, is the obligation of the
43 D&S Plan and not the obligation of the Company.

Section 14 – Sick Leave

F. Verification of Sickness

1. The Company may require that a pilot verify his sickness by providing, at the Company's option, either:
 - a. a doctor's certificate, or
 - b. other proof of illness.
2. Under normal conditions, the Company will not require verification unless the pilot has been absent for more than seven consecutive days.
3. A pilot is not required to state the nature of his sickness to Crew Scheduling. He may be required to describe his sickness in general terms to his Chief Pilot.

G. Medical Release Requirement

A pilot may be required to provide the Company with a written authorization for release of medical information (release), provided the release is limited to:

1. the specific sickness for which the pilot claimed sick leave,
2. the day(s) on which the pilot claimed sick leave and the consecutive day(s)-off immediately preceding and succeeding the day(s) on which a pilot claimed sick leave, and
3. a Company designated doctor or other health care professional(s) and the Company's Director – Health Services and the Senior Vice-President of Flight Operations.

H. Effect on Monthly Bidding

1. A pilot who:
 - a. is bid qualified prior to his unanticipated sickness will be eligible to bid and be awarded a line under **Section 23**.
 - b. is bid qualified prior to his scheduled sickness will be awarded a line that does not contain rotations, X-days, on-call days or training days during such scheduled sickness and that determines, for purposes of **Section 14 C.** and **E.**, the pilot's status as a regular or reserve pilot.
 - c. exhausts his available sick leave credit hours, and remains unavailable due to sickness, will:
 - 1) be removed from his line, if applicable, and
 - 2) not be eligible to bid or be awarded a line until he:
 - a) reports that he is able to return to flight duty (at which time he will be placed on a specially created reserve line), and if applicable,
 - b) is approved to return to flight status under **Section 15 B.**

I. Alcohol Rehabilitation Leave (DPAC)

A pilot is covered by the provisions of Human Resources Practices Manual 1026, dated July 1, 2003.

Section 14 – Sick Leave

1 J. International Operations

- 2
3 1. In addition to the benefits described in *Section 14 C.* and *E.*, the Company will reimburse
4 a pilot engaged in international operations for:
- 5 a. additional expenses occasioned by his location outside the continental limits of the
6 United States at the time of his sickness.
 - 7 b. the complete care of his occupational sickness, and reoccurrences of the same (so
8 long as the pilot remains an employee of the Company), arising from his occupation
9 or due to the living and health conditions peculiar to the countries in which he
10 performed services.
- 11 Note: In such cases, a pilot will assign any worker's compensation benefits due
12 under applicable law to the Company.
- 13 2. The Company will return to the United States a pilot engaged in international operations
14 who becomes sick outside the continental limits of the United States and requires
15 treatment or convalescence in the United States.
 - 16 3. A pilot engaged in international operations who becomes sick outside the continental
17 limits of the United States will continue to accrue per diem until he returns to his base.
18

19 K. Effect on Vacation

- 20
21 1. A pilot who is incapacitated, immobile and confined to a hospital or his home,
22 immediately prior to or while on vacation may be placed on sick leave in lieu of vacation,
23 provided he submits:
- 24 a. a written request to the Senior Vice President-Flight Operations, and
 - 25 b. a doctor's certificate supporting such incapacitation, immobilization and confinement.
- 26 2. A pilot who is placed on sick leave in lieu of all or a portion of a vacation period may re-
27 bid such vacation period (or portion thereof) through the vacation move-up process.
28

29 L. Early Return From Sick or Accident Leave

- 30
31 1. A pilot who was awarded a line with scheduled sick or accident leave and who
32 subsequently returns from sick or accident leave prior to his anticipated date of return will,
33 if awarded:
- 34 a. a regular line,
 - 35 1) be assigned a specially created reserve line covering the balance of his originally
36 shown sick or accident leave, or
 - 37 2) by mutual agreement between the pilot and the Company, be assigned a blank
38 regular line covering the balance of his scheduled sick or accident leave.
 - 39 b. a reserve line, be assigned a specially created reserve line covering the balance of his
40 originally shown sick or accident leave.
- 41 2. A pilot who is assigned to a blank regular line under *Section 14 L. 1. a. 2)* will be
42 permitted to construct a line from open time available at the time of assignment, without
43 regard to *Section 23 P.*

Section 14 – Sick Leave

- 1 3. A pilot who is assigned to a:
2 a. specially created reserve line under **Section 14 L. 1. a. 1)** or **1. b.** will be guaranteed
3 pay and credit for no less than 1/30th or 1/31st of the reserve guarantee for each day on
4 his specially created reserve line.
5 b. blank regular line under **Section 14 L. 2.** will not be guaranteed pay and credit for the
6 value of his originally shown period of sick leave.
7 4. A regular pilot who is removed from a rotation due to his sickness may, upon his request,
8 rejoin his rotation when it passes through his base.
9 Exception: Such pilot may not rejoin a rotation that has been awarded/assigned to
10 another pilot pursuant to a white slip, GS, GSWC, IA, IAWC or yellow slip unless such
11 pilot consents to removal.
12 Note: A pilot who consents to removal will not be eligible for a Company removal
13 guarantee (**Section 4 E.**) or rotation guarantee (**Section 4 F.**).
14 5. The sick leave bank of a pilot who rejoins his rotation under **Section 14 L. 4.** will not be
15 debited for the portion of the rotation occurring after the pilot rejoined it.
16

17 M. Workers Compensation Benefits

18
19 When a pilot is absent from work because of a sickness for which he receives workers
20 compensation payments or payments as provided in the Federal Longshoreman's and Harbor
21 Workers Act, such payments will offset compensation received by him under **Section 14,**
22 covering the same period of absence, to an equal dollar amount.

1 SECTION 15

2
3 PHYSICAL EXAMINATIONS

4
5 A. Definitions

- 6
7 1. “Company Director - Health Services” (DHS), means an Aviation Medical Examiner
8 designated annually by the Company to conduct the medical review of a pilot under
9 **Section 14 G. 3.** and **Section 15 B.** If the designated DHS becomes unavailable, the
10 Company will promptly designate another Aviation Medical Examiner as the DHS.
11 2. “Physical standards” means the standards established by the FAA for the issuance of a
12 First Class Medical Certificate, including the FAA waiver and restriction policy.
13 3. “Pro rata portion of the ALV” means a share (1/30th in a 30 day bid period or 1/31st in a
14 31 day bid period) of the ALV.
15

16 B. Medical Review

- 17
18 1. Regardless of whether a pilot has a current First Class Medical Certificate, the Company
19 Director - Health Services (DHS) may review the medical records of a pilot:
20 a. who receives an FAA special issuance medical certificate,
21 b. who seeks to return to flight duty after being absent for at least four months for
22 medical reasons, or
23 c. when there is reason to believe he may not meet the physical standards.
24 2. A pilot undergoing medical review under this section will give the DHS access to all
25 medical records requested by the DHS.
26 3. The DHS may require additional medical evaluation of a pilot holding a valid First Class
27 Medical Certificate.
28 4. The DHS and the ALPA Aeromedical Advisor will confer on the choice of medical
29 evaluator prior to sending the pilot for evaluation, if the pilot releases the pertinent
30 information to the ALPA Aeromedical Advisor.
31 5. The DHS will select a Company medical examiner (CME).
32 6. Medical information provided by the DHS to the CME will be limited to medically
33 relevant information provided by doctors and treating facilities.
34 7. The pilot, the Company and the CME will complete the evaluation, and any case review
35 process, as expeditiously as possible.
36 8. The CME will be instructed to:
37 a. provide the pilot with written notice of his determination, and
38 b. refrain from reporting his determination to the FAA pending resolution of any
39 challenge under this section.
40 9. If the CME determines that a pilot does not meet physical standards, the pilot may
41 challenge such determination in the following manner:
42 a. Within 30 days of receipt of the written determination, the pilot may request a review.
43 b. The pilot may choose a qualified medical examiner (PME) to conduct a medical
44 evaluation for the same purpose as the medical evaluation made by the CME.
45 Employment of the PME will be at the pilot’s expense. However, if the neutral
46 medical examiner (NME) later determines that the pilot meets the physical standards,

Section 15 – Physical Examinations

- 1 the pilot will, upon presentation to his Chief Pilot of an itemized bill from the PME,
2 be reimbursed for such expense.
- 3 c. A copy of the PME's determination will be furnished to the Company. If the PME
4 concurs with the CME that the pilot does not meet the physical standards there will be
5 no further review.
- 6 d. If the PME does not concur with the CME, the pilot may initiate further review by
7 making a written request to the Senior Vice President-Flight Operations within 30
8 days of the PME's determination. The review will consist of a medical evaluation
9 performed by the NME, preferably a specialist. The NME will be selected by mutual
10 agreement between the CME and the PME.
- 11 e. Copies of the NME's determination will be furnished to the Company and the pilot.
12 This determination will be final and binding on the Company and the pilot.
- 13 f. If the NME determines that the pilot meets the physical standards, the expense of
14 employing the NME will be borne entirely by the Company. If the NME determines
15 that the pilot does not meet the physical standards, the expense of employing the
16 NME will be shared equally by the pilot and the Company.
- 17 g. This section will not be construed to deny a pilot his rights to normal FAA and NTSB
18 appeal procedures. This section will not be construed to preclude the Company from
19 requiring a pilot to appeal an FAA medical restriction or disqualification.
- 20 10. The medical review process set forth in this section is the exclusive procedure to
21 determine whether a pilot seeking to return to flight duty meets the physical standards.
22

23 C. Pay and Credit

- 24
- 25 1. A pilot who is removed from flight duty for an evaluation under this section:
- 26 a. will be paid and credited as shown on his line for the period after such removal and
27 until the CME's determination.
- 28 b. upon the CME's determination that he meets the physical standards, will be returned
29 to flight duty.
- 30 c. upon the CME's determination that he does not meet the physical standards,
31 1) will cease receiving such pay and credit, and
32 2) will become eligible to use his unused sick leave and/or apply for disability
33 benefits.
- 34 d. upon the NME's determination that he meets the physical standards he will be
35 returned to flight duty, and:
36 1) if he is then on sick leave, his sick leave will be replenished to the extent of his
37 usage during the evaluation process, or
38 2) if such pilot exhausted his sick leave during the evaluation process, his sick leave
39 will be replenished to the extent of his usage during such process, and he will be
40 paid and credited a pro rata portion of the ALV for the period beginning on the
41 date his sick leave was exhausted and ending on the date he returns to active
42 payroll status. This pay will be offset by disability benefits covering this same
43 period.
- 44 e. upon the NME's determination that he does not meet the physical standards, will
45 remain eligible to use his unused sick leave, may continue to receive benefits under
46 the D&S Plan or may apply for disability benefits.

Section 15 – Physical Examinations

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

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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 to or from an airport located in Canada or Alaska will not
10 be considered an international operation.
11 2. "Ocean crossing" means a flight segment:
12 a. across the Atlantic Ocean, or
13 b. across the Pacific Ocean, as follows:
14 1) between the North American continent and the Hawaiian Islands,
15 2) between the Hawaiian Islands and any point west of the 160 degree
16 meridian,
17 3) from the North American continent to a point west of the 160
18 degree meridian,
19 4) from a Pacific Rim airport to Australia and/or New Zealand,
20 or
21 c. to or from an airport in South America, as follows:
22 1) between the United States and any point south of the equator on
23 the South American continent, and
24 2) any flight segment scheduled for greater than eight hours to, within
25 or from the South American continent,
26 or
27 d. to or from an airport in Europe that crosses latitude 36°N. and/or
28 longitude 45°E.
29 3. "Relief Captain" means a Captain who is current in his position and augments a crew.
30 4. "Relief crew" means a relief Captain and a relief First Officer, collectively.
31 5. "Relief First Officer" means a type-rated First Officer who is current in his position and
32 augments a crew.
33

34 B. Crew Augmentation

- 35
36 1. During operations that require one relief pilot, the relief pilot will be a relief First
37 Officer.
38 2. During operations that require more than one relief pilot, a relief crew will be utilized.
39 3. A pilot will not serve as an LCP while serving as a relief pilot.
40

41 C. On-Board Crew Rest Accommodations

- 42
43 1. On B-777 flight segments that require a relief crew the aircraft will have a permanent
44 crew rest facility that:
45 a. contains two bunk beds and two relief seats,

Section 16 – Crew Augmentation and International Operations

- 1 b. is located:
 - 2 1) aft of the cockpit,
 - 3 2) in the area above the cabin ceiling, and
 - 4 3) in the vicinity of the door 1 cross aisle.
- 5 2. A pilot relief seat will be provided on all aircraft that are scheduled to be operated for
6 more than eight hours but not more than 12 hours, block-to-block.
 - 7 a. On B-777 aircraft:
 - 8 1) the relief seat will be a standard business class seat for the respective aircraft,
9 except that a footrest addition will provide for horizontal extension of the leg
10 support forward from the seat cushion.
 - 11 2) the horizontal leg extension will be sufficient in length to provide adequate leg
12 room for pilots up to and including the 97.5th percentile of the adult male
13 population of the U.S.
 - 14 3) with a business class configuration, the seat immediately beside (i.e., not
15 separated by an aisle) the rest seat will be designated for use as a flight attendant
16 rest seat and will not be available for passenger use if there is less distance
17 between such seats than the B-777 Business Elite configuration (as of November
18 11, 2004) provides.
 - 19 4) a standard, floor-length, class-divider curtain will extend on the aisle side of the
20 relief seat from:
 - 21 a) the headrest of the relief seat (when the seat is in the fully reclined position) to
22 the bulkhead forward of the seat, if the relief seat is in the bulkhead position,
23 or
 - 24 b) the headrest of the relief seat (when the seat is in the fully reclined position) to
25 the headrest of the seat forward of the relief seat when the forward seat is in
26 the fully reclined position, if the relief seat is in other than the bulkhead
27 position.
 - 28 5) between the relief seat and the adjacent seat a standard class-divider curtain will
29 extend the distance between the headrest (when the relief seat is in the fully
30 reclined position) to a point up to but not interfering with the passenger service
31 unit for those two seats, and will extend down to at least the level of the arm rest.
 - 32 Exception: A pilot relief seat will not be provided on B-777 aircraft in which the
33 agreed upon crew rest facility has been installed.
 - 34 b. On B-767-300ER aircraft:
 - 35 1) the relief seat will be a standard business class seat except that a footrest addition
36 will provide for horizontal extension of the leg support forward from the seat
37 cushion.
 - 38 2) the horizontal leg extension will be sufficient in length to provide adequate leg
39 room for pilots up to and including the 97.5th percentile of the adult male
40 population of the U.S.
 - 41 3) a standard, floor-length, class-divider curtain will extend on the aisle side of the
42 relief seat from the bulkhead aft of the seat to the bulkhead forward of the seat.
 - 43 4) between the relief seat and the adjacent seat, a standard class-divider curtain will
44 extend from the bulkhead aft of the seat to a point up to but not interfering with
45 the passenger service unit for those two seats, and will extend down to at least the
46 level of the arm rest.

Section 16 – Crew Augmentation and International Operations

- 1 5) with a business class configuration, the seat immediately beside (i.e., not
2 separated by an aisle) the rest seat will be designated for use as a flight attendant
3 rest seat and will not be available for passenger use, if there is less distance
4 between such seats than the B-767-300ER Business Elite configuration (as of
5 November 11, 2004) provides.
- 6 c. On B-767-400 or B-757 aircraft the pilot relief seat will:
- 7 1) be a business class or first class seat,
8 2) include a removable leg rest support that:
9 a) is adjustable to horizontal,
10 b) is padded,
11 c) extends the full width of the seat pan,
12 d) extends the full distance between the front of the seat and the obstruction
13 forward of the seat,
14 3) have a minimum of 46 inches between the seat reference point and the obstruction
15 in front of the seat,
16 4) include recline adjustable to a maximum of 143 degrees from horizontal,
17 5) have a seat pan width of no less than 18.5 inches,
18 6) include an adjustable headrest extension,
19 7) the seat(s) immediately beside (i.e., not separated by an aisle) the rest seat will
20 be designated for use as a flight attendant rest seat and will not be available for
21 passenger use, and
22 8) in a single-class configured aircraft the rest seat will be in the first row.
- 23 3. Any changes to **Section 16 C. 1.** and/or **2. a. - c.**, and for any aircraft scheduled to
24 operate for more than eight hours, block-to-block, but which is not mentioned in
25 **Section 16 C. 1.** and/or **2. a. - c.**, the location, dimensions and other specifications of the
26 pilot relief seat or crew rest facility, as appropriate, will be determined as follows:
- 27 a. A Crew Rest Optimization Team (the “Team”) will be formed within 14 days of the
28 Company’s decision to either change the terms of **Section 16 C. 1.** and/or **2. a.- c.**, or
29 begin scheduling operations for more than eight hours, block-to-block, on an aircraft
30 not covered by those paragraphs. The Team will be comprised of three members
31 appointed by the Company and three members appointed by the Association.
32 Association appointed members of the Team will be reimbursed for flight pay loss
33 under **Section 24 J.** The Team’s mission will be to make recommendations on the
34 appropriate crew relief seat or crew rest facility for above-described aircraft.
- 35 b. The Team will have no more than two months to exchange information and ideas,
36 explore alternatives and make its recommendations. This period may be extended by
37 mutual agreement.
- 38 c. The Team will submit its recommendations (joint and/or separate) to a panel
39 consisting of the MEC Chairman and Delta’s Senior Vice President - Flight
40 Operations. The panel will consider and act on the recommendations within ten days
41 of the submission of the recommendations.
- 42 d. Panel action on recommendations:
- 43 1) Recommendations approved unanimously by the panel will be implemented as
44 soon as practicable after approval. The implementation process will be initiated
45 within 30 days after approval. Every reasonable effort will be made to implement
46 the recommendations within six months after approval.

Section 16 – Crew Augmentation and International Operations

- 1 2) Recommendations unanimously rejected by the panel will not be subject to further
2 review.
- 3 3) If all recommendations of the Team are rejected by the panel, the Team will
4 reconvene and develop new recommendations within ten days.
- 5 4) Recommendations may, by unanimous decision of the panel, be referred back to
6 the Team for further study and/or modification and re-submission to the panel.
7 Such modifications and re-submissions will be made by the Team within ten days
8 of the referral. The panel will consider and act on the modifications and re-
9 submissions within ten days.
- 10 e. Recommendations approved by one panel member but not the other will be submitted
11 directly to a Five Member Board for final and binding determination. The
12 Association and the Company will each select two Board members, who should be
13 knowledgeable about the matters at issue. The neutral member will be an arbitrator
14 selected by mutual agreement within ten days of submission. If the parties do not
15 mutually agree, an arbitrator will be selected in the usual manner employed by the
16 parties. The Board will have jurisdiction to accept the final offer of either the
17 Company or the Association on the appropriate crew relief seat or facility. The Board
18 proceedings will be governed by **Section 19**. The Board’s award will be issued
19 within 30 days of the date the issue was submitted to the Board for its decision.
- 20 4. During the time between the date of signing of the PWA and the date of actual
21 installation of crew rest facilities determined under **Section 16 C. 3**. on such
22 aircraft flight segments that require a:
 - 23 a. relief pilot, a dedicated business class seat will be provided.
 - 24 b. relief crew, the following will be provided:
 - 25 1) horizontal bunks.
 - 26 2) an area appropriate for changing clothes.
 - 27 3) a dedicated business class seat for all takeoffs and landings.
- 28
- 29 D. International Deadhead
- 30
- 31 1. A pilot who deadheads on an ocean crossing flight segment, as scheduled or rerouted,
32 will be provided business class accommodations. If the aircraft is not configured with
33 business class, such pilot will be provided first class accommodations.
- 34 2. A pilot who utilizes an off-rotation deadhead on an ocean crossing flight segment at the
35 end of a rotation will be provided positive space on-line transportation under
36 **Section 8 E. 9**. Such pilot will be provided business class accommodations (or first class
37 if the aircraft is not configured with business class) if sales are authorized at the time of
38 his attempted booking.
- 39 3. Except as modified in **Section 16 D.**, deadheading in international operations will be
40 under **Section 8**.
- 41
- 42 E. Worker’s Compensation Benefits
- 43
- 44 A pilot will be provided worker’s compensation benefits in amounts not less than those
45 prescribed in the Longshoremen’s and Harbor Worker’s Compensation Act, as amended, or
46 the Worker’s Compensation Law of the state having jurisdiction, whichever Act provides the

Section 16 – Crew Augmentation and International Operations

1 higher benefits. The monetary benefits so paid will be in addition to any monetary benefits
2 paid under *Section 16 F.* and *G.*
3

4 F. Missing Pilots
5

- 6 1. A pilot will be paid no less than his reserve guarantee if, while engaged in international
7 operations, he:
8 a. becomes missing,
9 b. is held as a prisoner or hostage of war, or
10 c. is held for any reason in the performance of his required flight or ground duties.
11 2. Such pay will continue until the earlier of the following:
12 a. 24 months after the pilot's disappearance,
13 b. the pilot's death, or
14 c. the establishment of a reasonable presumption of the pilot's death.
15 3. A missing pilot will maintain and continue to accrue seniority and longevity.
16 4. The Company will pay or cause to be paid the death benefits under *Section 16 E.*, if:
17 a. after 24 months,
18 1) the pilot remains missing, and
19 2) his whereabouts remain unknown,
20 or
21 b. the pilot's death is established.
22

23 G. Benefit Assignments
24

- 25 1. The monthly compensation allowance under *Section 16 E.* and *F.* to a pilot who is
26 missing will be:
27 a. credited to the pilot, and
28 b. disbursed by the Company in accordance with the pilot's written direction.
29 2. Prior to engaging in international operations, a pilot may execute and deliver to the
30 Company, written direction in the following form:
31

32 To Delta Air Lines, Inc.
33

34 In the event I become missing or am held as a prisoner of war or hostage or held for any
35 other reason while engaged in international operations for Delta Air Lines, you are
36 hereby instructed to pay all monthly compensation allowable to me as follows:
37

38 \$_____ per month (or _____% per month) to (name(s))
39

40 _____ (address) _____,
41

42 as long as he/she is living, and thereafter to (name(s)) _____,
43

44 (address) _____ as long as he/she is living.
45

Section 16 – Crew Augmentation and International Operations

1 The balance, if any, and any amounts accruing after the death of all persons
2 named in the above designations will be held for me, or, in the event of my death while
3 missing or held, will be paid to the legal representative of my estate. I may modify the
4 foregoing written direction from time to time by submitting a new written direction, and
5 any such modification will become effective upon receipt of such written direction by
6 you. Payments made by the Company pursuant to this written direction will fully release
7 the Company from further obligations with respect to such payments.
8
9

10 _____
11 Pilot's Printed Name and Employee Number
12

13 _____
14 (Pilot's Signature)

15 _____
16 (Date)

- 17
18 3. Any payments due to any pilot under **Section 16** which are not covered by a written
19 direction under **Section 16 G. 2.** will be held by the Company for such pilot and, in the
20 event of his death, will be paid to the legal representative of his estate.
21

22 H. Foreign Pilot Base

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

28 I. Document Requirements

- 29 1. If required by the Company, a pilot will have a valid passport and visa(s) in his
30 possession prior to departing on his rotation. The passport and required visa(s) will be
31 renewed in sufficient time to preclude a lapse of validity.
32 2. Unless passport and required visa(s) are valid, and correctly documented in DBMS, a
33 pilot will not be:
34 a. awarded a line,
35 b. eligible for a swap, yellow slip, white slip or GS, or
36 c. paid or credited for any rotation or guarantee.
37 Exception: A pilot's Chief Pilot, the System Manager - Flight Operations, or the
38 Director - Flight Operations may waive these requirements if the pilot is involved in an
39 extraordinary situation.
40

41 J. International Health Care

42 The Company will maintain a health care protocol at each station outside the United States
43 that provides for the expeditious treatment of pilots who are injured or become ill while
44 abroad in the service of the Company and require acute care. Such protocol will include the
45 involvement of English speaking physicians and a method of payment that does not require a
46 pilot to pay for health care prior to treatment.

Section 16 – Crew Augmentation and International Operations

1 K. Crew Luggage

2

3

4

5

6

7

8

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 aircraft with an international seating configuration, a pilot 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.

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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 guarantee for
18 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*.

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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.

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 a 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 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 hearing.
- e. The pilot may be represented by a Company employee of his choice or an ALPA representative.

Section 18 - Grievances

1 f. The Company will issue a written decision to the grievant within seven business days
2 of the hearing. Copies will be furnished to the MEC Chairman and the MEC Contract
3 Administration Committee Chairman.

4 3. Appeal to the Board

5 If the grievance is not resolved under *Section 18 C. 2.*, the Association may appeal the
6 Company's written decision to the Chairman of the Board provided the appeal:

- 7 a. conforms with *Section 19 D.*,
- 8 b. is copied to the Senior Vice President - Flight Operations, and
- 9 c. is made within 15 business days of the pilot's receipt of the written decision.

10 D. General

- 11 1. A pilot who has completed probation will not be disciplined/discharged without just
12 cause.
- 13 2. A probationary pilot who has completed his IOE will not be disciplined /discharged
14 without a rational basis (i.e., in an arbitrary or capricious manner). A probationary pilot
15 who has not completed his IOE may be disciplined /discharged for any reason without
16 recourse to *Sections 18* or *19*.
- 17 3. If a written decision of the Company at any step of the grievance procedure is not
18 appealed by the affected pilot(s) within the time limits in *Section 18*, or any mutually
19 agreed extension, the Company's decision will become final and binding.
- 20 4. If a hearing or written decision of the Company is not provided within the time limits in
21 *Section 18*, or any mutually agreed extension, the pilot(s) may appeal the grievance to the
22 next step in the grievance procedure.
- 23 5. Time limits in this section may be extended by agreement between the Company and the
24 affected pilot(s) or the Association. Written confirmation of such agreement must be
25 received before the end of the business day following the day in which such agreement
26 has been reached.
- 27 6. The personnel record of a pilot whose discipline/discharge dispute has been resolved
28 under *Section 18* will reflect the agreed upon resolution of the matter.
- 29 7. Either party may make a certified transcript of any proceedings, provided that a copy of
30 such transcript is furnished to the other party upon request, in which case the cost will be
31 borne equally by the parties.

32 E. Critical Correspondence

- 33 1. A pilot will be furnished with copies of all correspondence placed in his file pertaining to
34 him that may be of a critical nature. He will be given the opportunity to acknowledge
35 receipt and to make a responsive statement. Such responsive statement will be placed in
36 his base personnel file. A pilot may also file a grievance challenging any such
37 correspondence in his file. Correspondence that a pilot is not given an opportunity to
38 acknowledge may not be used against him in an investigation or discipline/discharge
39 case.
- 40 2. Upon reasonable advance request and during normal office hours, a pilot will be:
 - 41 a. allowed to review all Company files pertaining to him, including:
 - 42 1) the base file.

Section 18 - Grievances

- 1 2) the Atlanta Flight Operations file.
- 2 3) records maintained in accordance with FARs.
- 3 b. provided a copy of any document contained in the Company's files pertaining to him.
- 4 c. upon his request, all correspondence of a critical nature that he has not been given the
- 5 opportunity to acknowledge, will be removed from his file.
- 6 3. Prior discipline and/or correspondence of a critical nature will not be admissible at a
- 7 Board hearing involving subsequent discipline provided:
- 8 a. the prior discipline consisted of a warning, reprimand or suspension of less than 30
- 9 days, and
- 10 b. the pilot has completed three years of aggregate service since the issuance of the prior
- 11 discipline without being disciplined in any manner.
- 12

13 F. Compensation, Insurance and Sick Leave

- 14
- 15 1. A pilot who is held out of service with pay during a disciplinary/discharge investigation
- 16 will be eligible for insurance benefits and sick leave.
- 17 2. A pilot who is suspended without pay for 60 days or less will be eligible for medical and
- 18 dental benefits under **Section 25** and basic life insurance under **Section 26**.
- 19 3. A pilot who is suspended without pay for more than 60 days may continue medical
- 20 insurance benefits during the period of suspension in excess of 60 days at his expense
- 21 under **Section 25 B. 2.** or **3.**

1 SECTION 19

2
3 SYSTEM BOARD OF ADJUSTMENT

4
5 A. Definitions

- 6
7 1. "Board" means the Delta Pilots' System Board of Adjustment.
8 2. "Five Member Board" means the System Board of Adjustment when comprised of two
9 members appointed by the Company, two members appointed by the Association and a
10 neutral member selected by the parties, to decide a specific dispute.
11 3. "Four Member Board" means the System Board of Adjustment when comprised of two
12 members appointed by the Company and two members appointed by the Association, to
13 decide a specific dispute.
14

15 B. Establishment

16
17 The Board has been established in compliance with Section 204, Title II of the Railway
18 Labor Act, as amended, for the purpose of adjusting and deciding properly submitted
19 disputes that may arise under the terms of the PWA.
20

21 C. Composition

- 22
23 1. The parties will each appoint up to eight persons to serve as Board members. A Board
24 member will serve until a successor has been appointed. Each party will promptly
25 notify the other in writing of any change of members.
26 2. Each party will endeavor to appoint the same Board members to hear all disputes in a
27 particular monthly session.
28 3. A Company appointed Board member may not be appointed to hear a dispute if he:
29 a. served as the hearing officer on the grievance.
30 b. initiated the action that is a subject of the grievance.
31 4. Each Four Member Board will have a Chairman and a Vice Chairman. Chairmanship of
32 the Board will alternate between the Association and the Company on a yearly basis.
33 When an Association member is Chairman, a Company member will be Vice Chairman,
34 and vice versa.
35 5. Each Five Member Board will have a Chairman, who will be its neutral member.
36 6. In discipline and discharge cases, at least one member of the Board from each party will
37 be a pilot.
38

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 as specified in paragraph 13 of LOA #7 (Bankruptcy
44 Protection Covenant).
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

1 Exception two: The Board’s jurisdiction will not extend to disputes arising out of
2 **Section 1 L.**

- 3 2. The Board will consider any dispute properly submitted to it by the President of the
4 Association or by the Senior Vice President - Flight Operations provided that the dispute
5 has not previously been settled.
- 6 3. The Board will not consider any dispute submitted by the President of the Association
7 unless it has been handled under **Section 18.**
- 8 4. Upon a finding by the Board in the dispute before it, that the Company repeatedly or
9 intentionally violated a previous decision of the Board which held that the Company
10 breached its contractual obligation(s) on the same or a substantially similar issue(s), the
11 Board may order the Company to pay the full cost of the neutral member’s and court
12 reporter’s fees and expenses and the expenses (including flight pay loss, hotel, per diem)
13 of the Association Board Members, grievant(s) and witnesses in the dispute before it.
- 14 5. Upon a finding by the Board in the dispute before it, that the Association has submitted a
15 frivolous grievance, the Board may order the Association to pay the full cost of the
16 neutral member’s and court reporter’s fees and expenses and the expenses (including time
17 loss, hotel, per diem) of the Company Board Members and witnesses in the dispute
18 before it.

20 E. Submission of Disputes

- 21
- 22 1. Disputes will be referred to the Board by the filing of a submission with the Company’s
23 Manager – Labor Relations and the Association’s MEC Contract Administration
24 Committee Chairman.
- 25 2. The submission will include:
26 a. the question(s) at issue,
27 b. a statement of facts,
28 c. the position of the pilot(s) and the relief sought, and
29 d. the position of the Company.

31 F. Deadlock - Four Member Board

- 32
- 33 1. A deadlock of a Four Member Board will exist in any dispute if:
34 a. two members of the Board declare a deadlock, or
35 b. the Board does not reach a decision within 60 days (30 days in a discipline/discharge
36 dispute) of the conclusion of the hearing.
- 37 2. The Chairman will notify the other Board Members, the Association’s MEC Contract
38 Administration Committee Chairman and the Company’s Manager - Labor Relations, in
39 writing, of the fact that a deadlock exists.

41 G. Scheduling and Procedures

- 42
- 43 1. Scheduling - Four Member Board
44 a. Unless otherwise agreed, hearings before the Four Member Board will be conducted
45 on the third Wednesday and Thursday of each month in the city where the General
46 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 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 Chairman will have a vote in all actions taken and will preside at all meetings and
6 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 18 H. General

- 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. "Seniority" means a pilot's number on the seniority list.
8 2. "Seniority date" means the date of a pilot's seniority as shown on the seniority list.
9 3. "Seniority list" means the Delta Air Lines Pilots' system seniority list.
10 4. "Sufficient qualifications" means the requirements imposed by law and this PWA to
11 enter training or serve as a pilot for Delta Air Lines, Inc.
12

13 B. Accrual and Retention

- 14
15 1. A pilot will accrue and retain seniority until the earlier of his termination, resignation,
16 retirement, death or attainment of the latest age under Part 121 of the FARs that he can
17 serve as a PIC or SIC, at which time he will be removed from the seniority list. A pilot
18 will also cease accruing and retaining seniority on the date he is removed from the
19 seniority list under **Section 13 B. 3.**
20 2. Seniority numbers will be assigned to individuals on the first day of their new-hire
21 training in the following order:
22 a. Company transferees will be assigned the lowest seniority numbers within the class,
23 in order of their most recent date of employment with the Company, then
24 b. New-hires will be assigned seniority numbers on the basis of the last four digits of
25 each individual's social security number. Individuals with the higher numbers will be
26 assigned the lowest seniority numbers.

27 Note: New-hires with identical last four digits of their social security numbers, and
28 transferees with identical employment dates, will determine their relative placement by
29 drawing numbers.
30

31 C. Rights

- 32
33 1. Among pilots with sufficient qualifications, seniority will govern:
34 a. promotion and demotion,
35 b. awarding of vacancies and displacements,
36 c. assignment or reassignment due to expansion or reduction of schedules,
37 d. retention in case of furlough, and
38 e. recall from furlough.
39 2. A pilot who is denied a position for lack of sufficient qualifications will immediately be
40 furnished with written notice detailing the specific deficiencies.
41

42 D. Seniority List

- 43
44 1. The seniority list contains the names of all active and inactive pilots in order of their
45 seniority numbers.

Section 20 - Seniority

- 1 2. Each month, the seniority list will be:
 - 2 a. updated,
 - 3 b. posted on the Flight Operations website, and
 - 4 c. provided to the Association in an electronic format for posting on the Delta MEC
 - 5 website.
- 6 3. If a pilot's date of employment with the Company as a pilot differs from his seniority
- 7 date, it will appear in parentheses on the seniority list. This date of hire listing will not
- 8 affect a pilot's seniority number.
- 9 4. Pilot seniority numbers displayed in DBMS will be updated concurrent with the updating
- 10 of the seniority list.

11 E. Protest

- 12 1. A pilot may file a protest regarding an omission or incorrect placement on the seniority
- 13 list.
- 14 2. A protest must be filed with the Senior Vice President - Flight Operations within 120
- 15 days of the posting of the pertinent list.
- 16 Exception one: A pilot who was on probation at the time of posting may file a protest
- 17 within 120 days after completion of probation.
- 18 Exception two: A pilot who was on leave of absence or furlough at the time of posting
- 19 may file a protest within 120 days from his return to active duty.
- 20
- 21
- 22

23 F. Probation

- 24 1. A pilot will be on probation until the earlier of:
 - 25 a. 400 hours of block time (inclusive of O.E.),
 - 26 b. completion of 12 months of aggregate service, or
 - 27 c. conversion to a Captain position.
- 28 2. Aggregate service includes all time starting from a pilot's date of employment with the
- 29 Company as a pilot with the exception of the following:
 - 30 a. periods of furlough, or
 - 31 b. unpaid leave in excess of 60 cumulative days.
 - 32

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 does not include periods during which a pilot remains on
- 18 furlough due to his decision to bypass recall.
- 19 6. "Recalled-medical hold" means the status of a pilot who is unable to present the
- 20 Company with a First Class Medical Certificate within 30 days of receipt of his notice of
- 21 recall.

22
23 B. Furlough

- 24
- 25 1. A pilot will be notified in writing of his pending furlough at least 30 days in advance of
- 26 his date of furlough.
- 27 2. Within 30 days of his date of furlough, a pilot will be paid for all the vacation he has
- 28 accrued and earned (but not used) as of his date of furlough.
- 29 3. A furloughed pilot will receive furlough pay at regular semimonthly pay periods in
- 30 accordance with the following schedule:

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

- 31
- 32
- 33 4. A pilot will receive pass benefits, life insurance, medical insurance and dental insurance
- 34 during the period in which he is eligible for furlough pay (or during the period in which
- 35 he would have been eligible for furlough pay in the absence of **Section 21 B. 9.**).
- 36 5. A furloughed pilot (other than a pilot who has bypassed recall) will be afforded use of the
- 37 cockpit jumpseat, unless superseded by law or regulation.
- 38 6. A recalled pilot will not be eligible for furlough pay after his date of recall.

Section 21 – Furlough and Recall

- 1 7. Furlough pay will equal 65 hours flight pay per month at the rate applicable to a
2 furloughed pilot’s longevity year and the lowest paying position for any aircraft in
3 revenue service listed in **Section 22 B**.
- 4 8. If the Company furloughs any pilot after November 11, 2004, the TLV for each position
5 will not exceed the TLV for such position at the time of such furlough until all pilots who
6 were furloughed after November 11, 2004 are offered recall. For purposes of this
7 provision, the TLV for positions from which pilots were furloughed will be measured on
8 the first day of the 6th bid period after the date of such furlough, and on the first day of
9 each 6th bid period thereafter. The TLV for positions from which pilots were not
10 furloughed will be measured on the first day of the 13th bid period after the date of the
11 first such furlough, and on the first day each 12th bid period thereafter.
- 12 9. a. The Company will be excused from compliance with the provisions of
13 **Section 21 B. 1., 3., and 8.** in the event that a circumstance over which the Company
14 does not have control substantially affects the Company’s operations and was the
15 cause of such noncompliance. If such event is an event other than a labor dispute
16 (strike) within the Company, a furloughed pilot will receive furlough pay at regular
17 semimonthly pay periods in accordance with the following schedule:
18

Completed longevity on date of furlough	Furlough pay
Less than 2 years	1 month
2 years	2 months

- 19
- 20 b. The term “circumstance over which the Company does not have control” includes,
21 but is not limited to, a natural disaster; labor dispute (strike); grounding of a
22 substantial number of the Company’s aircraft by a government agency; reduction in
23 flying operations because of a decrease in available fuel supply or other critical
24 materials due to either governmental action or commercial suppliers being unable to
25 provide sufficient fuel or other critical materials for the Company’s operations;
26 revocation of the Company’s operating certificate(s); war emergency; owner’s delay
27 in delivery of aircraft scheduled for delivery or manufacturer’s delay in delivery of
28 new aircraft scheduled for delivery. The term “circumstance over which the
29 Company does not have control” shall not include the price of fuel or other supplies,
30 the price of aircraft, the state of the economy, the financial state of the Company, or
31 the relative profitability or unprofitability of the Company’s then-current operations.
32

33 C. Recall

- 34
- 35 1. The Company will notify a furloughed pilot of his recall by overnight delivery or
36 “Registered Letter-Return Receipt Requested” to his mailing address listed in DBMS. A
37 furloughed pilot may update his DBMS mailing address at any time via written notice to
38 the Manager – Crew Resources, Department 028, 1010 Delta Blvd., Atlanta, GA 30320.
- 39 2. Within 30 days of delivery of a recall notice to a pilot’s mailing address, a pilot will
40 notify the Company of his intent to return to duty or to bypass recall. The employment of
41 a pilot who does not so notify the Company will be terminated.
- 42 3. After 30 but within 60 days of the date of delivery of his recall notice, a pilot who has
43 indicated his intent to return to duty will report at a location and date specified by the

Section 21 – Furlough and Recall

1 Company. The employment of a pilot who does not so report may be terminated if, in the
2 judgment of the Senior Vice President – Flight Operations, which will be reasonably
3 exercised, the pilot’s failure to report was unwarranted under the circumstances.

- 4 4. A recalled pilot who returns to duty at a base other than his furlough base will be
5 reimbursed for moving expenses under **Section 6**.

6 Note: These moving expenses will be calculated from the pilot’s furlough base or
7 permanent residence, whichever is closest to the base to which he is assigned upon recall.

- 8 5. A furloughed pilot may bypass recall for a period not to exceed ten years from his date of
9 furlough.

- 10 6. A recalled pilot who returns to duty and is furloughed again may bypass recall for a
11 period not to exceed ten years from the date of his subsequent furlough.

- 12 7. A pilot who has bypassed recall will be subject to the following:

13 a. he will be ineligible to receive furlough pay,

14 b. he may only return to duty:

15 1) in conjunction with a subsequent recall or new hire class, and

16 2) if he has notified the Company in writing of his desire to accept recall at least 30
17 days in advance of the class date on which he wishes to return.

18 Note one: The Company is not required to recall pilots in numbers greater than it
19 deems necessary in a new-hire or recall class.

20 Note two: If there are more pilots who have bypassed recall that seek to return to
21 duty than the Company has determined is required, such pilots will be returned to
22 duty, in seniority order and prior to any new hire, in conjunction with Company
23 scheduled new hire or recall classes,

24 and

25 c. his employment will be terminated if he does not return to duty within ten years from
26 his date of furlough.

- 27 8. A recalled pilot:

28 a. will return to an entry level position (or by mutual agreement between the pilot and
29 the Company, to a position his seniority would entitle him to hold),

30 b. may be required to complete training for that position, and

31 c. will be entitled to bid and be awarded an advance entitlement(s) during training.

- 32 9. The Company may extend the time periods outlined in **Section 21 C**. when extraordinary
33 conditions exist.

- 34 10. A pilot will be eligible for recall for ten years from his date of furlough. The
35 employment of a pilot who does not return from furlough within ten years from his date
36 of furlough will be terminated.

- 37 11. A recalled pilot will not be eligible for return to duty if he does not possess a valid FAA
38 First Class Medical Certificate. Such pilot will be placed in recalled-medical hold status.

- 39 12. A pilot in recalled-medical hold status will:

40 a. receive furlough pay, medical/dental/life insurance benefits, and pass benefits during
41 the period in which he would have been eligible for furlough pay if he had not been
42 recalled,

43 b. not receive cockpit jumpseat privileges, and

44 c. not receive compensation, medical/dental/life insurance benefits or pass benefits
45 beyond the period in which he would have been eligible for furlough pay if he had not
46 been recalled.

Section 21 – Furlough and Recall

- 1 13. A pilot in recalled-medical hold status who presents a First Class Medical Certificate to
- 2 the Senior Vice President-Flight Operations within ten years from his date of furlough
- 3 will be returned to duty with the Company, subject to the provisions of *Section 15*. Such
- 4 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-777	e. MD-90/MD-88
b. B-767-400ER	f. B-737-300/200
c. B-767 (all except B-767-400ER)/B-757	g. EMB-190/195
d. B-737-900/800/700/600	h. CRJ-900

- 13
- 14 4. "Average line value" (ALV) means a number of hours established by the Company that is
- 15 the projected average of all regular line values, for a position, for a bid period.
- 16 5. "Base" means a location to which a pilot is assigned.
- 17 6. "Bid-qualified pilot" means a pilot who has completed or is projected to complete all
- 18 training, except for OE, prior to the first day of the bid period.
- 19 7. "Category" means the combination of a pilot's position and base.
- 20 8. "Category freeze" means a period of time
- 21 a. that is determined under **Section 22 G.**,
- 22 b. that commences on the date of a pilot's award of an AE or VD for which qualification
- 23 training is required, and
- 24 c. during which the pilot will (unless declared eligible by the Company) be ineligible to
- 25 be awarded another AE with an award date falling within the freeze period (other than
- 26 to a new or reestablished category) for which qualification training is required.
- 27 9. "Contingent displacement" means a displacement from a pilot's new category that is
- 28 caused by his displacement into that category.
- 29 10. "Contingent vacancy" means a vacancy in a pilot's former category that is caused by his
- 30 award to a different category pursuant to an advance entitlement.
- 31 11. "Conversion date" means the date on which the award or assignment of a pilot to a
- 32 different category becomes effective.
- 33 12. "Displacement" means an award (voluntary displacement or VD) or assignment
- 34 (mandatory displacement or MD) that is anticipated to become effective on a later
- 35 conversion date to eliminate a surplus from a category.
- 36 13. "Entry level pilot" means a pilot who has not completed his initial OE at the Company.
- 37 14. "New or reestablished category" means, for the purposes of **Section 22**, a category that
- 38 has not been in existence for 60 days since the date of the first opportunity for the first
- 39 conversion.
- 40 15. "Position" means the combination of a pilot's aircraft type, status, and classification as
- 41 domestic or international.

Section 22 – Filling of Vacancies

- 1 16. “Standard deviation” means an index of variability as set forth in *Robert L. Winkler and*
2 *William L. Hays, Statistics, Probability, Inference and Decision, 164-5 (2d Ed. 1975).*
- 3 17. “Standing bid” means a pilot’s order of category preferences, as they exist in DBMS, for
4 AEs, MDs, and VDs. A pilot’s category preferences may include:
 - 5 a. a minimum acceptable relative seniority ranking (by number or percentage) in the
6 category (including his own category),
 - 7 b. a specification for “regular line only”, or
 - 8 c. his willingness to be displaced in lieu of a pilot who is junior to him and in his
9 category.
- 10 18. “Status” means a pilot’s rank as Captain or First Officer.
- 11 19. “Targeted line value” (TLV) means a 12 bid period rolling average of the ALV.
- 12 20. “Unassigned pilot” means a pilot in excess of PWA staffing requirements who is
13 assigned to an aircraft type and base but does not currently hold a status.

14

15 B. Order of Positions

16

- 17 1. B-777 (International) Captain
- 18 2. B-777 Captain
- 19 3. B-767-400ER (International) Captain
- 20 4. B-767-400ER Captain
- 21 5. B-767/B-757 (International) Captain
- 22 6. B-767/B-757 Captain
- 23 7. B-737-900/800/700/600 Captain
- 24 8. MD-90/MD-88 Captain
- 25 9. B-737-300/200 Captain
- 26 10. B-777 (International) First Officer
- 27 11. B-777 First Officer
- 28 12. B-767-400ER (International) First Officer
- 29 13. B-767-400ER First Officer
- 30 14. EMB-195/190 Captain
- 31 15. B-767/B-757 (International) First Officer
- 32 16. B-767/B-757 First Officer
- 33 17. B-737-900/800/700/600 First Officer
- 34 18. MD-90/MD-88 First Officer
- 35 19. CRJ-900 Captain
- 36 20. B-737-300/200 First Officer
- 37 21. EMB-195/EMB-190 First Officer
- 38 22. CRJ-900 First Officer

Section 22 – Filling of Vacancies

1 C. PBS Staffing Formula

2 3 1. Formulae values for the bid period at issue:

4 A = scheduled block and credit hours for such position

5 B = total vacation hours for such position, where vacation hours = # of projected vacation
6 days x (ALV/30)

7 C = total training hours for such position, where training hours = # of projected training
8 days x (ALV/30)

9 D = ALV for such position

10 E = 12 bid period rolling average of block and credit hours flown by reserve pilots for
11 such position + H for such position

12 F = 12 bid period rolling average of reserve duty periods worked for such position

13 G = 12 bid period rolling average of scheduled block and credit hours for such position

14 H = 12 bid period rolling average GS/GSWC/IA/IAWC hours flown, minus one standard
15 deviation for such position

16 Note one: In determining a 12 bid period rolling average, the Company will use the least
17 recent 12 of the previous 14 bid periods.

18 Note two: The ALV for a position will be between 72 and 82 hours (inclusive).

19 2. For each position in each bid period:

20 a. Regular pilots = $(A + B + C)/D$

21 b. Domestic reserve pilots = $[(E /60) \times 0.6 + (F /14) \times 0.4] \times (A/G)$

22 c. International reserve pilots = $[(E /60) \times 0.8 + (F /14) \times 0.2] \times (A/ G)$

23 3. For each position in each bid period, the total pilots required will be determined as 24 follows:

25 a. Total pilots for a domestic position = regular pilots + domestic reserve pilots.

26 b. Total pilots for an international position = regular pilots + international reserve pilots.

27 28 D. Posting and Bidding of Category Vacancies

29
30 1. Each bid period and at each base, the Company will post a complete list of pilots by
31 category and seniority number.

32 2. On or before the first day of February, May, August and November, the Company will
33 post, at each base, a six month forecast of pilot requirements for each position at each
34 base.

35 Exception: When the Company posts an advance entitlement or displacement bid with an
36 effective date more than 210 days from date of posting, the Company will concurrently
37 publish a 12 month forecast of pilot requirements for each position at each base.

38 3. An advance entitlement or displacement bid posting will include a forecast of pilot
39 staffing by category at the end of the conversion window.

40 4. A vacancy notice will be posted at each base as far in advance as possible, but not more
41 than 210 days before the last date on which it could become effective.

42 Exception: There is no requirement to post a vacancy that is filled by a pilot who is
43 reinstated to such position within 180 days of his MD.

44 5. A vacancy notice will include the following:

45 a. each category where a vacancy exists or is expected to exist,

46 b. the number of such vacancies,

Section 22 – Filling of Vacancies

- 1 c. the reason for such vacancies,
- 2 d. the highest and lowest seniority number of the pilots in the category(ies),
- 3 e. the last date upon which such vacancy can be filled, which will not be more than 210
- 4 days after posting, and
- 5 f. the closing date and time, which will:
 - 6 1) be at least 10 days after the posting of the notice, and
 - 7 2) be the deadline after which a change in a pilot’s standing bid will not be
 - 8 considered for the bid award.
- 9 6. The last date upon which a vacancy can be filled may be extended beyond 210 days from
- 10 its date of posting by mutual agreement between the Company and the pilot who is
- 11 awarded/assigned the vacancy.
- 12 7. A pilot will be forwarded copies of vacancy notices posted during his absence if:
 - 13 a. such absence is due to his vacation, sick leave, or leave of absence, and
 - 14 b. the pilot delivers to his Chief Pilot’s office:
 - 15 1) a written request for copies of vacancy notices, and
 - 16 2) a stamped self-addressed envelope(s).
- 17 8. The Company’s decision to award or deny an AE/MD/VD in accordance with a standing
- 18 bid preference that specifies “regular line only” will be based upon its best estimate of
- 19 where the cutoff of regular lines will be upon conversion. A preference that specifies
- 20 “regular line only” does not guarantee that:
 - 21 a. the pilot will be a regular pilot upon his conversion, or
 - 22 b. a junior pilot awarded the vacancy will not be a regular pilot upon his conversion.
- 23 9. A pilot’s standing bid (in its entirety):
 - 24 a. can be removed by the pilot prior to a bid closing, or
 - 25 b. will be removed by the Company at the time the pilot is awarded a:
 - 26 1) AE,
 - 27 2) MD,
 - 28 3) reinstatement, or
 - 29 4) VD.
- 30 10. For the purposes of *Section 22 D. 4., 5., and 6.*, the Company may, at its discretion,
- 31 extend the 210 day effective date of a bid to 365 days, once per calendar year.
- 32

E. Advance Entitlements and Voluntary Displacements

- 34
- 35 1. The following vacancies will be awarded simultaneously and in seniority order among
- 36 pilots whose standing bid, in DBMS at the closing date and time, contains a preference
- 37 for the category(ies) involved:
 - 38 a. AE,
 - 39 b. VD,
 - 40 c. contingent vacancies, and
 - 41 d. other vacancies that:
 - 42 1) first became known during the period of the posting of the vacancy notice, and
 - 43 2) are caused by termination, resignation, or an absence whose anticipated duration
 - 44 is greater than 120 days.

Section 22 – Filling of Vacancies

1 Exception: A standing bid preference for an AE will not be awarded if such award,
2 together with any VD/MD(s) for the same category, would create a surplus that would
3 cause a displacement in the category.

- 4 2. A pilot who has commenced training pursuant to an AE, VD or MD, but has not yet been
5 converted to his new category, will not be required to fly in his current category.

6 Exception one: This provision will not apply until the 181st day following the in-service
7 date of a new aircraft type, or until the 91st day following the first date of a new or
8 reestablished category.

9 Exception two: This provision will not apply to such pilot if his training is cancelled.

- 10 3. Pilots who hold an AE from the same posting and to the same category will (subject to
11 **Section 22 E. 6. b.** and **E. 9.**) be converted in seniority order.

- 12 4. Pilots who hold a VD from the same posting and from the same category will (subject to
13 **Section 22 E. 6. b.** and **E. 9.**) be converted in seniority order.

- 14 5. When pilots described in **Section 22 E. 3.** and/or **4.**, are competing for a vacancy in, or a
15 displacement to, the same category, the Company will have the right to choose the group
16 (AE or VD) from which each conversion will be made.

- 17 6. Conversion Date. A pilot who:

18 a. at the start of training required for his AE, VD or MD, is projected to complete such
19 training, exclusive of OE:

20 1) on or before the 16th day of a bid period, will be converted no later than the first
21 day of such bid period, or

22 2) after the 16th day of a bid period, will be converted no later than the first day of
23 the following bid period.

24 Exception: **Section 22 E. 6. a. 1)** and **2)** will not apply until the 181st day following the
25 in-service date of a new aircraft type, or until the 91st day following the first date of a
26 new or reestablished category.

27 b. holds an AE or VD and does not require training may be converted (in seniority order
28 among other pilots not requiring training) in advance of a senior pilot who requires
29 training.

- 30 7. A pilot who is not bid qualified on his conversion date will be placed on an RQ line until
31 he begins training, and

32 a. paid under **Section 4 C. 1. Exception four**, and

33 b. trained as soon as possible.

- 34 8. Subject to **Section 22 E. 9.**, pilots who hold:

35 a. an AE from the same posting and to the same category will be scheduled for training
36 in seniority order.

37 b. a VD from the same posting and from the same category will be scheduled for
38 training in seniority order.

- 39 9. If a junior pilot, who holds an AE or VD from the same posting and to the same category
40 as a senior pilot, is converted before the senior pilot, the senior pilot will be pay protected
41 at the rate applicable to the higher paying position for the hours paid to him in his current
42 category. Such pay protection will commence on the first day of the second bid period
43 after the conversion date of the junior pilot.

44 Exception: Such senior pilot who is converted after such junior pilot will not be pay
45 protected if:

46 a. he required training and the junior pilot did not,

Section 22 – Filling of Vacancies

- 1 b. his conversion was delayed due to his failure to complete training, or
- 2 c. his training is delayed:
 - 3 1) at his request, or
 - 4 2) due to his:
 - 5 a) sick leave,
 - 6 b) military leave of absence, or
 - 7 c) disability.
- 8 10. If no pilot bids on a First Officer category vacancy, the Company may assign an entry
- 9 level pilot to fill the vacancy.
 - 10 a. Such pilot will be selected among the pilots in the most recent new hire class. If no
 - 11 entry level pilot is available, such pilot will be selected from the subsequent new hire
 - 12 class.
 - 13 b. The vacancy will be proffered to entry level pilots in seniority order. If no pilot
 - 14 accepts the proffer, the selection will be made by assignment in inverse seniority
 - 15 order.
 - 16 c. An entry level pilot who accepts a proffer or is inversely assigned under
 - 17 **Section 22 E. 10. a. or b.** will not be subject to a category freeze.
- 18 11. Prior to transferring unassigned pilots, the Company will proffer transfer opportunities to
- 19 such pilots in seniority order. Assignments that remain unfilled after such proffers will
- 20 be filled in inverse seniority order.
- 21 12. A pilot who is awarded an AE or VD will forfeit his former category on the date of
- 22 conversion to his new category.
- 23 13. A pilot will not be displaced during a bid period in which another pilot is converted into
- 24 his category as a result of an AE.
- 25 14. Bypass. A Captain or First Officer who is awarded an AE or VD may be bypassed, and
- 26 pay protected at the higher composite hourly rate for the hours paid to him in his current
- 27 category, as of the date he would otherwise have been converted, if the commencement
- 28 of his qualification training (pursuant to the AE or VD) would be within:
 - 29 a. three years of the date he reaches the regulatory age limit for pilots, and the pilot and
 - 30 the Company mutually agree to the bypass, or
 - 31 b. one year of the date he reaches the regulatory age limit for pilots and the Company
 - 32 exercises its discretion to bypass.
- 33 Exception: The Company may not bypass a pilot within one year of the date he
- 34 reaches the regulatory age limit for pilots unless the Company has bypassed all pilots
- 35 holding an AE to the same category with:
 - 36 1) the same award date,
 - 37 2) the same training requirements, and
 - 38 3) earlier normal retirement dates.
- 39 15. If an AE is terminated at a pilot's request with the agreement of the Company, the pilot
- 40 will have no rights under **Section 22 E. 16.**
- 41 16. If an AE is canceled by the Company, the pilot may:
 - 42 a. displace any junior pilot who holds an unconverted AE,
 - 43 b. displace a junior pilot from a category the junior pilot converted into pursuant to an
 - 44 AE awarded concurrent with or after the canceled AE, or
 - 45 c. by mutual agreement between the pilot and the Company, extend the effective date of
 - 46 the AE up to 31 days.

Section 22 – Filling of Vacancies

- 1 17. If an AE is canceled by the Company, the pilot will give the Company written notice of
2 his selection from the options provided in **Section 22 E. 16.** within ten days of his receipt
3 of the cancellation notice. If the pilot does not give the Company such notice within such
4 ten day period, he will be ineligible to exercise any such option.
5

6 F. Surplus and Displacement 7

- 8 1. A surplus notice will be posted at each base as far in advance as possible, but not more
9 than 210 days before the last date on which it could become effective.
- 10 2. A pilot in a category with a surplus, who is projected to be displaced, will be notified of
11 his projected displacement as far in advance as possible, but not more than 210 days
12 before the last date on which his displacement could become effective.
- 13 3. A surplus notice will include the following:
 - 14 a. each category where a surplus of pilots exists or is expected to exist,
 - 15 b. number of such pilots in each such category,
 - 16 c. the last date upon which a projected displacement(s) can become effective, which will
17 be not more than 210 days after the posting of such notice, and
 - 18 d. the closing date and time, which will:
 - 19 1) be at least ten days after the posting of the notice, and
 - 20 2) be the deadline after which a change in a pilot's standing bid will not be
21 considered for the VD or MD.
- 22 4. The last date upon which a displacement can become effective may be extended beyond
23 210 days from its date of posting by mutual agreement between the Company and the
24 pilot who holds the VD or MD.
- 25 5. The Company will forward to a pilot copies of surplus notices posted during his absence
26 if:
 - 27 a. such absence is due to his vacation, sick leave, or leave of absence, and
 - 28 b. the pilot delivers to his Chief Pilot's office:
 - 29 1) a written request for copies of surplus notices, and
 - 30 2) a stamped self-addressed envelope(s).
- 31 6. Pilots in a category with a surplus will be displaced in inverse seniority order.
32 Exception: A senior pilot (excluding a pilot who has been bypassed under
33 **Section 22 E. 14.**), may volunteer to be displaced (i.e., via a VD) in lieu of a junior pilot
34 in the same category. A pilot who holds a VD may:
 - 35 a. displace into a category to fill an existing vacancy that his seniority entitles him to
36 hold,
 - 37 b. displace a pilot junior to him in the same position in a different base, or
 - 38 c. displace a pilot in any category who:
 - 39 1) was in such category on the award date of the pilot who holds the VD, and
 - 40 2) is junior to the pilot whose displacement he volunteered to take.
- 41 7. Displacement(s) will be processed on the basis of standing bids existing in DBMS as of
42 the closing date and time of the posting and will become effective at 0001E on the
43 conversion date.
- 44 8. Contingent displacements will be processed simultaneously.

Section 22 – Filling of Vacancies

- 1 9. Normally, pilots who hold:
 - 2 a. VDs will be scheduled for training in seniority order prior to pilots who hold MDs
 - 3 from the same posting and from the same category.
 - 4 b. MDs from the same posting and from the same category will be scheduled for
 - 5 training in inverse seniority order.
- 6 10. A pilot will receive at least 30 days advance notice from the Company of the conversion
- 7 date of his displacement.
- 8 11. The Company will not rescind a displacement within the 30 days before its conversion
- 9 date without the consent of the pilot.
- 10 12. A pilot who holds an MD will, without regard to the standing bids of senior pilots, be
- 11 reinstated to the category from which he was displaced if:
 - 12 a. a vacancy is posted in such category and the earliest conversion date stated in the
 - 13 posting is within the 180 day period following the conversion date of his MD,
 - 14 b. his standing bid indicates a request for such reinstatement, and
 - 15 c. such vacancy has not been filled by reinstatement of a pilot senior to him who was
 - 16 also awarded an MD from such category.
- 17 13. A pilot who holds an MD may displace a pilot in any category who is junior to him and
- 18 who was in such category on the award date of his MD.
- 19 14. A pilot whose standing bid does not contain sufficient MD preferences as of the closing
- 20 date and time of the posting and is displaced will be assigned the next lower position at
- 21 his base. If such pilot lacks sufficient seniority to hold a lower position at his base, he
- 22 will, at Company option, be assigned into any position at another base that his seniority
- 23 would permit him to hold.
- 24 15. If, prior to the conversion date, a posting of multiple VDs or MDs for the same category
- 25 is partially canceled, such cancellations will be proffered and then assigned in the
- 26 following order:
 - 27 a. proffered in seniority order among pilots who hold MDs,
 - 28 b. proffered in seniority order among pilots who hold VDs,
 - 29 c. assigned in seniority order among pilots who hold MDs,
 - 30 d. assigned in inverse seniority order among pilots who hold VDs.
- 31 16. For the purposes of **Section 22 F. 1., 2., 3., and 4.**, the Company may, at its discretion,
- 32 extend the 210 day effective date of a bid to 365 days, once per calendar year.
- 33

34 G. Category Freeze

- 35
- 36 1. A pilot who is awarded an AE or VD will incur a 24-month category freeze.
- 37 Exception one: A domestic category pilot will incur a 9-month category freeze if:
 - 38 a. the award is an AE or VD for the same position in an international category, and
 - 39 b. he requires no qualification training, other than transoceanic ground school
- 40 Exception two: Subject to **Section 22 G. 1. Exception one b.**, a pilot currently under a
- 41 category freeze may be awarded an AE or VD to the same position at a different base.
- 42 2. A category freeze applies to a pilot who is awarded an AE or VD whether or not he is
- 43 bypassed under **Section 22 E. 14.** A pilot who has been bypassed will be deemed to hold
- 44 the category to which he is being pay protected to determine his eligibility for another
- 45 AE or VD.

Section 22 – Filling of Vacancies

1 3. A pilot who, during his category freeze, is awarded a subsequent AE to the same position
2 at another base may be held in the category of his freeze until a replacement is trained
3 and converted. When such replacement is trained and converted, the pilot will be
4 converted in accordance with the subsequent AE.

5

6 H. Targeted Line Value

7

8 Beginning April 1, 2007, the TLV of a position will be between 74 and 79 hours (inclusive).

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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,
 - 14 d. is subject to change or removal from a pilot's line, and
 - 15 e. is designated with an *.
- 16 2. "Average line value" (ALV) means a number of hours established by the Company that is
- 17 the projected average of all regular line values, for a position, for a bid period.
- 18 3. "Bid period" means one of the following time periods:
- 19 a. January 1st through January 30th (the "January bid period")
 - 20 b. January 31st through March 1st (the "February bid period")
 - 21 c. March 2nd through March 31st (the "March bid period")
 - 22 d. April 1st through April 30th (the "April bid period")
 - 23 e. May 1st through May 31st (the "May bid period")
 - 24 f. June 1st through June 30th (the "June bid period")
 - 25 g. July 1st through July 31st (the "July bid period")
 - 26 h. August 1st through August 31st (the "August bid period")
 - 27 i. September 1st through September 30th (the "September bid period")
 - 28 j. October 1st through October 31st (the "October bid period")
 - 29 k. November 1st through November 30th (the "November bid period")
 - 30 l. December 1st through December 31st (the "December bid period")
- 31 4. "Bid-qualified pilot" means a pilot who has completed or is projected to complete all
- 32 training, except for OE, prior to the first day of the bid period.
- 33 5. "Block time" means the time beginning when an aircraft first moves for the purpose of
- 34 flight or repositioning and ending when the aircraft comes to a stop at the next destination
- 35 or at the point of departure.
- 36 6. "Break-in-duty" means a rest period (measured from release to report) that is sufficient to
- 37 break a pilot's duty period under **Section 12 G.**
- 38 7. "Credit" means the time attributed to a pilot for PWA flight time limitations purposes.
- 39 8. "Credited reserve on-call day" (CROC day) means a day on which a reserve pilot:
- 40 a. is on a rotation,
 - 41 b. receives pay and credit under **Section 4 H.**,
 - 42 c. is on airport standby duty, or
 - 43 d. is on sick leave on an on-call day.
- 44 9. "Crew Scheduling assigned X-day" means an X-day placed on a pilot's schedule under
- 45 **Section 12 N. 2.** and/or **Section 12 N. 7.**
- 46 10. "DBMS" means a computerized crew scheduling system operated by Flight Operations.

Section 23 - Scheduling

- 1 11. "Duty period" means the elapsed time from report to release (for a break-in-duty).
- 2 12. "FARs" means the Federal Aviation Regulations.
- 3 13. "Flying", "flown", "flies" and "fly" for purposes of **Sections 4, 12, and 23**, means:
 - 4 a. operation of a flight as a cockpit crewmember, and/or
 - 5 b. a deadhead by air.
- 6 14. "Green slip" (GS) means a request by a pilot to be assigned same-day/next-day open time
7 that may generate premium pay:
 - 8 a. on his regular line days-off,
 - 9 b. on his reserve line X-day(s),
 - 10 c. on reserve line on-call days, while on long-call, with less than 12 hours notice, or
 - 11 d. on his remaining reserve line on-call days in the current bid period after he has
12 accumulated credit equivalent to the ALV in such bid period.
- 13 15. "Green slip with conflict" (GSWC) means a request by a regular pilot to be assigned
14 same-day/next-day open time that may generate premium pay, and:
 - 15 a. overlaps a scheduled rotation(s) remaining to be flown, or
 - 16 b. creates an FAR or PWA conflict with a scheduled rotation(s) remaining to be flown.
- 17 16. "International small-category" means an international category containing fewer than
18 1,500 scheduled credit hours in a bid period.
- 19 17. "Inverse assignment" (IA) means the assignment of open time in inverse seniority order
20 under **Section 23 N. or O.**
21 Exception: An assignment to a reserve pilot who is among a group of reserve pilots
22 whose RAW values are equal under **Section 23 A. 35.** is not an IA.
- 23 18. "Inverse assignment with conflict" (IAWC) means an IA that:
 - 24 a. overlaps a scheduled rotation(s) remaining to be flown, or
 - 25 b. creates an FAR or PWA conflict with a scheduled rotation(s) remaining to be flown.
- 26 19. "Irregular operations" (IROPS) means an event(s) in the system (e.g., sickness, fatigue or
27 no-show of another pilot, weather, mechanical, aircraft type substitution, substitution of
28 one aircraft model for another aircraft model on which the pilot is not qualified,
29 diversion, cancellation, overflight, misconnect, application of the FARs) that causes a
30 pilot to be removed from his scheduled rotation or portion thereof.
- 31 20. "Line" means a pilot's bid period schedule.
 - 32 a. "Initial line" means the line awarded/assigned to a pilot via PBS or DBMS.
 - 33 b. "Adjusted line" means a pilot's initial line as modified by the line adjustment process.
 - 34 c. "Regular line" means a line composed of training, vacation, leaves, rotations and/or
35 days-off.
 - 36 d. "Reserve line" means a line composed of training, vacation, leaves, reserve on-call
37 days and X-days.
 - 38 f. "Blank regular line" means a regular line that is constructed without rotations.
 - 39 g. "Specially created reserve line" means a reserve line that was not awarded/assigned in
40 the initial line awards.
 - 41 h. "Requires qualification line" (RQ line) means a line created for a pilot who converted
42 into a category, but was not qualified to bid.
- 43 21. "Line adjustment" means the process by which the Company removes a rotation(s) from
44 a regular pilot's line for the next bid period, which would otherwise create an FAR and/or
45 PWA conflict(s).

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- 1 22. "Line construction window" (LCW) means a range of hours that is seven and one half
2 hours above and below the ALV for each position in each bid period. The LCW will not
3 extend below 65 hours without mutual agreement between the Director - Crew Resources
4 and the MEC Scheduling Committee Chairman.
- 5 23. "Low-time pilot" means a Captain or First Officer who has not flown (excluding
6 deadhead) 75 hours of block time as a Captain or First Officer in his aircraft type.
- 7 24. "Non-consolidated pilot" means a pilot who has not completed consolidation
8 requirements as set forth in the FARs (currently Section 121.434(g) or a pilot who has
9 flown (excluding deadhead) less than 100 block hours, including OE, in his aircraft type).
- 10 25. "Open time" means a rotation(s) not awarded on a regular line in the initial line awards,
11 or that otherwise becomes available.
- 12 26. "Out-of-base pilot" means a pilot who holds the same position at another base.
- 13 27. "Pilot change schedule" (PCS) means a process for the submission of requests for:
14 a. military leave of absence (see **Section 13 D.**)
15 b. personal drop (PD), qualified personal drop (QPD) and authorized personal drop
16 (APD) (see **Section 23 I.**)
17 c. swap with the pot (see **Section 23 H.**)
18 d. white slip (see **Section 23 P.**)
19 e. yellow slip (see **Section 23 T.**)
20 f. GS and GSWC (see **Section 23 Q.**)
21 g. X-day move (see **Section 12 N. 9.**)
22 h. additional day off (see **Section 23 S. 16.**)
- 23 28. "Pilot-to-pilot swap board" means an electronic system through which a pilot offers
24 and/or executes a rotation drop, swap and/or pickup with another pilot under
25 **Section 23 F.**
- 26 29. "Premium pay" means pay as set forth in **Section 23 U.** applicable to:
27 a. an inversely assigned rotation or flight segment(s).
28 b. a GS rotation.
29 c. a GSWC rotation.
30 d. a domestic category rotation assigned/awarded to an international category pilot
31 under **Section 23 N. 28.** or **Section 23 O. 25.**
- 32 30. "Projection" means the sum of a pilot's accumulated credit and remaining scheduled
33 credit within the bid period.
- 34 31. "Regular pilot" means a pilot who holds a regular line.
- 35 32. "Release" means:
36 a. for purposes of determining a pilot's break-in-duty, the later of:
37 1) 30 minutes after the block-in of his last flight segment, or
38 2) the actual time he is released by the Company (after completion of any additional
39 duty required by the Company) to begin a rest period sufficient to break his duty
40 period under **Section 12 G.**
41 b. for purposes of determining a pilot's duty period credit and rotation credit, the later
42 of:
43 1) 30 minutes after the actual block-in of his last flight segment,
44 2) 30 minutes after the adjusted block-in of his last flight segment determined by
45 adding the scheduled block time of such flight segment to the later of the
46 scheduled or actual departure time of such flight segment, or

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- 1 3) the actual time he is released by the Company (after completion of any additional
2 duty required by the Company) to begin a rest period sufficient to break his duty
3 period under **Section 12 G**.
- 4 33. "Report" means the later of the actual or scheduled time that a pilot begins duty. Such
5 scheduled time:
6 a. in a domestic category is:
7 1) one hour before the scheduled departure of the first flying (excluding deadhead)
8 segment.
9 2) 30 minutes before the scheduled departure of the first on-line deadhead segment.
10 3) 90 minutes before the scheduled departure of the first off-line deadhead segment.
11 b. in an international category is:
12 1) 90 minutes before the scheduled departure of the first:
13 a) flight segment (excluding an intra-theatre deadhead flight segment) in a duty
14 period containing an ocean crossing, (including an ocean crossing deadhead
15 that originates outside the continental United States).
16 b) off-line deadhead segment.
17 Exception: Flight segments to/from Hawaii will have a 60-minute report.
18 2) one hour before the scheduled departure of an:
19 a) intra-theatre flight segment, (including a non-ocean crossing deadhead that
20 originates outside the continental United States).
21 b) ocean crossing deadhead that originates within the United States.
22 c) international category duty period composed solely of domestic flying.
23 3) 30 minutes before the scheduled departure of a deadhead that originates and
24 terminates within the continental United States.
- 25 34. "Reroute" means:
26 a. alteration of a pilot's rotation or portion thereof due to irregular operations to:
27 1) delete a previously scheduled flight segment(s), and/or
28 2) add a flight segment(s) that is not open time (including flying removed from open
29 time),
30 or
31 b. alteration of a pilot's rotation or portion thereof to:
32 1) delete a previously scheduled flight segment(s), and/or
33 2) add a flight segment(s) under **Section 23 N. 20.** or **O. 15.;**
34 and
35 c. notification to the pilot, after the airborne departure of his first flight segment, of such
36 alteration.
37 Note: An alteration in the departure, enroute or arrival time of a scheduled flight segment
38 does not constitute a reroute.
- 39 35. "Reserve assignment weighting" (RAW) means a value assigned to a reserve pilot that is
40 based on his accumulated credit in a bid period and his CROC days in a bid period. A
41 reserve pilot's RAW is used to sequence him for assignment to open time. Such value
42 will be calculated using the following formula, rounded to the nearest integer:
43 Reserve assignment weighting = $[(A \div C) \times 75] + [(B \div D) \times 100]$, 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 36. "Reserve day" means a day on which a reserve pilot is scheduled to be on either an on-
15 call day or an X-day.
- 16 37. "Reserve pilot" means a pilot who holds a reserve line.
- 17 38. "Reserve utilization order" (RUO) means an order of assigning open time to reserve
18 pilots, within days-of-availability groupings, that is based upon a comparison of their
19 RAW values.
- 20 39. "Rotation" means a duty period, or series of duty periods, that is identified by number
21 and scheduled to begin and end at a pilot's base, and all the flight segments contained
22 therein. The release of a regular pilot for a break-in-duty at his base that is within such a
23 series of duty periods ("in base layover") will not end his rotation.
- 24 40. "White slip" means a request by a regular pilot to be awarded open time under
25 **Section 23 P**.
- 26 41. "Within days-of-availability groupings" means an order of assigning open time under
27 **Section 23 N**. or **O**. to reserve pilots based upon a comparison between each pilot's days-
28 of-availability and the length of the rotation.
- 29 42. "Within least disruption groupings" means an order of assigning open time to reserve
30 pilots for whom such assignment would extend into their regular line and conflict with a
31 rotation(s). Such pilots will be sequenced for assignment by least number of rotation
32 days to be dropped.
- 33 43. "Within least intrusion groupings" means an order of assigning open time to reserve
34 pilots for whom such assignment would extend into their regular line days-off, but would
35 not extend into a rotation(s). Such pilots will be sequenced for assignment by least
36 number of days interrupted.
- 37 44. "X-day" means a 24-hour duty-free period at a pilot's base, on a reserve line.
- 38 45. "Yellow slip" means a request by a reserve pilot to:
- 39 a. lower his RAW value by 15 points,
40 b. become first in sequence for conversion, at the discretion of the Company, to short
41 call, (in seniority order among pilots submitting yellow slips for conversion to short
42 call), or
43 c. waive his X-day(s) contingent on being awarded a rotation.

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1 B. Timing of Scheduling Events

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1. Current Month Events Affecting Subsequent Bid Period Scheduling

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<u>Day of Calendar Month</u>	<u>Event</u>
Before the first day of the bid period 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 subsequent bid period
On the <i>1st</i>	Vacation move-ups close
On or before the <i>5th</i>	Bid packages distributed electronically Vacation move-ups posted Qualification training posted CQ training posted Asterisk rotation changes posted
Before <i>0800E</i> on the <i>12th</i>	Pilot advises Crew Scheduling of known absence (e.g., MLOA, scheduled accident leave, scheduled sick leave) in subsequent bid period
On the <i>12th @ 0800E</i>	Line bidding closes
On or before the <i>17th @ 1800E</i>	FAR and PWA time and duty adjustments completed (line adjustment) Adjusted lines made available for viewing in DBMS
On the <i>18th @ 1800E</i> (and through the end of bid period at all PCS run times from table in <i>Section 23 B. 2.</i>)	Daily next bid period PCS process begins
On or before the last day of the bid period	Deadline for submitting bank transactions

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1 2. Daily Events Affecting Current Bid Period

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<u>Time of day</u>	<u>Event</u>
<i>@ 0700E</i>	PCS submission deadline for next day APD or PD awards
<i>@ 0700E and @ 1800E</i>	PCS submission deadline for same day/next day flying (white slip, yellow slip, GS, GSWC)
<i>@ 0700E, @ 1200E and @ 1800E</i>	PCS submission deadline for beyond next day flying (white slip, military leave, drop, X-day move, swap with the pot, additional day off)
<i>Between 0800 Base time and 2400 Base time</i>	Next day rotation coverage
<i>0001E and 1300E</i>	Automated RAW value update
<i>1500 Base time</i>	Deadline for placing assignment on the line of a reserve on the last non-fly day (that ends at 2400) prior to an on-call day. (<i>Section 23 S. 1. d. 2</i>) and <i>Section 23 S. 6. b.</i>)

- 5 3. The sequence of events set forth in *Section 23 B. 1.* and *2.* may be altered by mutual
6 agreement between the Director – Crew Resources and the MEC Scheduling Committee
7 Chairman.
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9 C. Preferential Bidding System (PBS)

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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:

1. his bid preferences,
2. his seniority,
3. his known absences,
4. programmed award logic,
5. FARs,
6. Company policy, and
7. the PWA.

21 D. Line Award Process

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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. reserve line descriptions (if applicable),
 - c. rotation descriptions, and

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- 1 d. asterisk rotation descriptions.
- 2 3. A rotation description will include:
 - 3 a. rotation pairing by days,
 - 4 b. aircraft model(s),
 - 5 c. stations,
 - 6 d. origination and termination times,
 - 7 e. total scheduled block time and credit,
 - 8 f. daily scheduled block time and credit,
 - 9 g. layover times, cities, and lodging,
 - 10 h. designation of types of credit,
 - 11 i. exceptions and schedule change descriptions,
 - 12 j. maximum allowable on-duty time,
 - 13 k. scheduled on-duty time,
 - 14 l. scheduled time away from base, and
 - 15 m. break-in-duty times based on release to report.
- 16 4. Initial line bidding will close at 0800E on the 12th day of each month.

17 Exception: Under unusual and extenuating circumstances, the Company may close initial

18 line bidding on a day subsequent to the 12th day of a month. In all cases, bid packages

19 will be made available at least seven days before bid closing.
- 20 5. Prior to the close of initial line bidding, a bid-qualified pilot may enter his bid preferences
- 21 via PBS and/or DBMS.

22 Exception: A pilot performing international operations from the 5th to the 12th of the

23 month may enter his preferences by telephone contact with Crew Scheduling if he is out

24 of the United States from the 5th to the 12th of the month and unable to access PBS.

25 Note: PBS will be accessible through an internet connection that does not require a

26 virtual private network. PBS will be compatible with the following operating systems, as

27 a minimum: Windows™, Mac™, and Linux™.
- 28 6. Initial line awards will be made in seniority order among pilots in the category.

29 Exception: A low-time First Officer who is projected to be a low-time pilot on the first

30 day of the bid period will not be awarded a rotation that was awarded to a low-time

31 Captain, unless the FAA permits the pairing of low-time pilots.
- 32 7. Initial Captain lines will be awarded before initial First Officer lines.
- 33 8. A regular line will be constructed from published rotations to achieve a credit value
- 34 within the LCW, including a value, if any, for a known period of absence.

35 Exception: In the event a pilot's block hour limit (plus the value, if any, for a known

36 period of absence) is lower than the upper limit of the LCW for his category for the bid

37 period, the lower limit of his LCW for the bid period will be his block hour limit (plus the

38 value, if any, for a known period of absence) minus the difference between the upper

39 limit and the lower limit of the LCW for his category for the bid period.

40 Note: In the event a satisfactory PBS solution (e.g., within one +/- hour of the published

41 ALV) is not achievable, an adjustment to the LCW may be made by mutual agreement

42 between the Director - Crew Resources and the MEC Scheduling Committee Chairman.
- 43 9. A pilot will not be awarded a regular line that:
 - 44 a. exceeds 18 days in which a pilot is on a rotation.

45 Note one: A pilot may state a preference (waive rule) for a regular line award which

46 exceeds 18 days in which he is on a rotation.

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- 1 Note two: For line construction purposes, a pilot will not be considered to be on a
2 rotation on a day that he is released at his base at or before 0300 base time and does
3 not thereafter report for duty on the same calendar day.
- 4 b. creates, or is within one hour of creating, an FAR or PWA conflict,
5 Exception: This one hour limitation does not apply to the pilot's block hour limit.
6 or,
7 c. exceeds the pilot's block hour limit.
- 8 10. A pilot who cannot be awarded a regular line within his LCW will be awarded a reserve
9 line.
10 Exception: If a pilot within a number (such number to be determined by dividing the
11 total scheduled block and credit hours in a category by the ALV for that category) of the
12 most senior pilots in a category is awarded a reserve line because he cannot be awarded a
13 regular line within his LCW due to conflicts with rotations or known absences, including
14 those in the prior or subsequent bid periods, he may elect to be awarded a blank regular
15 line.
- 16 11. A domestic category rotation will not be constructed to contain an ocean crossing other
17 than a deadhead.
- 18 12. A domestic category regular line will be constructed to contain at least 12 hours free of
19 duty between rotations.
- 20 13. An international category regular line will be constructed to contain at least:
21 a. 48 hours free of duty between all different direction (Europe/Pacific/South America)
22 ocean crossing rotations.
23 b. 13 hours free of duty prior to a trans-oceanic duty period.
24 c. 18 hours free of duty following a trans-oceanic duty period.
25 d. 12 hours free of duty between rotations.
- 26 14. A reserve line will be constructed to contain 11 X-days in a 30-day bid period and 12 X-
27 days in a 31-day bid period, prorated for any known period of absence. (see
28 **Section 12 N. 7.**)
- 29 15. A pilot who, in the initial line bid, fails to bid will be awarded a line based on his default
30 bid.
31 Note: If a pilot does not submit a default bid, he will be awarded a line based on the PBS
32 default bid ("award trips" or "award line reserve").
- 33 16. A pilot's adjusted line for the following bid period will be available to him via DBMS on
34 or before the 17th of the month at 1800E.
- 35 17. A rotation(s) that becomes known after distribution of bid packages will be open time.
- 36 18. Rotations that have not been placed on regular lines will be open time.
- 37 19. A pilot who has converted into a category, but is not bid-qualified, will be assigned an
38 RQ line.
39 Exception: Such pilot may, at his option, be awarded a blank regular line commencing
40 on the day following the scheduled completion of his OE, provided he notifies Crew
41 Scheduling after completion of his training but before completion of his OE.
- 42 20. A pilot holding a blank regular line may submit white slips and GSs for open time
43 originating during that line. Such pilot will not receive:
44 a. a regular line guarantee, or
45 b. a rotation guarantee for a rotation that is removed due to a conflict with, or failure to
46 complete, his OE(s).

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- 1 21. The Company may deviate from the line award process in **Section 23 D.** if necessary
2 because of an unforeseen change of rotations after the distribution of the bid package. In
3 such cases:
4 a. the line award will be conducted as expeditiously as possible, and
5 b. seniority will govern the awarding of lines within a category.
6 Note: In cases of temporary reduction in the number of lines in a category not
7 accompanied by a comparable reduction in positions, a sufficient number of reserve lines
8 will be created to ensure a line for each pilot in the category.
9

10 E. Pilot Change Schedule

- 11
12 1. Pilots will be afforded the opportunity to submit requests for the following forms of
13 schedule alterations through DBMS:
14 a. MLOA,
15 b. PD and APD,
16 c. swap with the pot,
17 d. X-day moves,
18 e. white slips,
19 f. yellow slips,
20 g. reserve rotation preference if needed to fly (see **Section 23 S. 18.**),
21 h. GS and GSWCs,
22 i. additional day(s) off (see **Section 23 S. 16.**), and/or
23 j. preference for recovery flying rotations (see **Section 23 K.**)
24 Note: A pilot will input PCS preferences via templates in DBMS. Such templates may be
25 modified by mutual agreement between the Director – Crew Resources and the MEC
26 Scheduling Committee Chairman.
27 2. Requests for the following schedule alterations will be processed in the following order:
28 a. MLOA (see **Section 13 D.**),
29 b. APD (see **Section 23 I.**),
30 c. PD and X-day moves (see **Section 23 I.** and **Section 12 N. 9.**),
31 d. white slip (see **Section 23 P.**), and
32 e. swap with the pot (see **Section 23 H.**)
33 3. A pilot who submits a PCS request for a beyond next day rotation is responsible for
34 ascertaining whether his request has been granted and acknowledging his award. Crew
35 Scheduling is not required to notify a pilot of his PCS result for a beyond next day
36 rotation.
37 4. PCS will not process a request:
38 a. that is submitted after the start of each PCS run, or
39 b. for a same-day or next-day rotation.
40 5. PCS Deadline Examples
41 a. Example 1
42 1) Assumption: The pilot desires to swap a rotation with a scheduled report of 1400
43 on the 12th day of the month.
44 2) Result: The pilot must enter the swap request into PCS no later than 1800E on the
45 10th day of the month.

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1 b. Example 2

- 2 1) Assumption: The pilot submits a white slip for a rotation with a report of 0745 on
3 the 18th of the month.
- 4 2) Result: If the white slip is entered into PCS at or before 1800E on the 16th, it will
5 be processed in a PCS run. If the white slip is entered after 1800E on the 16th, it
6 will be processed under *Section 23 N*.

8 F. Pilot-to-Pilot Swap Board

- 10 1. The Company will maintain an automated system (the swap board) that permits a regular
11 pilot to:
 - 12 a. exchange (swap) a rotation with another regular pilot, and/or
 - 13 b. allow another regular pilot to pick up a rotation from his line.
- 14 2. Swap board transactions will be processed on a first-come, first-served basis and the
15 results will appear in DBMS upon execution.
- 16 3. A pilot who submits a swap board request is responsible for ascertaining whether his
17 request has been granted and acknowledging his award. Crew Scheduling is not required
18 to notify a pilot of the result of a swap board transaction.
19 Note: The swap board system will generate an e-mail notification to the pilot when a
20 swap or drop transaction occurs, provided the pilot has entered a valid e-mail address.
- 21 4. Once a pilot-to-pilot swap request is executed:
 - 22 a. the added rotation will be part of the pilot's line, and
 - 23 b. the dropped rotation will no longer be a part of the pilot's line.
- 24 5. A rotation swap or drop request must indicate:
 - 25 a. the rotation to be swapped or dropped,
 - 26 b. whether the rotation is available either for swap, pick-up or both,
 - 27 c. an expiration time and date,
 - 28 d. the report date(s) and the length of the rotation(s) for which the pilot is willing to
29 swap, and
 - 30 e. whether the pilot wishes:
 - 31 1) to be contacted by the other pilot, via phone or email, before he executes the
32 transaction (a "contact me first" request), or
 - 33 2) to allow another pilot to execute the swap or pick-up if it meets the specified
34 criteria (a "just put through" request).
35 Exception: A "just put through" request will not be executed within 48 hours of
36 report of the rotation to be dropped or added.
- 37 6. The Company will provide an area within a swap request for a pilot to include comments
38 to further describe the rotation(s) for which he is willing to swap.
- 39 7. A regular pilot may execute a rotation swap or drop request via the swap board, provided:
 - 40 a. the transaction complies with the stipulations in the request,
 - 41 b. the transaction will not create, or be within one hour of creating, an FAR or PWA
42 conflict,
43 Exception: This one hour limitation does not apply to the pilot's block hour limit.
 - 44 c. the transaction does not conflict with any restrictive status code (e.g., MLOA, LCA,
45 OE) on either pilot's line,

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- 1 d. any added rotation originates more than 72 hours after the time of execution of the
- 2 swap, if such pilot lacks special airport/route qualification for such rotation, and
- 3 e. any added rotation will not pair pilots who are both projected to be low-time pilots at
- 4 the origination of the added rotation,
- 5 f. both pilots have completed OE,
- 6 g. the transaction does not include a GS, IA, GSWC, IAWC or recovery flying assigned
- 7 under **Section 23 K.**, and
- 8 h. the swap will not drop a rotation within 96 hours of report on which a line check or
- 9 SAQ is scheduled.

10 Note: During the PBS bid award process, a pilot may not execute a request involving a
11 rotation that contains any duty period, or portion thereof, that is within the last six days of
12 the current bid period.

- 13 8. A rotation swap or drop request will remain active for processing until:
- 14 a. it is executed by a pilot.
- 15 b. two hours prior to report of the rotation to be swapped or dropped.
- 16 c. it is withdrawn by the pilot.
- 17 d. the rotation is no longer a part of the pilot's line.
- 18 e. the expiration date and time have passed.

19 Note: When within two hours of report, a pilot may call Crew Scheduling to request
20 manual processing of a swap which will be processed, if practicable.

- 21 9. Rotation swap requests involving next bid period rotations may be posted following
- 22 completion of the line adjustment process.

23 G. Rotation Changes and Removal

- 24 1. Changes to the posted schedule will be shown in DBMS. The affected pilots will be
- 25 notified as soon as practicable.
- 26 2. The Company may remove a pilot from a rotation or portion thereof.
- 27 3. If the Company advances the scheduled departure time of the first flight segment of a
- 28 non-charter rotation by 15 minutes or less:
- 29 a. a pilot assigned to such flight will not be considered to be removed or rescheduled,
- 30 b. the Company will attempt to contact a pilot of such advancement prior to his
- 31 originally scheduled report,
- 32 c. whether or not the pilot is contacted, his report (for pay, credit and duty time limit
- 33 purposes) will be deemed to have been advanced by the same amount of time, and
- 34 d. a pilot who does not receive notice of such advancement will not be liable for a late
- 35 show.
- 36 4. The Company may alter the report, departure, and arrival times and intermediate stops of
- 37 charter flight segments. The pilot(s) assigned to such flight segments will not be
- 38 considered to be removed or rescheduled.
- 39 5. An LCP may remove a First Officer from a rotation or any portion thereof for the purpose
- 40 of conducting OE.
- 41 a. If the First Officer is removed from his entire rotation, he will be guaranteed pay and
- 42 credit for the scheduled credit of such rotation, and will be subject to recovery under
- 43 **Section 23 K. 1.**
- 44 b. If the First Officer is removed after flying a portion of such rotation, he:
- 45
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- 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 have the option of being removed or flying the rotation, provided he notifies the Company of his choice at the time of the first attempted contact to advise of the removal. If the senior First Officer is unavailable for contact, he will be the First Officer who is removed 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 two days prior to the earliest scheduled rotation(s) or open time affected by the request.
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.

Section 23 - Scheduling

- 1 5. A swap request will be granted at the time of processing provided:
 - 2 a. reserve availability within the category is sufficient (as determined by application of
 - 3 the reserves required formula under *Section 23 W.*, and indicated in DBMS),
 - 4 b. the swap will not create, or be within 30 minutes of creating, an FAR or PWA
 - 5 conflict,
 - 6 Exception: This 30 minute limitation does not apply to the pilot's block hour limit.
 - 7 c. it does not conflict with any restrictive status code (e.g., MLOA, LCA, OE) on his
 - 8 line,
 - 9 d. the added rotation(s) originates more than 72 hours after the time of processing, if the
 - 10 pilot lacks special airport/route qualification for such rotation(s),
 - 11 e. the added rotation(s) will not pair pilots who are both projected to be low-time pilots
 - 12 at the origination of the added rotation(s),
 - 13 f. the pilot has completed OE,
 - 14 g. the swap will not drop a rotation within 96 hours of report on which a line check or
 - 15 SAQ is scheduled, and
 - 16 h. the swap will not cause a pilot to exceed his block hour limit.
- 17 Note: During the PBS bid award process, a swap involving a rotation that contains any
- 18 duty period, or portion thereof, that is within the last six days of the current bid period
- 19 will not be granted.
- 20 6. Swap requests will be processed by category, in seniority order. Captain swap requests
- 21 will be processed before First Officer swap requests.
- 22 7. Swap requests involving next bid period rotations will be processed on a daily basis
- 23 beginning on the 21st day of each month.
- 24 8. A swap request will be processed in conjunction with each PCS run (or more often, as
- 25 agreed to by the Director – Crew Resources and the MEC Scheduling Committee
- 26 Chairman).
- 27 9. PCS will not “loop back” a swap request, thereby removing a previously awarded
- 28 rotation before completion of an iteration. PCS will, however, conduct two iterations (or
- 29 more, as agreed to by the Director – Crew Resources and the MEC Scheduling
- 30 Committee Chairman), thereby permitting a swap with a rotation(s) that was added to
- 31 open time during an earlier iteration of the same PCS run.
- 32 10. A swap request will remain active for processing until:
 - 33 a. it is granted.
 - 34 b. the originating date of the scheduled rotation to be dropped passes.
 - 35 c. the originating dates of all preferences for rotation(s) to be added pass.
 - 36 d. it is withdrawn by the pilot.
 - 37 e. the pilot's “process until date” has passed.

I. Personal Drop

- 39 1. A pilot may, via DBMS, submit one of the following requests to drop a rotation(s) or
- 40 reserve on-call day(s) that begins no earlier than the next day (see *Section 23 E.*):
 - 41 a. PD, or
 - 42 b. APD.
- 43 2. Next-day APD requests will be processed (before PD requests) each day, by category, in
- 44 seniority order among pilots who have submitted requests by 0700E on such day.
- 45
- 46

Section 23 - Scheduling

- 1 3. Next-day PD requests will be processed each day, by position, in seniority order among
2 pilots who have submitted requests by 0700E on such day.
- 3 4. A pilot may, via DBMS, submit a PD or APD request for a beyond-next-day rotation or
4 beyond-next-day reserve on-call day(s).
- 5 5. Beyond-next-day APD requests will be processed (before beyond-next-day PD requests)
6 daily in DBMS, by category, in seniority order among pilots who have submitted
7 requests by 0700E, 1200E and 1800E on such day.
- 8 6. Beyond-next-day PD requests will be processed daily in DBMS, by position, in seniority
9 order among pilots who have submitted requests by 0700E, 1200E and 1800E on such
10 day.
- 11 7. A PD request will be granted if, at the time of processing, reserve availability is sufficient
12 (as determined by the reserves required formula under *Section 23 W.*, and as shown in
13 DBMS).
- 14 8. An APD request will be granted if, at the time of processing, the:
15 a. number of reserves available in the category is at least 25% of the number of reserves
16 required (as determined by the reserves required formula under *Section 23 W.*, and as
17 shown in DBMS),
18 Exception: An APD request may be denied regardless of the number of reserves
19 available during the period commencing two days before and ending one day after the
20 following:
21 1) New Year's Day
22 2) Super Bowl Sunday
23 3) Good Friday
24 4) Easter
25 5) Memorial Day
26 6) Independence Day
27 7) Labor Day
28 8) Thanksgiving Day
29 9) Christmas Day
30 and
31 b. pilot has not been granted an APD since the first day of the bid period containing the
32 last anniversary of his date of hire, and
33 c. pilot has requested to drop:
34 1) a single rotation of any length,
35 2) multiple rotations totaling no more than four consecutive days,
36 3) no more than four consecutive reserve on-call days, or
37 4) a combination of rotations and reserve on-call days totaling no more than four
38 consecutive days.
- 39 9. A pilot will not be awarded a white slip, GS, GSWC, IA, IAWC, yellow slip or swap for
40 a rotation that is scheduled to operate on a day on which APD appears on his schedule.
- 41 10. A reserve pilot will not be awarded a GS, IA or yellow slip for a rotation that is
42 scheduled to operate during a day of his PD.
- 43 11. DBMS will convert a denied PD or APD request to a qualified personal drop (QPD)
44 request. A rotation within a QPD request will be available to be awarded via a white slip
45 or swap with the pot as if it were open time.

Section 23 - Scheduling

1 Note: If such rotation is not awarded to another pilot prior to 48 hours before its report
2 time, the pilot denied the PD or APD will remain obligated to fly it.

3 12. A QPD request will be granted if the rotation(s) is awarded to another pilot via an
4 advance white slip or swap with the pot, or utilized by the Company under

5 **Section 23 I. 13.**

6 13. A rotation(s) within a QPD request that remains in open time for more than 48 hours may
7 be utilized by the Company for a line check, OE, instructor or administrative pilot flying.
8 Such utilization will not generate a Company removal guarantee under **Section 4 E.**

9 14. PD requests and APD requests for the next bid period will be processed on a daily basis,
10 by category in seniority order beginning on the 21st day of the month.

11 15. A pilot may, at his request, recover pay and credit for rotations and reserve on-call days
12 dropped pursuant to a PD, QPD or APD, by utilizing:

13 a. vacation bank time, as follows:

14 1) A regular pilot will receive pay and credit for the scheduled value of rotation(s)
15 dropped.

16 2) A reserve or unassigned pilot will receive pay and credit for a pro rata share of the
17 reserve guarantee for each reserve on-call day dropped.

18 3) A pilot may not be paid and credited for a PD, QPD or APD in an amount in
19 excess of his vacation bank hours.

20 b. full service bank withdrawal in an amount not to exceed the lesser of ALV plus five
21 hours or 82 hours, minus his accumulated credit for the bid period.

22 Exception: In no case will a pilot withdraw more than five hours from his bank in a
23 bid period in which the pilot flies a GS or portion thereof (see **Section 12 O.**).

24 16. A pilot may contact his Chief Pilot for approval for a personal drop sick (PDS) if he is
25 unable to adjust his schedule to accommodate an appointment for a routine health
26 procedure. The Chief Pilot may require documentation of such appointment.

27 17. A pilot's line guarantee under **Section 4** will be reduced by the scheduled credit that is
28 dropped due to the PD, APD, QPD or PDS.

29
30 J. Intentionally left blank

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32 K. Rotation Guarantee Recovery

33
34 1. A regular pilot who is removed from a rotation due to IROPS affecting his rotation (other
35 than an FAR 30-in-7 conflict) or under **Section 23 G. 5. a.** and is notified of the change to
36 such rotation before the airborne departure of its first flight segment, will remain
37 available and may be assigned and report for recovery flying as follows:

38 a. The pilot will report at the scheduled report for his recovery flying if:

39 1) the removal is from his first flight segment, and

40 2) prior to his originally scheduled report he is:

41 a) notified of such removal, and

42 b) assigned recovery flying.

43 b. If the removal is from his first flight segment, and he is notified of such removal prior
44 to his originally scheduled report, but has not been assigned recovery flying as of
45 such report, the pilot:

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- 1) will be promptly available for contact by Crew Scheduling from such report until the earlier of:
 - a) six hours after such report,
 - b) his assignment to recovery flying, or
 - c) his release by Crew Scheduling from recovery obligations,and
 - 2) will be prepared to report promptly for his recovery flying.
- c. If the removal is from his first flight segment, and he is notified of such removal after he has reported for his original rotation, the pilot:
- 1) will be immediately available for contact by Crew Scheduling until the earlier of:
 - a) six hours after such report,
 - b) his assignment to recovery flying, or
 - c) his release by Crew Scheduling from recovery obligations,and
 - 2) will be prepared to depart immediately on his recovery flying.
- Note: Such pilot will be on duty from report until release.
- d. A pilot described in **Section 23 K. 1. a., b., or c.** may be assigned any recovery flying provided:
- 1) the assignment is made no later than six hours after the pilot's originally scheduled report,
 - 2) the recovery flying originates on any day of the originally scheduled rotation, and
 - 3) the pilot is scheduled to be released no later than four hours from the scheduled release of his original rotation, or the same calendar day, whichever is later.
- Exception: An international category pilot may be assigned recovery flying scheduled to release no more than 30 hours from the scheduled release of his original rotation provided the last duty period of the recovery flying is a transoceanic duty period.
- Note: Such pilot may be entitled to lodging at his base under **Section 5 E.**
- e. If the removal is from a flight segment other than his first, and occurs at a station other than his base, the pilot may be assigned any recovery flying provided:
- 1) he is scheduled to be released no later than four hours from the scheduled release of his original rotation, or the same calendar day, whichever is later, and
 - 2) the recovery flying starts at the station where the removal occurs.
- Exception: If necessary to ensure a pilot's release within four hours of his originally scheduled release, or the same calendar day, whichever is later, the pilot may be assigned recovery flying starting earlier in the rotation.
- f. If the removal is from a flight segment other than his first, and is at his base, the pilot may be assigned to deadhead to and/or fly the balance of his originally scheduled rotation. Such assignment may be made before or after the pilot receives a break-in-duty at his base.
- g. A pilot will be released from required availability under **Section 23 K. 1.** if:
- 1) Crew Scheduling agrees to release him, and
 - 2) he waives his rotation guarantee.
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.**

Section 23 - Scheduling

3. If, prior to the origination of a rotation, a pilot is projected to exceed the FAR 30-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.
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 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	

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- 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
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.

Section 23 - Scheduling

- 1 4. In rerouting pilots, circumstances permitting, Crew Tracking will endeavor to cause the
2 least disruption to the smallest number of pilots and to return the rerouted pilots to their
3 original rotation.
- 4 5. Once a rotation is placed in open time, such rotation or portion thereof will only be
5 removed and utilized for a reroute under *Section 23 N. 20.* or *O. 15.*
6 Exception: This provision will not apply if the open time is being returned to the rotation
7 from which it was removed.
- 8 6. A regular pilot who is assigned a break-in-duty in base as part of a reroute will be
9 afforded lodging under *Section 5 E.*, provided he requests such lodging at the time he is
10 notified of the reroute. The Company will reimburse a pilot for the actual reasonable
11 expenses of lodging if Company arranged lodging is not available.
- 12 7. Crew Scheduling will make every reasonable effort to resolve any conflict between a
13 reroute and a pilot's scheduled vacation or other hard non-fly day (e.g. military leave,
14 jury duty) provided the pilot notifies Crew Scheduling of the conflict.
- 15 8. A rerouted regular pilot who is not scheduled to release within four hours of the
16 scheduled release of the last duty period of his original rotation, or within the same
17 calendar day of the last duty period of his original rotation, whichever is later, (the "time
18 limitation") will receive single pay and credit (or the applicable pay, no credit for a GS,
19 GSWC, IA or IAWC) for the rotation as flown, plus half pay no credit for any duty
20 period(s) that extends beyond such time limitation.
21 Exception one: If such rerouted pilot is not scheduled to release at his base within such
22 time limitation due to a circumstance over which the Company does not have control
23 (e.g., pilot's origin or destination airport closed, weather on pilot's routing, mechanical
24 on pilot's assigned aircraft) he will receive only single pay and credit (or the applicable
25 pay, no credit for a GS, GSWC, IA or IAWC) for the rotation as flown.
26 Exception two: The time limitation will be 30 hours for an international category pilot
27 when rerouted into, or while in, trans-oceanic operations.
28 Exception three: A rerouted pilot who is scheduled to be released at his base beyond the
29 time limitation will not be entitled to premium pay if he is again rerouted for the purpose
30 of releasing him at his base within the time limitation.
- 31 9. A rerouted reserve pilot who is not scheduled to release within four hours of the
32 scheduled release of the last duty period of his original rotation will receive single pay
33 and credit (or the applicable pay, no credit for a GS, GSWC, IA or IAWC) for the
34 rotation as flown, plus half pay no credit (in addition to any other form of pay for the bid
35 period) for any duty period that extends beyond such four hour limitation and into either:
36 a. an X-day, or
37 b. a regular line day-off.
38 Exception one: If such rerouted pilot is not scheduled to release at his base within such
39 four hour time limitation due to a circumstance over which the Company does not have
40 control (e.g., pilot's origin or destination airport closed, weather on pilot's routing,
41 mechanical on pilot's assigned aircraft) he will receive only single pay and credit (or the
42 applicable pay, no credit for a GS, GSWC, IA or IAWC) for the rotation as flown.
43 Exception two: The time limitation will be 30 hours for an international category pilot
44 when rerouted into, or while in, trans-oceanic operations.

Section 23 - Scheduling

1 Exception three: A rerouted pilot who is scheduled to be released at his base beyond the
2 time limitation will not be entitled to premium pay if he is again rerouted for the purpose
3 of releasing him at his base within the time limitation.

- 4 10. A pilot will not be rerouted into more than one duty period that originates after the end of
5 his originally scheduled rotation.

6 Exceptions: A pilot may be rerouted into more than one duty period originating after the
7 end of his originally scheduled rotation (“additional duty period(s)”) because of the
8 Company’s:

- 9 a. inability to return him to his base (on-line) due to a circumstance over which the
10 Company does not have control (e.g., pilot’s origin or destination airport closed,
11 weather on pilot’s routing, mechanical on pilot’s assigned aircraft). Such pilot:
12 1) will be returned to base, by a direct routing.
13 2) may fly or deadhead.
14 3) will be released upon arrival at his base.
15 4) will receive single pay and credit for such additional duty period(s).
16 b. decision (within the Company’s control) to cancel the pilot’s flight segment (e.g., use
17 of his assigned aircraft on another routing). Such pilot will:
18 1) be returned to his base, on the first available on-line or off-line scheduled flight.
19 2) be released upon arrival at his base.
20 3) receive single pay and credit plus single pay, no credit for the additional duty
21 period(s).

- 22 11. Crew Tracking will use:

- 23 a. times shown in the Company operating schedule on published city pairs regardless of
24 flight number,
25 b. reasonable flight times on unpublished city pairs, and
26 c. reasonable taxi and turn times.

- 27 12. A reroute must be in compliance with FAR and PWA limitations at the time the pilot is
28 notified.

29 Note: Crew Tracking will use the following times in constructing or altering rotations:

- 30 a. For a flight segment that has already been flown, actual block time will be used.
31 b. For a flight segment currently being flown, the block time will include known delays
32 forwarded by Flight Control to Crew Tracking.
33 c. For future flight segments, published block times will be used.

- 34 13. Crew Tracking and pilots will comply with the following procedures for in-flight
35 notification and acknowledgment of a reroute:

- 36 a. Crew Tracking will send the crew a complete revised rotation via ACARS when such
37 rotation is created.
38 b. A crew on an aircraft without an operative ACARS will be notified via radio and
39 provided the following information:
40 1) next flight segment,
41 2) total block time of the affected duty period,
42 3) total duty time of the affected duty period,
43 4) block out/block in times of all flight segments remaining to be flown in the
44 current duty period,
45 5) block out time of the first flight segment of the next duty period, and
46 6) the location of a paper copy of the rerouted rotation (at the next Delta station).

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- c. A crew will be expected to acknowledge an in-flight reroute notification (via ACARS or radio) promptly upon receipt. If the crew does not acknowledge an in-flight reroute notification (via ACARS or radio) Crew Tracking will assume that the crew has not received the reroute information. If the crew's operating duties preclude such prompt acknowledgement, a crewmember will contact Crew Tracking before departing the cockpit after arrival at the gate.
- d. A crew that is unable to accept a reroute due to an FAR or PWA conflict will contact the Company via ACARS or radio and so advise.
- e. ACARS transmissions that are sent within 20 minutes of scheduled arrival time will be sent without activating a chime.

14. Reroute Examples:

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

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1 3) Result: Single pay and credit for entire rotation because release was scheduled to
 2 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

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 9
 10

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

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3) Result: Single pay and credit for entire rotation, plus one-half 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

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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

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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 one-half 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.

- g. Example 7.
- 1) Original Rotation

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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 one-half 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).
- b) The column labeled "C day (NOT OK)" shows a routing that would be in violation of the PWA because the reroute:

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- 1 i. did not change the last flight segment of the rotation the pilot held (i.e., DFW-
- 2 ATL), and
- 3 ii. would have added tag-on flight segments that commenced after arrival of the
- 4 last flight segment of the rotation that the pilot held.

- 5
- 6 i. Example 9.

- 7 1) Original Rotation
- 8

A Day	B Day
ATL-SAV	CVG-ATL
SAV-ATL	ATL-MIA
ATL-CVG	MIA-ATL

scheduled release @ 1400E

- 9
- 10
- 11 2) * Reroute
- 12

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.

- 13
- 14
- 15
- 16
- 17 3) Result: Single pay and credit for the entire rotation, plus one-half pay no credit
- 18 for B and C days because original reroute was not scheduled to release within the
- 19 time limitation.

Notes:

- 20
- 21 a) A reroute premium does not apply to D day because the pilot's departure from
- 22 PHX was delayed due to circumstances beyond the control of the Company.
- 23 b) On D day, the pilot may:
- 24 i. fly or deadhead to ATL on a direct routing, and
- 25 ii. not pass through ATL.
- 26

- 27 j. Example 10.

- 28 1) Original Rotation
- 29

A Day	B Day
ATL-SAV	CVG-ATL
SAV-ATL	ATL-MIA
ATL-CVG	MIA-ATL

scheduled release @ 1400E

30

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1
2

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		

3
4
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6
7

*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.

8
9
10

3) Result: Single pay and credit for the entire rotation, plus one-half pay no credit for B, C and D days because release was not scheduled to occur within the time limitation.

11

Notes:

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- a) 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.
- b) On D day, the pilot:
 - i. will be returned to ATL on the first available on-line or off-line scheduled flight,
 - ii. may fly or deadhead, and
 - iii. may not pass through ATL.

20 M. Rotation Coverage Sequence

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1. Beyond-next-day open time will be awarded to pilots submitting swap requests and white slips under **Section 23 H.** and **P.**
2. Same-day open time will be sequenced for award/assignment as it becomes known to Crew Scheduling.
3. Next-day open time, will be awarded/assigned each day during the period 0800 through 2400 (pilot's base time).
4. A rotation that has been designated for OE will be removed from open time immediately prior to rotation coverage under **Section 23 N.** or **O.** 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

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- 1 event, the pilot who would otherwise have been awarded/assigned the rotation will
2 receive pay and credit (or if applicable, single pay, no credit) for the scheduled value of
3 the rotation.
- 4 8. A pilot will not be awarded/assigned consecutive different direction (i.e.,
5 Europe/Pacific/South America) ocean crossing flights without a break-in-duty at his base
6 of at least 24 hours. In addition, the Company will avoid such different direction
7 assignments to a reserve who has had a break-in-duty at his base of less than 48 hours,
8 provided another reserve is available under **Section 23 N.** or **O.** to perform the
9 assignment without premium pay.
- 10 9. A regular or reserve pilot may not be awarded/assigned flying in a position he does not
11 currently hold.
12 Exception: An international category pilot may be awarded/assigned domestic category
13 open time under **Section 23 N. 28.** or **O. 25.** An international category pilot who is
14 awarded/assigned such open time:
15 a. as a reserve pilot will receive pay and credit, plus single pay, no credit for the rotation
16 flown.
17 b. pursuant to a GS will receive one and one-half pay, no credit for the rotation flown.
- 18
- 19 N. Open Time Award/Assignment Sequence for Rotations Reporting 12 or More Hours After
20 Initial Attempt to Contact Pilot (Long Notice Ladder)
21
- 22 1. Pilots subject to recovery flying under **Section 23 K. 1.**
23 2. Regular pilots who have submitted white slips (in category, in seniority order)
24 Note: White slips for same-day open time will be awarded by proffer.
25 Exception: A local council officer who drops a rotation to conduct a monthly council
26 meeting will be given first priority to white slip open time during that bid period in order
27 to recover such dropped rotations. (see **Section 24 J. 8.**)
28 3. Long call reserve pilots (in category, within RUO)
29 4. Short call reserve pilots (in category, within RUO)
30 5. Reserve pilots who are on an X-day or long call reserve pilots for whom the award would
31 interrupt their X-day(s) and who have submitted a yellow slip (in category, within RUO)
32 6. Out-of-base regular pilots who have submitted white slips (in seniority order)
33 Note: White slips for same-day open time will be awarded by proffer.
34 7. Out-of-base long call reserve pilots (by base, within RUO)
35 8. Out-of-base short call reserve pilots (by base, within RUO)
36 9. Long call reserve pilots for whom the assignment would extend into their regular line
37 day(s)-off (in category, within least intrusion groupings, by RAW value)
38 10. Short call reserve pilots for whom the assignment would extend into their regular line
39 day(s)-off (in category, within least intrusion groupings, by RAW value)
40 11. Out-of-base long call reserve pilots for whom the assignment would extend into their
41 regular line day(s)-off (by base, within least intrusion groupings, by RAW value)
42 12. Out-of-base short call reserve pilots for whom the assignment would extend into their
43 regular line day(s)-off (by base, within least intrusion groupings, by RAW value)
44 13. Long call reserve pilots for whom the assignment would create a conflict with their
45 regular line rotation(s) (in category, within least disruption groupings, by RAW value)

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- 1 14. Short call reserve pilots for whom the assignment would create a conflict with their
- 2 regular line rotation(s) (in category, within least disruption groupings, by RAW value)
- 3 15. Out-of-base long call reserve pilots for whom the assignment would create a conflict with
- 4 their regular line rotation(s) (within least disruption groupings, by RAW value)
- 5 16. Out-of-base short call reserve pilots for whom the assignment would create a conflict
- 6 with their regular line rotation(s) (within least disruption groupings, by RAW value)
- 7 17. Pilots who have submitted GSs (in category, in seniority order)
- 8 18. Instructors who have submitted GSs without conflict under **Section 11 C. 1. c. 2)** (in
- 9 seniority order)
- 10 Note: Instructors who can hold First Officer, but cannot hold Captain, on the aircraft
- 11 model on which they instruct, will be afforded priority over instructors who can hold
- 12 Captain on such aircraft model, for the purpose of GS awards for flying as First Officer.
- 13 19. Out-of-base pilots who have submitted GSs (in seniority order)
- 14 20. Pilots who are currently flying and would be re-routed.
- 15 21. Long call reserve pilots whose X-day(s) would be interrupted (in category, in inverse
- 16 seniority order)
- 17 22. Short call reserve pilots whose X-day(s) would be interrupted (in category, in inverse
- 18 seniority order)
- 19 23. Reserve pilots on X-day(s) who can be assigned without conflict (in category, in inverse
- 20 seniority order)
- 21 24. Regular pilots who can be assigned without conflict (in category, in inverse seniority
- 22 order)
- 23 25. Reserve pilots on X-day(s) who can be assigned with conflict (in category, in inverse
- 24 seniority order)
- 25 26. Regular pilots who have submitted GSWCs (in category, in seniority order)
- 26 27. Regular pilots who can be assigned with conflict (in category, in inverse seniority order)
- 27 28. International category pilots (domestic category open time that is converted to
- 28 international category open time)
- 29 a. pilots who have submitted GSs (in category, in seniority order)
- 30 b. out-of-base pilots who have submitted GSs (in position, in seniority order)
- 31 c. long call reserve pilots (in category, within RUO)
- 32 d. short call reserve pilots (in category, within RUO)
- 33 e. out-of-base long call reserve pilots (in position, within RUO)
- 34 f. out-of-base short call reserve pilots (in position, within RUO)
- 35 29. Available qualified pilots (in position, in inverse seniority order)
- 36
- 37 O. Open Time Award/Assignment Sequence for Rotations Reporting Less Than 12 Hours After
- 38 Initial Attempt to Contact Pilot (Short Notice Ladder)
- 39
- 40 1. Pilots subject to recovery flying under **Section 23 K. 1.**
- 41 2. Regular pilots who have submitted white slips (by proffer, in category, in seniority order)
- 42 Exception: A local council officer who drops a rotation to conduct a monthly council
- 43 meeting will be given first priority to white slip open time during that bid period in order
- 44 to recover such dropped rotations. (see **Section 24 J. 8.)**
- 45 3. Long call reserve pilots who have submitted yellow slips (provided FAR reserve rest
- 46 requirements have been met, in category, within RUO)

Section 23 - Scheduling

- 1 4. Out-of-base regular pilots who have submitted white slips (by proffer, in seniority order)
- 2 5. Short call reserve pilots (in category, within RUO)
- 3 6. Out-of-base long call reserve pilots who have submitted yellow slips (provided FAR
- 4 reserve rest requirements have been met, by base, within RUO)
- 5 7. Out-of-base short call reserve pilots (by base, within RUO)
- 6 8. Short call reserve pilots for whom the assignment would extend into their regular line
- 7 day(s)-off (in category, within least intrusion groupings, by RAW value)
- 8 9. Out-of base short call reserve pilots for whom the assignment would extend into their
- 9 regular line day(s)-off (in category, within least disruption groupings, by RAW value)
- 10 10. Short call reserve pilots for whom the assignment would create a conflict with their
- 11 regular line rotation(s) (in category, within least disruption groupings, by RAW value)
- 12 11. Out-of base short call reserve pilots for whom the assignment would create a conflict
- 13 with their regular line rotation(s) (in category, within least disruption groupings, by RAW
- 14 value)
- 15 12. Pilots (including long call reserve pilots whose rotation would report within 12 hours of
- 16 initial attempt to contact) who have submitted GSs (in category, in seniority order)
- 17 13. Instructors who have submitted GSs under *Section 11 C. 1. c. 2*) (in seniority order)
- 18 Note: Instructors who can hold First Officer, but cannot hold Captain, on the aircraft
- 19 model on which they instruct, will be afforded priority over instructors who can hold
- 20 Captain on such aircraft model, for the purpose of GS awards for flying as First Officer.
- 21 14. Out-of-base pilots who have submitted GSs (in seniority order)
- 22 15. Pilots who are currently flying and would be re-routed
- 23 16. Long call reserve pilots whose rotation would report within 12 hours of initial attempt to
- 24 contact (by proffer, in category, in inverse seniority order)
- 25 17. Short call reserve pilots whose X-day(s) would be interrupted (in category, in inverse
- 26 seniority order)
- 27 18. Long call reserve pilots whose rotation would report within 12 hours of initial attempt to
- 28 contact and whose X-day(s) would be interrupted (by proffer, in category, in inverse
- 29 seniority order)
- 30 19. Reserve pilots on X-day(s) who can be assigned without conflict (in category, in inverse
- 31 seniority order)
- 32 20. Regular pilots who can be assigned without conflict (in category, in inverse seniority
- 33 order)
- 34 21. Reserve pilots on X-day(s) who can be assigned with conflict (in category, in inverse
- 35 seniority order)
- 36 22. Regular pilots who have submitted GSWCs (in category, in seniority order)
- 37 23. Out-of-base pilots who have submitted GSWCs (in seniority order)
- 38 24. Regular pilots who can be assigned with conflict (in category, in inverse seniority order)
- 39 25. International category pilots (domestic category open time converted to international
- 40 category open time):
- 41 a. pilots who have submitted GSs (in base, in position, in seniority order)
- 42 b. out-of-base pilots who have submitted GSs (in position, in seniority order)
- 43 c. short call reserve pilots (in category, within RUO)

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1 26. Available qualified pilots (in position, in inverse seniority order)

2
3 Note: Crew Scheduling may at its discretion bypass a short call pilot for assignment to flying
4 if the assignment would cause him to be released within two hours of a required rest period.

5 6 P. White Slips

- 7
8 1. A regular pilot may, via DBMS, submit a white slip for open time:
- 9 a. in category, in the current or next bid period, if he will be in the category of the open
 - 10 time on the day it originates, and
 - 11 b. in a different category (i.e., out-of-base) for same-day/next-day open time, if he will
 - 12 be in the position of the open time on the day it originates.
- 13 2. A white slip may stipulate specific rotations and/or specific dates, in order of preference
- 14 and may also include any of the stipulations set forth in the PCS template.
- 15 3. White slip lists will be produced for each category each day after 0700E and 1800E.
- 16 4. White slips will be processed under **Section 23 E., N. or O.**, subject to the following:
- 17 a. A white slip for open time that is covered between 0800 and 1800 (pilot's base time)
 - 18 must be submitted before 0700E of the current day.
 - 19 Exception: A white slip request submitted after 0700E of the current day will be
 - 20 considered in seniority order after those requests submitted by 0700E.
 - 21 b. A white slip for open time that is covered between 1800 of the current day and 0800
 - 22 of the next day (pilot's base time) must be submitted before 1800E of the current day.
 - 23 Exception: A white slip request submitted after 1800E of the current day will be
 - 24 considered in seniority order after those requests submitted by 1800E.
 - 25 c. Open time awards under **Section 23 N. or O.** will be based on the most recent white
 - 26 slip list.
 - 27 d. White slips for beyond-next-day open time will be processed during each PCS run. A
 - 28 rotation award will be placed on a pilot's schedule. (see **Section 23 E.**)
 - 29 e. A pilot will not be awarded a white slip for same-day/next-day open time that
 - 30 includes special airport/route qualifications for which he is not qualified.
 - 31 f. A pilot will not be awarded a white slip for a rotation that originates in the current bid
 - 32 period that would create an FAR and/or PWA conflict with a rotation previously
 - 33 awarded/assigned in the current bid period. (i.e., no loop-back to undo a previously
 - 34 awarded/assigned rotation).
- 35 5. When awarding a white slip in a time critical assignment (i.e., a rotation that is scheduled
- 36 to depart within three hours of attempted contact):
- 37 a. the Company will:
 - 38 1) attempt to contact the pilot using at least two telephone numbers listed in DBMS,
 - 39 and
 - 40 2) afford the pilot accepting the award the reporting time ability of a short call
 - 41 reserve pilot.
 - 42 b. a pilot who cannot be contacted or who declines the award (this is a proffer) will be
 - 43 by-passed without pay protection.

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- 1 6. A white slip will remain active for processing until:
 - 2 a. the stipulations in the white slip have been met,
 - 3 b. the time frame specified by the pilot expires, or
 - 4 c. the pilot withdraws the white slip.
- 5 7. A pilot will not be awarded a white slip if:
 - 6 a. the credit of the rotation would cause his projection to exceed the ALV plus 15 hours,
 - 7 b. the block time of the rotation would cause his total projected block time for the bid
 - 8 period to exceed his block hour limit,
 - 9 c. he is a low-time Captain and the rotation was previously awarded to a low-time First
 - 10 Officer,
 - 11 d. he is a low-time First Officer and the rotation was previously awarded to a low-time
 - 12 Captain,
 - 13 e. he has not completed OE,
 - 14 f. the rotation creates a rotation overlap and/or is within 30 minutes of creating an FAR
 - 15 and/or PWA conflict,
16 Exception one: This 30 minute limitation does not apply to the pilot's block hour
17 limit. (**Section 12 B.**)
18 Exception two: A pilot may be awarded a white slip in the current bid period that
19 will create an FAR and/or PWA conflict with a rotation in the next bid period. The
20 conflicting rotation in the next bid period will be removed from the pilot's line. The
21 pilot's projection/line guarantee will be reduced by the credit of the removed rotation.
 - 22 g. the open time includes a day on which APD appears on his schedule or a reserve day
 - 23 on which PD appears on his schedule,
 - 24 h. the rotation does not conform with his stipulations entered under **Section 23 P. 2.**, or
 - 25 i. the open time is scheduled to operate during a period(s) of his absence due to sick
 - 26 leave.
- 27 8. An out-of-base pilot will:
 - 28 a. receive pay, credit and per diem for the white slip rotation(s) beginning at his report
 - 29 for the rotation at the base at which the rotation originates and ending at his release at
 - 30 such base.
 - 31 b. not be reimbursed for transportation, lodging, and per diem before his report to and
 - 32 after his release from the white slip rotation(s).
 - 33 c. not be awarded a white slip for open time that includes special airport/route
 - 34 qualifications or an aircraft model for which he is not qualified.
 - 35 d. be required to be available at the base where the rotation was scheduled to originate
 - 36 in order to satisfy his recovery obligations under **Section 23 K.**
 - 37 e. be considered to be based, for reroute purposes, at the base where the rotation was
 - 38 scheduled to originate.
- 39 9. Out-of-base white slips will only be considered for same-day/next-day open time.
- 40 10. Proffer/Award - A pilot who is:
 - 41 a. proffered a white slip for a same-day rotation may decline such proffer.
 - 42 b. awarded a white slip for a next-day rotation under **Section 23 N.**:
 - 43 1) will be notified of such award by Crew Scheduling, and
 - 44 2) is obligated to fly the rotation(s) if he acknowledges the award.

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- 1 c. awarded a white slip in a PCS run (beyond-next-day rotation):
 - 2 1) will not be notified of such award by Crew Scheduling, and
 - 3 2) is obligated to fly the rotation whether or not he acknowledges the award.
- 4 11. If Crew Scheduling is unable to contact a pilot to inform him of an award that requires
5 Crew Scheduling notification, (i.e., a same-day or a next-day rotation), the pilot will be
6 bypassed without pay protection and the rotation(s) will be removed from the pilot's line
7 and returned to open time.
8 Note: Crew Scheduling is not required to contact a pilot to inform him of an advance
9 white slip.
- 10 12. A rotation will be removed from a reserve pilot's line and awarded to a regular pilot who
11 has submitted a white slip for such rotation, if:
 - 12 a. the regular pilot was removed from another rotation or portion thereof, after the white
13 slip rotation was awarded/assigned to the reserve pilot,
 - 14 b. such removal created the regular pilot's availability for the white slip rotation(s), and
 - 15 c. the regular pilot notifies Crew Scheduling of his availability for such rotation(s).

16 Exception: A rotation will not be removed from a reserve pilot's line for the purpose of
17 awarding it to the regular pilot described above:

 - 18 1) within 12 hours of the report of such rotation, unless the reserve pilot consents, or
 - 19 2) if such rotation has been assigned to a reserve under **Section 23 S. 17. c.** (reserve
20 line check).
- 21 13. Crew Scheduling may correct errors and omissions in a:
 - 22 a. pre-bid period white slip award(s) within 72 hours of the PCS run in which the error
23 or omission occurred.
 - 24 b. same-day or next-day white slip award(s) within the period ending two hours prior to
25 report.
 - 26 c. current bid period beyond-next-day white slip award(s) before the PCS run
27 immediately following the award.
- 28 14. A pilot who is not awarded a rotation because of an error or omission by Crew
29 Scheduling will receive pay and credit for no less than the rotation he should have been
30 awarded (made whole).
- 31 15. A pilot will not be paid or credited for a rotation that is removed from his line under
32 **Section 23 P. 13.** If there was another rotation that the pilot would have been awarded in
33 the absence of the error or omission, the pilot will:
 - 34 a. be awarded such rotation (without proffer), or
 - 35 b. receive pay and credit for no less than the rotation he should have been awarded
36 (made whole).

37 Q. Green Slips (GS) and Green Slips with Conflict (GSWC)

- 38 1. A regular or reserve pilot may, via DBMS, submit a GS for same-day/next-day open time
39 if he will be in the position of the open time on the day it originates.
- 40 2. While he is assigned to active duty in the Training Department, an SLI will be eligible to
41 submit and be awarded a GS to fly as:
 - 42 a. Captain in a category that includes the aircraft type on which he instructs, if he can
43 hold Captain on such aircraft type, and
 - 44 b. First Officer in a category that includes the aircraft type on which he instructs.
45

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- 1 3. A regular pilot may also, via DBMS, submit a GSWC if he will be in the position of the
2 open time on the day it originates.
- 3 4. An international category pilot may submit a GS for domestic category open time
4 covered under **Section 23 N. 28.** or **O. 25.**
- 5 5. A GS or GSWC may stipulate specific rotations and/or specific dates, in order of
6 preference and may also include any of the stipulations set forth in the PCS template.
- 7 6. A GS list will be produced each day after 0700E and 1800E.
- 8 7. A GS or GSWC will remain active for processing until:
9 a. the stipulations in the GS or GSWC have been met.
10 b. the time frame specified by the pilot expires.
11 c. the pilot withdraws the GS or GSWC.
- 12 8. GS and GSWC will be awarded under **Section 23 N.** or **O.**, subject to **Section 23 Q. 9.**
13 and the following:
14 a. A GS or GSWC for open time that is covered between 0800 and 1800 (pilot's base
15 time) must be submitted before 0700E of the current day.
16 Exception: A GS request submitted after 0700E of the current day will be considered
17 in seniority order after those requests submitted by 0700E.
18 b. A GS or GSWC for open time that is covered between 1800 of the current day and
19 0800 of the next day (pilot's base time) must be submitted before 1800E of the
20 current day.
21 Exception: A GS request submitted after 1800E of the current day will be considered
22 in seniority order after those requests submitted by 1800E.
23 c. Open time awards will be based on the most recent GS list.
24 d. A pilot will not be awarded a GS or GSWC for a rotation that includes special
25 airport/route qualifications for which he is not qualified.
26 e. A pilot will not be awarded a GS that would create an FAR and/or PWA conflict with
27 a rotation previously awarded/assigned (i.e., no loop-back to undo a previously
28 awarded/assigned rotation).
29 Exception: A GS for a same-day rotation by a pilot who will be a reserve pilot on the
30 next day will be processed without regard to his reserve award/assignment for the
31 next day.
32 f. A pilot will not be awarded a GSWC that would create an FAR and/or PWA conflict
33 with a GSWC rotation previously awarded/assigned (i.e., no loop-back to undo a
34 previously awarded/assigned GSWC rotation).
35 g. A pilot will not be awarded a GSWC for a rotation that would create an FAR and/or
36 PWA conflict with a rotation on his line that originates on the same day.
- 37 9. A pilot will not be awarded a GS or GSWC if:
38 a. the block time of the rotation would cause his total projected block time to exceed his
39 block hour limit.
40 b. he is a low-time Captain and the rotation was previously awarded to a low-time First
41 Officer.
42 c. he is a low-time First Officer and the rotation was previously awarded to a low-time
43 Captain.
44 d. he has not completed OE.
45 e. the rotation creates an FAR and/or PWA conflict with a rotation already flown.

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- 1 f. the rotation includes a day on which APD appears on his schedule or a reserve day on
2 which PD appears on his schedule.
- 3 g. the rotation does not conform with the stipulations entered by the pilot under
4 **Section 23 Q. 5.**
- 5 h. the open time is scheduled to operate during a period(s) of his absence due to sick
6 leave.
- 7 10. A pilot will be obligated to fly a GS or GSWC rotation if he is notified of and
8 acknowledges the award.
- 9 11. If Crew Scheduling is unable to contact a pilot to inform him of the GS or GSWC award,
10 the pilot will be bypassed without pay protection and the rotation(s) will be removed
11 from the pilot's line and returned to open time.
- 12 12. A pilot who is awarded a GSWC will be removed from the entire conflicting rotation.
- 13 13. When awarding a GS or GSWC the Company will:
14 a. attempt to contact the pilot using at least two telephone numbers listed in DBMS,
15 b. allow a pilot in a non-time critical assignment (i.e., a rotation that is scheduled to
16 depart three hours or more after attempted contact) no less than ten minutes to
17 respond from the first attempted contact, and
18 c. afford the pilot accepting the award the reporting time ability of a short call reserve
19 pilot.
20 Note: A pilot who cannot be contacted will be bypassed without pay protection.
- 21 14. Crew Scheduling may correct errors and omissions in a same-day or next-day GS or
22 GSWC award(s) following the award of the rotation and ending two hours prior to report.
23 a. Such corrections will not generate a rotation guarantee for the rotation removed.
24 b. If there was another rotation that the pilot would have been awarded in the absence of
25 the error or omission, the pilot will:
26 1) be awarded such rotation, or
27 2) receive single pay, no credit for no less than the scheduled value of the rotation he
28 should have been awarded (made whole).
29 c. A pilot who is not awarded a rotation because of an error or omission by Crew
30 Scheduling will receive pay, no credit for no less than the rotation he should have
31 been awarded (made whole).
- 32 15. An out-of-base pilot will:
33 a. receive pay, credit and per diem for a GS rotation(s) beginning at his report for the
34 rotation at the base at which the rotation originates and ending at his release at such
35 base,
36 b. not be reimbursed for transportation, lodging, and per diem before his report to and
37 after his release from a GS rotation(s),
38 c. not be awarded a GS unless he is able to report by the scheduled report or such later
39 time as may be determined by Crew Scheduling,
40 d. not be awarded a GS for open time that includes special airport/route qualifications or
41 an aircraft model for which he is not qualified,
42 e. have rotation guarantee recovery obligations at the base where the rotation was
43 scheduled to originate under **Section 23 K. 2.**, and
44 f. be considered to be based, for reroute purposes, at the base where the rotation was
45 scheduled to originate.

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- 1 16. 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 17. 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.

14 R. Inverse Assignment (IA) and Inverse Assignment With Conflict (IAWC)

- 15 1. A pilot who has been assigned a rotation pursuant to an IA or IAWC, will not be awarded
16 another rotation in the same bid period pursuant to an IA or IAWC, unless:
 - 17 a. all other eligible pilots in his category have been awarded a like number of rotations
18 pursuant to an IA or IAWC in such bid period, or
 - 19 b. no other pilot in his category is available.
- 20 2. An IA or IAWC will be assigned in inverse seniority order without regard to the length of
21 the rotation.
- 22 3. A pilot who is assigned an IAWC will be removed from the entire conflicting rotation.
- 23 4. A pilot will not be assigned an IA or IAWC if the block time of the rotation would cause
24 his total projected block time to exceed his block hour limit.
- 25 5. A pilot will not be assigned an IAWC that would create an FAR or PWA conflict with a
26 rotation on his line that originates on the same day.
- 27 6. A pilot will not receive an IA or IAWC to open time that is scheduled to operate during a
28 period(s) of his absence due to sick leave.
- 29 7. Without his consent, a regular pilot will not be inversely assigned to a rotation with a
30 report that is within 11 hours of his release at his base.
- 31 8. If Crew Scheduling is unable to contact a pilot to inform him of an IA or IAWC, the pilot
32 will be bypassed without pay protection and the rotation(s) will be removed from the
33 pilot's line and returned to open time.
- 34 9. A pilot will not be assigned an IA or IAWC if the rotation includes a day on which APD
35 appears on his schedule or a reserve day on which PD appears on his schedule.
- 36 10. A pilot will not be assigned an IA if his accumulated credit equals or exceeds the ALV.

39 S. Reserve Pilots

- 40 1. A reserve pilot will:
 - 41 a. be awarded/assigned open time under *Section 23 N.* or *O.*
- 42 Note one: Open time will be assigned to reserve pilots (within days-of-availability
43 groupings) beginning with the reserve pilot with the lowest RAW value and then
44 progressing to the reserve pilot with the next higher RAW value.
45

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1 Note two: Reserve pilots whose RAW values are equal will be assigned open time in
2 inverse seniority order unless one or more of them have submitted a yellow slip, in which
3 case open time will be assigned in seniority order to the reserve pilot(s) who submitted a
4 yellow slip.

5 Note three: When open time is so assigned, the following order will be used:

- 6 1) pilots whose days-of-availability match the length of the rotation (by RUO), then
 - 7 2) pilots whose days-of-availability exceed the length of the rotation (in least
 - 8 variance order, by RUO).
- 9 b. be placed in a days-of-availability groupings within his category as follows:
- 10 1) in domestic categories, the groupings will be:
 - 11 a) one day of availability,
 - 12 b) two days of availability,
 - 13 c) three or more days of availability, and
 - 14 d) four or more days of availability.
 - 15 2) in international categories, the groupings will be:
 - 16 a) one day of availability,
 - 17 b) two days of availability,
 - 18 c) three days of availability,
 - 19 d) four days of availability, and
 - 20 e) five or more days of availability.
- 21 c. be on long call on any on-call day on which he is not assigned to short call.
- 22 d. be required to check his schedule via DBMS or VRU:
- 23 1) after block-in of the last flight segment of his rotation prior to his release (see
 - 24 **Section 12 G. 13. - 14.**), and
 - 25 2) no later than 0200 base time on his first on-call day following a non-fly day, so as
 - 26 to be able to acknowledge:
 - 27 a) any assignment no later than three hours before a scheduled report of the
 - 28 rotation or start of a short call period, or
 - 29 b) the start of a rest period or Crew Scheduling assigned X-day. (see
 - 30 **Section 12 N. 2. Note**)
- 31 Exception one: If such last non-fly day ends at a time other than 2400, the pilot
- 32 will check his schedule no later than two hours after the end of such non-fly day.
- 33 Exception two: For purposes of **Section 23 S 1. d. 2)** a non-fly day will not
- 34 include a day on which the pilot:
- 35 a) is on vacation.
 - 36 b) performs flying for the Company.
 - 37 c) is scheduled to perform flying for the Company.
 - 38 d) participates in training, other than distributed training (including travel
 - 39 days).
 - 40 e) performs an SLI duty period (including a flex day).
 - 41 f) is on Company business.
 - 42 g) is removed from his scheduled rotation for the convenience of the
 - 43 Company.

44 Note: On the last day of a bid period, a regular pilot will be required to check his

45 schedule in the manner described in **Section 23 S. 1. d. 2)** if:

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- 1 a) he is scheduled for a reserve on-call day on the first day of the next bid period,
- 2 and
- 3 b) the last day of the bid period in which he holds a regular line is a non-fly day.
- 4 e. report and be released at his base, when he is awarded/assigned open time in his
- 5 category or as an out-of-base reserve.
- 6 f. be credited with a short call period on his first on-call day following a period of
- 7 absence, if he is assigned to a rotation reporting between five and 12 hours after his
- 8 last non-fly day.

9 2. A reserve pilot will not be:

- 10 a. assigned a rotation that:
 - 11 1) will cause his credit to exceed the ALV.
 - 12 2) will cause his total projected block time to exceed his block hour limit.
 - 13 3) is scheduled to interrupt a golden day(s).
 - 14 4) has a report that is less than 12 hours after his release at his base.
 - 15 5) has a report earlier than five hours from the end of his last non-fly day.
- 16 Exception: A reserve pilot will not be assigned a rotation that has a report earlier
- 17 than 1200 (base time) if the non-fly day that preceded the on-call day was a
- 18 vacation day.
- 19 Exception: A reserve pilot may be awarded a GS (see *Section 23 Q.*) or yellow slip
- 20 (see *Section 23 T.*) without regard to the *Section 23 S. 2. a.* limitations.
- 21 b. removed from a rotation for the purpose of awarding such rotation to a regular pilot,
- 22 within 12 hours of the report of such rotation, unless the reserve pilot consents.
- 23 c. converted to short call:
 - 24 1) on an X-day, or
 - 25 2) in excess of the number stated in the following chart:

<u>Reserve Days in Bid Period</u>	<u>Short Calls</u>
27 - 31	8
23 - 26	7
19 - 22	6
15 - 18	5
11 - 14	4
7 - 10	3
3 - 6	2
2	1
1	0

27 Note: "Reserve Days in Bid Period" in the chart in *Section 23 S. 2. c. 2)* will:

- 28 a) be calculated as of the beginning of the first day of the bid period, and
- 29 b) include all personal drop days.

30 Exception one: A reserve pilot may be converted to short call more than eight times

31 in a bid period pursuant to a yellow slip(s) that is awarded after the pilot has already

32 completed eight short call periods.

33 Exception two: A reserve pilot who is unable to complete his short call period due to

34 sickness, will not be credited with a short call period for purposes of

35 *Section 23 S. 2. c.*

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- 1 3. A domestic category reserve pilot will not be awarded/assigned an ocean crossing other
2 than a deadhead.
- 3 4. An international category reserve pilot will not be awarded/assigned domestic flying that
4 was not contained in an international category as published in the bid package.
5 Exceptions: An international category reserve pilot may be awarded/assigned domestic
6 flying that:
 - 7 a. was unplanned at the time of bid package publication and is part of an international
8 flight sequence (e.g., ATL-JFK-CDG),
 - 9 b. employs an aircraft type for which there is no domestic category,
 - 10 c. consists of a ferry flight(s) to support international operations, or
 - 11 d. was awarded/assigned under **Section 23 N. 28.** or **Section 23 O. 25.**
- 12 5. A long call pilot:
 - 13 a. must be available for contact by Crew Scheduling at any time while on-call.
 - 14 b. must be able to report for an assigned rotation which reports no earlier than 12 hours
15 from the first attempted contact by Crew Scheduling.
 - 16 c. must be able to report for a rotation within 12 hours of first attempted contact for
17 conversion to short call.
 - 18 d. can be converted to short call no earlier than ten hours from the first attempted
19 contact by Crew Scheduling and will be released from duty during the ten hours
20 immediately preceding the start of his short call period.
 - 21 e. will be notified of his assignment to open time under **Section 23 N.** or **O.** by one of
22 the following two methods:
 - 23 1) telephone contact from Crew Scheduling.
 - 24 2) electronic placement of a rotation or conversion to short call that is placed on his
25 schedule prior to:
 - 26 a) his release from a rotation, or
 - 27 b) nine hours before the end of his last non-fly day (other than a vacation day)
28 before an on-call day.
 - 29 f. will not be required to remain available for contact in the 12 hours prior to the
30 scheduled report of an assigned rotation.
 - 31 g. who is assigned a rest period or Crew Scheduling assigned X-day:
 - 32 1) prior to release from a rotation, must acknowledge such assignment prior to
33 release.
 - 34 2) via telephone contact may:
 - 35 a) if contacted directly by Crew Scheduling, be placed on rest or his Crew
36 Scheduling assigned X-day immediately, or
 - 37 b) if not contacted directly by Crew Scheduling, have such rest period or Crew
38 Scheduling assigned X-day begin no earlier than three hours following the
39 first attempted contact. In such case, the pilot must acknowledge assignment
40 to a rest period or a Crew Scheduling assigned X-day no later than six hours
41 after the start of the rest period or the Crew Scheduling assigned X-day.
 - 42 6. A long call pilot who is assigned a rotation or converted to short call:
 - 43 a. prior to release from a rotation, must acknowledge such assignment or conversion
44 prior to release.

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- 1 b. via telephone contact or electronic placement on his schedule on his last non-fly day
2 (other than a vacation day) before an on-call day, must acknowledge such assignment
3 or conversion no later than:
 - 4 1) three hours before the scheduled report of the rotation, or
 - 5 2) one hour before the scheduled start of the short call period.
- 6 7. A long call pilot may be released from on-call duty at 1200 base time on his last on-call
7 day prior to a non-fly day (e.g., X-day, regular line day-off) if he contacts Crew
8 Scheduling and requests to be released.
- 9 8. A long call pilot will be released from on-call duty at 1200 base time on his last on-call
10 day prior to a “hard” non-fly day (e.g., golden day, MLOA, ALPA drop).
- 11 9. A short call pilot:
 - 12 a. will remain on short call for a period that:
 - 13 1) is designated by Crew Scheduling, and
 - 14 2) does not exceed:
 - 15 a) 12 hours in domestic categories, or
 - 16 b) 24 hours in international categories.

17 Note: An international category pilot who has been on short call for 12 hours
18 will not be assigned a domestic rotation with a scheduled report earlier than
19 nine hours after notification.

 - 20 b. must be promptly available for contact by Crew Scheduling during his short call
21 period until the earlier of:
 - 22 1) the end of the short call period, or
 - 23 2) his departure to report for an awarded/assigned rotation.

24 Exception: A pilot will not be required to be available for contact during the first two
25 hours of his short call period as follows:
 - 26 a) At the time the pilot is notified of his conversion to short call, the pilot will
27 advise Crew Scheduling that he will be:
 - 28 i. traveling to his base, and
 - 29 ii. unavailable for contact during the first two hours of the short call.
 - 30 b) The pilot must be able to report for a rotation with a report as early as two
31 hours after the start of the short call period.
 - 32 c) When the pilot arrives at his base, he assumes responsibility for
33 acknowledging any rotation placed on his line by checking his schedule via
34 DBMS or contacting Crew Scheduling.
 - 35 d) When the pilot checks his schedule, his line may contain a rotation with a
36 report as early as two hours from the start of the short call period.
 - 37 c. who travels to his base under **Section 23 S. 9. b. Exception** and is assigned to a co-
38 terminal base, will be permitted additional time to reposition from the airport of
39 arrival to the airport at which the rotation originates (if necessary).
 - 40 d. must be able to promptly report for an awarded/assigned rotation.
 - 41 e. will not be assigned a rotation without an attempted contact by Crew Scheduling.

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1	Example:								
2	Day	1	2	3	4	5	6	7	8
3									
4	Scheduled X-days	Res	Res	X	X	X	X	Res	Res
5									
6	Rotation (0800 Report)			A					
7				↑					
8									
9									
10	Actual X-days	Res	Res	/	X	X	X	/	Res
11				↑				↑	
12									
13									
14									

(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.**

23	Example:								
24	Day	1	2	3	4	5	6	7	8
25									
26	Scheduled X-days	Res	Res	X	X	X	X	Res	Res
27									
28	Rotation		A						
29			↑	B					
30									
31									
32	Actual X-days	Res	Res	/	X	X	X	/	Res
33				↑				↑	
34									
35									
36									

(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)

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

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- 1 b. have such day(s) added to a current year vacation period(s), by mutual agreement
- 2 with Vacation Planning, or
- 3 c. have such day(s) added to his earned vacation for the next vacation year, if not used
- 4 in the current vacation year.

17. Reserve Line Checks:

- 6 a. A reserve pilot's schedule, as shown in DBMS, will include the notation "LCS" in a
- 7 bid period in which the Company intends to conduct a line check for such pilot.
- 8 b. An LCS notation will not affect a reserve pilot's:
- 9 1) sequencing for assignment, or
- 10 2) his ability to exercise other PWA rights (e.g., yellow slip, PD/APD/PDS, etc.).
- 11 c. A reserve pilot whose schedule bears an LCS notation may receive his line check on a
- 12 rotation that is:
- 13 1) specially constructed for the purpose of his line check, in which case the reserve
- 14 pilot cannot be displaced under **Section 23 P. 12.**, or
- 15 2) assigned/awarded to him under **Section 23 N.** or **O.**
- 16 d. A reserve pilot will not be displaced under **Section 23 P. 12.** from a rotation on which
- 17 he is scheduled for a line check.

- 18 18. A reserve pilot may submit his request in the DBMS template "Select Preference
- 19 Qualifiers If Needed to Fly". Such request may include a preference for a specific
- 20 rotation(s) and/or a specific date(s) on which he desires to fly, in order of preference, and
- 21 may also include any of the stipulations set forth in the request template. The preferences
- 22 in such request will be considered by Crew Scheduling if the pilot is needed to fly. Such
- 23 preferences will not affect the pilot's RAW value.

T. Yellow Slips

- 27 1. A reserve pilot may submit a yellow slip via DBMS. Yellow slips will be considered by
- 28 Crew Scheduling when awarding open time under **Section 23 N.** and **O.**
- 29 2. A pilot's yellow slip that indicates he is willing to waive his X-day(s) contingent on
- 30 being awarded a rotation, may stipulate specific rotations and/or specific dates on which
- 31 he desires to fly, in order of preference, and may also include any of the stipulations set
- 32 forth in the PCS "Select Preference Qualifiers for Flying on X-day(s)" template.
- 33 3. A pilot will not be awarded a rotation via a yellow slip if:
- 34 a. the rotation to be added:
- 35 1) is within 30 minutes of creating an FAR or PWA conflict.
- 36 Exception one: This 30 minute limitation does not apply to the pilot's block hour
- 37 limit (see **Section 12 B.**).
- 38 Exception two: A pilot may be awarded a rotation via a yellow slip in the current
- 39 bid period that will create an FAR and/or PWA conflict with a rotation in the next
- 40 bid period. The conflicting rotation in the next bid period will be removed from
- 41 the pilot's line. The pilot's projection/line guarantee will be reduced by the credit
- 42 of the removed rotation.
- 43 2) is same-day/next-day open time that would create an FAR and/or PWA conflict
- 44 with a previously awarded/assigned rotation (i.e., no loop-back to undo a
- 45 previously awarded/assigned rotation).
- 46 b. the credit of the rotation would cause his projection to exceed the ALV plus 15 hours.

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- 1 c. the block time of the rotation would cause his total projected block time for the bid
- 2 period to exceed his block hour limit.
- 3 d. the award would cause the pairing of two low-time pilots on such rotation.
- 4 e. he has not completed his OE.
- 5 f. the rotation includes a day on which APD appears on his schedule or a reserve day on
- 6 which PD appears on his schedule.
- 7 g. the rotation does not conform with the stipulations entered by the pilot under
- 8 **Section 23 T. 2.**

- 9 4. A pilot's yellow slip for conversion to short call will not be awarded if Crew Scheduling
- 10 denies the requested conversion.
- 11 5. A pilot may be awarded open time as a result of a yellow slip for a specific rotation on or
- 12 into his X-day(s) (including golden days), under **Section 23 N. 5.** or **Section 23 O. 3.**,
- 13 subject to the following:
 - 14 a. The days-of-availability grouping for a pilot will include the waived X-day(s).
 - 15 b. An X-day(s) lost as a result of such yellow slip award will be forfeited.
- 16 6. A reserve pilot who is proffered/awarded a yellow slip for a rotation with a report that is:
 - 17 a. 12 hours or less from first attempted contact may decline such award (this is a
 - 18 proffer).
 - 19 b. more than 12 hours from first attempted contact is obligated to fly the rotation (this is
 - 20 not a proffer).
- 21 7. If Crew Scheduling is unable to contact a pilot to inform him of a rotation awarded via a
- 22 yellow slip, the rotation will be removed from his line and returned to open time.

23 U. Green Slip (GS), Green Slip with Conflict (GSWC), Inverse Assignment (IA) and Inverse

24 Assignment With Conflict (IAWC)—Pay and Credit/Pay and No Credit

25 1. GS

- 26 a. A regular pilot who has flown a GS rotation:
 - 27 1) will receive single pay and credit for the portion of his GS rotation that brings him
 - 28 to the lesser of:
 - 29 a) the ALV plus five hours, or
 - 30 b) 82 hours, and
 - 31 2) will receive one and one-half pay, no credit for the portion of his GS rotation that
 - 32 exceeds the lesser of:
 - 33 a) the ALV plus five hours, or
 - 34 b) 82 hours.
 - 35 3) may use up to five hours of his bank, prior to accounting for the GS rotation, to
 - 36 bring his projection to the lesser of:
 - 37 a) the ALV plus five hours, or
 - 38 b) 82 hours.
- 39 b. A reserve pilot who has flown a GS rotation(s) will receive:
 - 40 1) single pay and credit for the portion of such rotation(s) flown on his reserve on-
 - 41 call days that occurred before the pilot's accumulated credit exceeded the ALV
 - 42 (applied against his reserve guarantee),
 - 43 and
 - 44
 - 45

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- 1 2) single pay, no credit (in addition to any other form of pay and credit for the bid
2 period) for the portion of such rotation(s) that:
3 a) interrupted his X-day(s), or
4 b) occurred after his accumulated credit equaled the ALV,
5 Note: A reserve pilot who flies a GS rotation into an X-day(s) is entitled to additional
6 time free of duty under **Section 23 S. 11.**
7 c. A long call reserve pilot who is awarded a GS rotation with a report that is within 12
8 hours of the first attempted contact will receive single pay, no credit for the first duty
9 period of the rotation (in addition to any other pay and credit for the bid period).
- 10 2. GSWC
11 A pilot will be removed from a rotation(s) on his regular line that conflicts with a GSWC
12 rotation(s). Such pilot will receive single pay and credit plus one-half pay, no credit for
13 the greater of the flown or removed rotation(s).
- 14 3. IA
15 a. A regular pilot who has flown an inversely assigned rotation(s) or portion thereof will
16 receive double pay, no credit for such flying.
17 b. A reserve pilot who has flown an inversely assigned rotation(s) will receive:
18 1) single pay and credit for the portion of such rotation(s) flown on his reserve on-
19 call days (applied against his reserve guarantee), and
20 2) single pay, no credit for the portion of such rotation(s) that interrupted his X-
21 day(s) (in addition to any other pay and credit for the bid period).
22 Note: A reserve pilot who flies an inverse assignment rotation into an X-day(s) is
23 entitled to additional time free of duty under **Section 23 S. 11.**
24 c. A long call reserve pilot who is inversely assigned a rotation with a report that is
25 within 12 hours of the first attempted contact will receive single pay, no credit for the
26 first duty period of the rotation (in addition to any other pay and credit for the bid
27 period).
28 Note: Inverse assignment of a long call reserve pilot within 12 hours of report will be
29 by proffer.
30 d. A pilot will not be eligible for sick leave pay and credit for an IA if he is unable to fly
31 the rotation due to sickness at the time of the notification of the assignment.
- 32 4. IAWC
33 a. A pilot will be removed from a rotation(s) on his regular line that conflicts with an
34 IAWC rotation(s). Such pilot will receive:
35 1) single pay and credit for the removed rotation(s), and
36 2) single pay, no credit for the IAWC rotation(s) flown.
37 b. A pilot will not be eligible for sick leave pay and credit for an IAWC if he is unable
38 to fly the rotation due to sickness at the time of the notification of the assignment.
- 39 5. A GS, GSWC, IA or IAWC will be accounted for at the end of the bid period and will
40 have no impact on a pilot's projection.
- 41 6. GS pay and/or credit examples:
42 The GS rotation is referred to as rotation #1; any other rotation that is subsequently
43 awarded/assigned is referred to as rotation #2.
44 a. Example 1.
45 Rotation #1 cancels; pilot does not report.
46 Results:

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- 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.**
 - c. Example 3.
Rotation #1 cancels; pilot reports or does not report; flies rotation #2.
Results:
 - 1) Regular pilot—
 - a) If rotation #2 is recovery flying under **Section 23 K. 2.** ---single pay and credit for greater of rotation #1 or #2, plus one-half pay, no credit for rotation #2.
 - b) If rotation #2 is an IA under **Section 23 N.** or **O.**---single pay and credit for rotation #1 and double pay, no credit for rotation #2.
 - 2) Reserve pilot – single pay, no credit (above guarantee) for each interrupted X-day(s), and additional time free of duty under **Section 23 S. 11.**
 - d. Example 4.
Prior to or after his report for rotation #1, pilot is inversely assigned to rotation #2; both rotations operate.
Results:
 - 1) Regular pilot – single pay and credit for rotation #1 and double pay, no credit for rotation #2.
 - 2) Reserve pilot – single pay (above guarantee), no credit for each interrupted X-day(s), and additional time free of duty under **Section 23 S. 11.**
 - e. Example 5.
Rotation #1 operates; pilot removed for Company convenience (see **Section 4 E.**).
Results:
 - 1) Regular pilot – single pay and credit for rotation #1.
 - 2) Reserve pilot – no pay or credit other than suit-up pay, if applicable (see **Section 4 H.**).
 - f. Example 6.
Rotation #1 operates; pilot removed due to white/yellow slip by another pilot.
Results:
 - 1) Regular pilot removed (only with his consent) -- no pay or credit.
 - 2) Reserve pilot removed (only with his consent if removal is within 12 hours of report) – no pay or credit.
 - g. Example 7.
Rotation #1 operates or cancels; pilot sick.
Result: Pilot eligible for sick leave (see **Section 14**).
7. IA pay and/or credit examples:
The 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.

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- 1 Results:
2 1) Regular pilot – single pay and credit for rotation #1.
3 2) Reserve pilot – no pay or credit.
- 4 b. Example 2.
5 Rotation #1 cancels; pilot reports but does not fly.
6 Results:
7 1) Regular pilot – single pay and credit for rotation #1.
8 2) Reserve pilot - suit up pay and credit, and additional time free of duty under
9 **Section 23 S. 11.**
- 10 c. Example 3.
11 Rotation #1 cancels; pilot reports or does not report; flies rotation #2.
12 Results:
13 1) Regular pilot—
14 a) If rotation #2 is recovery flying under **Section 23 K. 2.** ---single pay and credit
15 for greater of rotation #1 or #2, plus single pay, no credit for rotation #2.
16 b) If rotation #2 is an IA under **Section 23 N.** or **O.**---single pay and credit for
17 rotation #1 and double pay, no credit for rotation #2.
18 2) Reserve pilot – single pay (above guarantee), no credit for each interrupted X-
19 day(s), and additional time free of duty under **Section 23 S. 11.**
- 20 d. Example 4.
21 Prior to or after his report for rotation #1, pilot is inversely assigned to rotation #2;
22 both rotations operate.
23 Results:
24 1) Regular pilot – single pay and credit for rotation #1 and double pay, no credit for
25 rotation #2.
26 2) Reserve pilot – single pay (above guarantee), no credit for each interrupted X-
27 day(s), and additional time free of duty under **Section 23 S. 11.**
- 28 e. Example 5.
29 Rotation #1 operates; pilot removed for Company convenience (**Section 4 E.**).
30 Results:
31 1) Regular pilot – single pay and credit for rotation #1.
32 2) Reserve pilot—no pay or credit (other than suit-up pay, if applicable, see
33 **Section 4H.**).
- 34 f. Example 6.
35 Rotation #1 operates; pilot removed due to white/yellow slip by another pilot.
36 Results:
37 1) Regular pilot removed (only with his consent) - no pay or credit.
38 2) Reserve pilot removed (only with his consent if removal is within 12 hours of
39 report) – no pay or credit.
- 40 g. Example 7.
41 Rotation #1 operates or cancels; pilot sick.
42 Result: Pilot eligible for sick leave (see **Section 14**)
- 43 8. GSWC pay and/or credit examples
44 The rotation on a pilot’s line that is removed due to conflict is referred to as rotation #1;
45 the GSWC rotation is referred to as rotation #2; any other rotation that is subsequently
46 awarded/assigned is referred to as rotation #3.

Section 23 - Scheduling

- 1 a. Example 1.
2 Rotation #2 cancels; pilot reports or does not report.
3 Result: Single pay and credit for the greater of rotation #1 or #2. If rotation #1 has
4 not been awarded to another regular pilot, it will be reinstated on his line, in which
5 case the pilot will receive single pay and credit for rotation #1 as flown.
- 6 b. Example 2.
7 Rotation #2 cancels; pilot reports or does not report; flies rotation #3.
8 Results:
9 1) If rotation #3 is recovery flying under **Section 23 K. 2.**– single pay and credit for
10 rotation #1 plus single pay and credit for the greater of rotation #2 or #3, plus one-
11 half pay, no credit for rotation #3.
12 2) If rotation #3 is an IA under **Section 23 N. or O.**, – single pay and credit for the
13 greater of rotation #1 or #2, plus double pay, no credit for rotation #3.
- 14 c. Example 3.
15 Prior to or after his report for rotation #2, pilot is inversely assigned with conflict to
16 rotation #3; both rotations operate.
17 Results:
18 1) One and one-half pay and credit for greater of rotation #1 or #2, plus
19 2) Rotation #3 – double pay, no credit.
- 20 d. Example 4.
21 Rotation #2 operates; pilot removed for Company convenience (see **Section 4 E.**).
22 Result: Single pay and credit and one-half pay, no credit for greater of rotation #1 or
23 #2. The pilot will not be reinstated on rotation #1.
- 24 e. Example 5.
25 Rotation #2 operates; pilot removed due to white/yellow slip by another pilot (only
26 with the pilot's consent).
27 Results:
28 1) Rotation #1 – single pay and credit as flown if reinstated to his line.
29 2) Rotation #2 – no pay or credit.
- 30 f. Example 6.
31 Rotation #2 operates or cancels; pilot sick.
32 Result: Eligibility for sick leave (see **Section 14**) at single pay and credit for the
33 greater of rotation #1 or rotation #2.
- 34 9. 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 inversely assigned 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 Result: 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 b. Example 2.
44 Rotation #2 cancels; pilot reports or does not report; flies rotation #3.
45 Results:
46 1) Rotation #1 – single pay and credit, and

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- 1 2) If rotation #3 is recovery flying under **Section 23 K. 2.** – single pay and credit for
- 2 the greater of rotation #2 or #3, plus single pay no credit for rotation #3 as flown.
- 3 3) If rotation #3 is an IA under **Section 23 N.** or **O.** - single pay and credit for
- 4 rotation #2, plus double pay no credit for rotation #3.
- 5 c. Example 3.
- 6 Prior to or after his report for rotation #2, pilot is inversely assigned with conflict to
- 7 rotation #3; both rotations operate.
- 8 Results:
- 9 1) Rotation #1 - single pay and credit, plus
- 10 2) Rotation #2 – single pay and credit, plus
- 11 3) Rotation #3 – double pay, no credit.
- 12 d. Example 4.
- 13 Rotation #2 operates; pilot removed for Company convenience (see **Section 4 E.**).
- 14 Result: Single pay and credit for rotation #1, plus single pay, no credit for rotation
- 15 #2. The pilot will not be reinstated on rotation #1.
- 16 e. Example 5.
- 17 Rotation #2 operates; pilot removed due to white/yellow slip by another pilot (only
- 18 with the pilot’s consent).
- 19 Results:
- 20 1) Rotation #1 – single pay and credit as flown if reinstated to his line.
- 21 2) Rotation #2 – no pay or credit.
- 22 f. Example 6.
- 23 Rotation #2 operates or cancels; pilot sick.
- 24 Result: Eligibility for sick leave (see **Section 14**) at single pay and credit for the
- 25 greater of rotation #1 or rotation #2.

26

V. Shuttle Operations

27

- 28
- 29 1. Only a NYC Shuttle aircraft type category pilot may be awarded/assigned or rerouted to
- 30 airport standby duty.
- 31 2. An airport standby duty period:
- 32 a. will not include a Shuttle flight segment when published in the bid package.
- 33 Exception: An airport standby duty period in BOS or DCA may include a deadhead
- 34 to or from LGA.
- 35 b. known at the time of line construction, will be
- 36 1) published in the bid package, and
- 37 2) considered as credit for purposes of PBS staffing calculations.
- 38 c. will have a report and release.
- 39 d. will not be scheduled to exceed 12 hours, including deadhead.
- 40 e. will not be extended for any reason.
- 41 f. will be considered a rotation if it reports and releases at LGA.
- 42 g. may be included as part of a rotation that includes non-standby duty period(s) if it
- 43 does not report and release at LGA.
- 44 h. may be canceled if it becomes open time.

Section 23 - Scheduling

- 1 3. While on airport standby duty, a pilot:
 - 2 a. will not be provided lodging.
 - 3 b. will be provided with a quiet, clean area furnished with reclining chairs, away from
 - 4 the operations area, at or near the airport.
 - 5 c. is eligible to receive DPA, reserve duty period average, duty period credit, and
 - 6 rotation credit under **Section 12 H., J., K., and L.**
 - 7 d. who is assigned a Shuttle flight segment(s) which concludes within his airport
 - 8 standby period will return to standby status until the conclusion of his standby period,
 - 9 unless he is released from duty by the Company.
 - 10 e. will not be utilized to fly a non-Shuttle flight segment(s) unless:
 - 11 1) the need for a pilot becomes known less than three hours before departure of the
 - 12 flight segment to be protected, and
 - 13 2) no other pilot is available to fly such flight segment(s).
 - 14 f. will not be required to operate a flight from his base that is scheduled to depart after
 - 15 the conclusion of his airport standby duty period.
- 16 4. A pilot who deadheads on or operates a Shuttle flight segment(s) that is scheduled to
- 17 block out before the end of an airport standby duty period and extends beyond such
- 18 period will not be scheduled to exceed the maximum duty time in **Section 12 D.**
- 19 5. The Company will attempt to return a pilot on airport standby duty, who has been
- 20 assigned or rerouted to non-Shuttle flight segments, to his airport standby duty period.
- 21 6. When a pilot on airport standby duty is assigned non-Shuttle flight segment(s), the
- 22 maximum scheduled duty time contained in **Section 12 D.** will apply starting with the
- 23 report for his airport standby duty period.
- 24 7. A pilot with scheduled back-to-back airport standby duty periods, who cannot report at
- 25 the start of his second airport standby duty period because of a reroute, FAR/PWA
- 26 conflict, late operation or assignment to non-Shuttle flying will be pay protected under
- 27 **Section 4 F.** The Company may assign recovery flying to such pilot under **Section 23 K.,**
- 28 or return him to his original airport standby duty period.
- 29 8. An out-of-base pilot who is rerouted to fly a Shuttle flight segment(s) will be scheduled
- 30 for an intervening layover immediately prior to the first Shuttle segment.
- 31 Exception: A pilot who is physically in NYC/BOS/DCA at the time of the reroute may
- 32 not be scheduled for an intervening layover.
- 33 9. An out-of-base pilot may be awarded/assigned a rotation that includes a Shuttle flight
- 34 segment(s) under the coverage process in **Section 23 N. or O.** Such pilot may be
- 35 deadheaded from his base to begin flying such flight segment(s) in the same duty period
- 36 (without an intervening layover), if there is insufficient time to pre-position the pilot.
- 37 Such deadhead will not be considered a non-Shuttle flight segment.
- 38 10. A pilot who is not on airport standby duty cannot operate a Shuttle flight segment(s) and
- 39 then perform airport standby duty within the same duty period.
- 40 11. A NYC Shuttle aircraft type category pilot on a Shuttle rotation may be rerouted through
- 41 or out of his base to other Shuttle flight segments, in which case:
 - 42 a. the least number of pilots possible will be rerouted,
 - 43 b. the Company will attempt to return the rerouted pilot to his original rotation, and
 - 44 c. the reroute will not extend beyond the last day of the pilot's original rotation.
- 45 12. A NYC Shuttle aircraft type category pilot on a Shuttle rotation will be provided free
- 46 parking at LGA in the vicinity of the Marine Air Terminal.

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1 W. Reserves Required

- 2
- 3 1. For each category, the number of reserves required (R) will not exceed the number
- 4 calculated under the following formula:
- 5 a. Determine the average number of reserve duty periods worked (including duty
- 6 periods flown under GS/GSWC/IA/IAWC) by day of week over the least recent 12 of
- 7 the last 13 months.
- 8 b. Apply one standard deviation to each day of week average.
- 9 Exception: Apply two standard deviations to the average for each day of the week
- 10 that falls within a three day period beginning the day before the following days:
- 11 1) New Year's Day,
- 12 2) Super Bowl Sunday,
- 13 3) Easter Sunday,
- 14 4) Memorial Day,
- 15 5) Independence Day,
- 16 6) Labor Day,
- 17 7) Thanksgiving, and
- 18 8) Christmas.
- 19 c. Multiply this average by the total scheduled block and credit hours for the category
- 20 for the bid period divided by the average of the total scheduled block and credit hours
- 21 for the category for the least recent 12 of the last 13 months.

22 Exception one: At any time, Crew Scheduling may substitute a value for reserves

23 required (R) that is lower than the value created by the application of the formula.

24 Exception two: Within eight days of the date for which the formula is applied, Crew

25 Scheduling may substitute a value for reserves required (R) that is higher than the value

26 created by the application of the formula.

27 Note: The Company and the Association will meet and confer quarterly to mutually

28 review the application of the formula to ensure it provides realistic operational reserve

29 coverage.

- 30 2. Formulae values and definitions:
- 31 a. D = date for which the formula is applied
- 32 b. A = number of reserves available in category on D
- 33 c. R = number of reserves required in category on D, as determined by **Section 23 W. 1.**
- 34 d. M = a multiplier determined by the Company which will not exceed 1.5
- 35 e. "Day to be dropped" means:
- 36 1) a day on which a regular pilot is scheduled to be on a rotation and on which, if his
- 37 requested swap is granted, he will not be scheduled to be on a rotation.
- 38 2) a day to which a reserve pilot is requesting to move an X-day.
- 39 f. "Day to be added" means:
- 40 1) a day on which a regular pilot is not scheduled to be on a rotation and on which, if
- 41 his requested swap is granted, he will be scheduled to be on a rotation.
- 42 2) a day from which a reserve pilot is requesting to move an X-day.
- 43 3. A request to swap with the pot under **Section 23 H.** that meets the conditions set forth in
- 44 **Section 23 H. 5.** will be granted if:
- 45 a. the number of reserves available in the category (A) on the day(s) to be dropped is
- 46 greater than the number of reserves required (R) on such days, or

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- 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. 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
 12 **Section 23 I. 8. a. Exception** will be granted if the sum of the negative differences of
 13 A-R on the days to be dropped times M (taken to the next lowest integer) \geq the sum
 14 of the negative differences of A-R on the days to be added.
 15 Example: Assume a pilot is scheduled to fly rotation 4027 and wishes to swap it for
 16 rotation 4029. Assume further that the days to be dropped (13-15) do not lie within
 17 an APD holiday period and that a multiplier (M) of 1.5 is being used. The swap
 18 would be granted because the sum of the negative differences A-R times M (-3 x 1.5
 19 taken to next lowest integer = -5) for the days to be dropped (13-15) is \geq the sum of
 20 the negative differences A-R (-5) for the days to be added (17-19). (The differences
 21 A-R on the 13th and 18th are not used in the calculation because they are positive, not
 22 negative, differences.)
 23

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	0	-3		-3	2	-2
X 1.5, taken to next lowest integer			Total -3 x 1.5 = -4.5 taken to next lower integer = -5				Total = -5

- 24
 25 b. Holiday application: A swap or X-day move request in which a day to be dropped
 26 falls within an APD holiday period as described in **Section 23 I. 8. a. Exception** will
 27 be granted if, for each day to be dropped on which A is less than R, there is a day to
 28 be added on which the negative difference of A-R \leq the negative difference of A-R
 29 times M on the day to be dropped.
 30 Note: If A-R on a day to be dropped equals zero, the result will be considered
 31 negative one (-1).

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1 Example: Assume a pilot is scheduled to fly rotation 4027 and wishes to swap it for
 2 rotation 4029. Assume further that one or more of the days to be dropped (13-15)
 3 falls within an APD holiday period and that a multiplier (M) of 1.5 is being used.
 4 The swap would be denied because on the 15th, A is less than R and there is no day to
 5 be added (17 – 19) on which the negative difference A-R ≤ the negative difference A-
 6 R times M (-3 x 1.5 taken to next lowest integer = -5).
 7

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
X 1.5, taken to next lowest integer			-3 x 1.5 = -4.5 taken to next lower integer = -5				

8
 9 6. A request for a personal drop under *Section 23 I. 7.* will be granted if at the time of
 10 processing, the application of the reserves required formula yields a result wherein the
 11 number of reserves available in the category (A) on the dates of the dropped rotation(s) or
 12 reserve on-call day(s) is greater than the number of reserves required (R) on such days.
 13

14 X. Scheduling Committee

- 15
 16 1. The MEC Scheduling Committee will:
 17 a. have the right to meet with the Company prior to posting of bids to advise and consult
 18 on:
 19 1) proposed schedule changes,
 20 2) the allocation and reallocation of flying time among bases,
 21 3) other scheduling problems as they arise from time to time, and
 22 4) other matters as otherwise provided in the PWA.
 23 b. be notified of proposed schedule changes as far in advance as practicable.
 24 c. be provided access to OSS data necessary to administer and enforce the PWA, (i.e.,
 25 specific rotation and FAM histories). Such data will be provided to the Scheduling
 26 Committee in an electronic format (if practicable) within two business days of an
 27 Association request. Alternately, and at Company option, the Scheduling Committee
 28 may be provided access to a computer terminal at the Company headquarters.
 29 Exception: OSS data from a bid period that is prior to the previous bid period will be
 30 provided to the Scheduling Committee as soon as practicable.

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- 1 2. Access to Planning Data
- 2 The Company will provide the MEC Chairman or his designee with regular and timely
- 3 access to information that is required to monitor the administration of staffing and
- 4 planning provisions of the PWA and the daily assignment of rotations, including:
- 5 a. copy of rotations - monthly
- 6 b. TP base statistical printout (pilots/credit hours) - monthly
- 7 c. GS/GSWC/IA/IAWC assignments (duty periods)
- 8 d. Pilots purged from seniority list
- 9 e. Seniority list
- 10 f. Category list
- 11 g. Position cancellations and results
- 12 h. Conversion list
- 13 i. Monthly staffing spread sheet
- 14 j. XCM list - monthly
- 15 k. Pilot schedules
- 16 l. Alphabetical list of pilots
- 17 m. White slip, GS, yellow slip, pilot request history and award information
- 18 n. Instructor line rotation schedule
- 19 3. The Company will provide either batch-print capability or print to file capability, at its
- 20 option, for the DBMS information required under **Section 23 X. 2.**
- 21 4. PBS Audit Data
- 22 The Company will provide the MEC Chairman or his designee with regular and timely
- 23 access to information that is required to monitor the PBS line award process, including
- 24 for each category the following reports generated by PBS:
- 25 a. the Stats Report.
- 26 b. the Roster Report.
- 27 c. the Unstacking Report.
- 28 d. the Wide Report.

29

30 Y. Commuting Policy

31

- 32 1. A commuting pilot is expected to arrive at his base with sufficient time and with adequate
- 33 rest prior to beginning scheduled duty.
- 34 2. A commuting pilot who is unable to report to his base as scheduled, due to an
- 35 interruption to his travel plans, will notify Crew Scheduling of his inability to report as
- 36 soon as possible. Crew Scheduling may, at its discretion:
- 37 a. deadhead the pilot (without pay or credit) to join his rotation,
- 38 b. place the pilot on his rotation when it transits his base (without a rotation guarantee),
- 39 c. remove the pilot from the rotation without pay, or
- 40 d. remove the reserve pilot from his on-call day without pay.
- 41 Note: Such day will be considered a non-fly day for purposes of
- 42 **Section 23 S. 5. e. and 6. b.**
- 43 3. A commuting pilot who travels to his base by air will not be eligible for treatment under
- 44 **Section 23 Y. 2.** unless he has attempted to travel on at least two flights (on and/or off
- 45 line) that:

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- 1 a. show adequate actual seat availability within 24 hours of the departure, considering
2 the pilot's seniority and the normal load factor of the flight; or, on which the pilot has
3 a jumpseat reservation,
- 4 b. are scheduled to arrive at his base at a reasonable time before his scheduled report,
5 and
- 6 c. are separated by at least two hours.
- 7 4. It is expected that a pilot will avail himself of **Section 23 Y. 2.** on a rare basis.
- 8 5. A pilot who has demonstrated a pattern of inability to report as scheduled will be subject
9 to progressive disciplinary action.
- 10 6. If the FAA amends its policies to treat commuting time as a break in a pilot's rest period:
11 a. this commuting policy will be canceled, and
12 b. the Company and Association will seek agreement on a suitable replacement for this
13 commuting policy.
- 14

Z. Miscellaneous, PBS Pay and Scheduling Examples

- 15
- 16
- 17 1. Daily rates for absences used in the examples below:
 - 18 a. Vacation: 3:15 pay, no credit (3:00, effective with the 2007-2008 vacation year) (see
19 **Section 7 G. 1.**)
 - 20 b. CQ Training: 3:15 pay, no credit (see **Section 11 B. 2. a. 1.**).
 - 21 c. Qualification training: pro rata portion of the ALV, pay and credit (see
22 **Section 11 B. 1. a. and b.**)
 - 23 d. Known sick leave: pro rata portion of the ALV for regular pilots and pro rata portion
24 of the reserve guarantee for reserve pilots, pay and credit (see
25 **Section 14 E. 1. a. and b.**)
 - 26 e. Unpaid leave of absence: pro rata portion of the ALV (for line construction purposes
27 only) (see **Section 13 J. 3.**)
- 28 2. When a regular pilot is scheduled for a known period of absence in the upcoming bid
29 period, his line is built within his LCW, including the value of the absence. Assume a
30 30-day bid period, with ALV = 75:00 and LCW = 67:30 to 82:30 in the following
31 examples.
 - 32 a. Example 1 – Pilot is scheduled for seven days of vacation.
33 Result:
 - 34 1) The value of the pilot's vacation is $7 \times 3:15 = 22:45$. ($7 \times 3:00 = 21:00$, effective
35 with the 2007-2008 vacation year)
 - 36 2) Pilot is awarded a line with a value between 67:30 and 82:30 (including the value
37 of his vacation).
 - 38 3) Pilot receives pay and credit for rotations flown and pay, no credit for the value of
39 his vacation.
 - 40 b. Example 2 – Pilot is scheduled for four days of CQ training.
41 Results:
 - 42 1) The value of the CQ training is $4 \times 3:15 = 13:00$.
 - 43 2) Pilot is awarded a line with a value between 67:30 and 82:30 (including the value
44 of the CQ).
 - 45 3) Pilot receives pay and credit for rotations flown and pay, no credit for the value of
46 his CQ training.

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- 1 c. Example 3 – Pilot is scheduled for 16 days of qualification training.
2 Results:
3 1) The value of the qualification training is $16 \times 2:30$ ($75:00 / 30$) = 40:00.
4 2) Pilot is awarded a line with a value between 67:30 and 82:30 (including the value
5 of the qualification training).
6 3) Pilot receives pay and credit for rotations flown prior to his training, his
7 qualification training and the greater of the value of rotations awarded subsequent
8 to his scheduled training or OE trips flown.
- 9 d. Example 4 – Pilot has 15 days of scheduled sick leave.
10 Results:
11 1) The value of the pilot's scheduled sick leave is $15 \times 2:30$ ($75:00 / 30$) = 37:30.
12 2) Pilot is awarded a line with a value between 67:30 and 82:30 (including the value
13 of his scheduled sick leave).
14 3) Pilot receives pay and credit for rotations flown and the value of his scheduled
15 sick leave.
- 16 e. Example 5 – Pilot is scheduled for ten days of military leave.
17 Results:
18 1) The value (for line construction purposes only) of the unpaid leave is $10 \times 2:30$
19 ($75:00 / 30$) = 25:00.
20 2) Pilot is awarded a line with a value between 67:30 and 82:30 (including credit for
21 the value of his unpaid leave of absence).
22 3) Pilot receives pay and credit for rotations flown.
- 23 3. Before implementation of PBS reserve bidding, a pilot who is awarded or assigned to
24 reserve in PBS will be awarded a reserve line in DBMS by seniority and bid preferences.
- 25 a. A reserve on-call day(s) that conflicts with a reserve pilot's vacation period will be
26 removed from his line.
27 1) Notwithstanding **Section 7 G. 2.**, the reserve guarantee of such a pilot will be
28 reduced by 3:53 for each on-call day removed.
29 2) Such pilot will receive 3:15 (3:00 effective April 1, 2007) pay, no credit for each
30 day of his vacation (in addition to any other form of pay for the bid period).
31 3) Notwithstanding **Section 12 N. 9. c.**, prior to the first day of the bid period, a pilot
32 may move an X-day(s), subject to **Section 12 N. 9. a., b., d. - f.**, into his vacation
33 provided the number of reserves available is less than the number of reserves
34 required on each day(s) from which the X-day(s) is to be moved.
- 35 b. A reserve pilot's guarantee will be reduced by 1/30th or 1/31st for each on-call day
36 removed from his line to accommodate scheduled CQ training.
37 1) Such pilot will receive 3:15 pay, no credit for each day of his CQ training (in
38 addition to any other form of pay for the bid period).
39 2) Subject to **Section 12 N. 9.**, such pilot may move an X-day(s) into or out of his
40 period of CQ training.
- 41 4. Upon implementation of PBS reserve bidding, when a reserve pilot is scheduled for a
42 known period of absence in the upcoming bid period, his X-days will be pro-rated for the
43 absence under the chart in **Section 12 N. 7.** His reserve guarantee will be reduced by
44 1/30th or 1/31st for each day of the absence, and he will be paid the value of the absence
45 in addition to any other pay for the bid period. Assume a 30-day bid period, with ALV =
46 75:00 and a reserve guarantee of 70:00 hours in the examples below.

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- 1 a. Example 1 – Pilot has seven days of vacation in the bid period.
2 Results:
3 1) Pilot receives nine X-days plus one Crew Scheduling assigned X-day.
4 2) Pilot’s reserve guarantee is reduced by $1/30^{\text{th}}$ for each day of his vacation ($70:00 -$
5 $[7 \times 2:20] = 53:40$ adjusted reserve guarantee for the bid period.
6 3) Pilot is paid $7 \times 3:15 = 22:45$ ($7 \times 3:00 = 21:00$, effective with the 2007-2008
7 vacation year) for the vacation in addition to any other pay for the bid period.
8 b. Example 2 – Pilot is scheduled for four days of CQ training.
9 Results:
10 1) Pilot receives ten X-days plus one Crew Scheduling assigned X-day.
11 2) Pilot’s reserve guarantee is reduced by $1/30^{\text{th}}$ for each day of his CQ training
12 ($70:00 - [4 \times 2:20] = 60:40$ adjusted reserve guarantee for the bid period.
13 3) Pilot is paid $4 \times 3:15 = 13:00$ for the CQ training in addition to any other pay for
14 the bid period.
15 c. Example 3 – Pilot is scheduled for 16 days of qualification training.
16 Results:
17 1) Pilot receives five X-days plus one Crew Scheduling assigned X-day.
18 2) Pilot’s reserve guarantee is reduced by $1/30^{\text{th}}$ for each day of his qualification
19 training ($70:00 - [16 \times 2:20] = 32:40$ adjusted reserve guarantee for the bid
20 period.
21 3) Pilot is paid $16 \times 2:30 = 40:00$ for the qualification training in addition to any
22 other pay for the bid period.
23 d. Example 4 – Pilot has 15 days of scheduled sick leave.
24 Results:
25 1) Pilot receives five X-days plus one Crew Scheduling assigned X-day.
26 2) Pilot’s reserve guarantee is reduced by $1/30^{\text{th}}$ for each day of his scheduled sick
27 leave ($70:00 - [15 \times 2:20] = 35:00$ adjusted reserve guarantee for the bid period.
28 3) Pilot is paid $15 \times 2:20 = 35:00$ for the scheduled sick leave in addition to any
29 other pay for the bid period.
30 e. Example 5 – Pilot is scheduled for ten days of military leave.
31 Results:
32 1) Pilot receives seven X-days plus one Crew Scheduling assigned X-day.
33 2) Pilot’s reserve guarantee is reduced by $1/30^{\text{th}}$ for each day of his military leave
34 ($70:00 - [10 \times 2:20] = 46:40$ adjusted reserve guarantee for the bid period.
35 3) Pilot receives no pay for the period of military leave.

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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. The Company will commence discussions with Alaska, Continental and Northwest
36 Airlines with the goal of achieving a reciprocal "Jumpseat Flow Back" program with
37 each such airline. Not later than January 1, 2007, the Company will commence
38 discussions with US Airways and United Airlines with the goal of achieving a reciprocal
39 "Jumpseat Flow Back" program with each such airline.
- 40 5. The Company will implement and maintain a Cockpit Access Security System (CASS)
41 no later than August 11, 2005.
- 42 6. On a flight on which a flight attendant jumpseat will not be occupied by a Delta flight
43 attendant (working or not), a pilot may occupy that jumpseat if no other seats are
44 available onboard the aircraft.

Section 24 - General

1 E. Changes in Uniforms

2

3 The Company will consider the recommendations of the MEC Chairman or his designee
4 before making any change in the style, color, or material of uniforms. Any such change will
5 not become effective until six months after notification to the pilots.

6

7 F. Copies of Agreement

8

9 The Company will make a copy of this PWA available to each pilot within 90 days after its
10 date of signing and to each entry level pilot at the time he is employed. The Company will
11 publish and maintain the PWA on the Flight Operations website within 90 days after its date
12 of signing.

13

14 G. Company Identification Card

15

16 The Company will issue a pilot a Company identification card.

17

18 H. Insurance for Training, Check, and Test Flights

19

20 The Company will provide a pilot \$1,000,000 accidental death and dismemberment
21 insurance coverage while he is on board Company training flights, check flights, or test
22 flights. The pilot's beneficiary for such coverage will be the same as the beneficiary he
23 designated for his Company provided life insurance coverage.

24

25 I. Denial of Pay or Expenses

26

27 A pilot will be notified of the reason whenever the Company denies any item of pay or
28 expenses.

29

30 J. Association Business

31

32 1. A pilot may request to drop a rotation, a reserve on-call day or an SLI duty period to
33 conduct Association business when authorized by the MEC Chairman or his designee.
34 The Association will notify Crew Scheduling at the earliest opportunity of the pilot's
35 request. Such request will be granted unless doing so would cause a flight not to operate
36 or a training event not to be accomplished.

37 2. The Company will pay a pilot for financial loss incurred while on authorized Association
38 business as if such pilot had remained on regular duty with the Company.

39 3. Payments made under **Section 24 J. 2.** plus a 35.75% benefit/salary related expense
40 override will be reimbursed to the Company by the Association.

41 Exception: The Association will not be liable for flight pay and benefit override
42 reimbursement to the Company for payments made to the following elected and
43 appointed officials of the Delta Master Executive Council when conducting Association
44 business related to the Company:

45 a. Chairman

46 b. Vice Chairman

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- 1 c. Executive Administrator
- 2 d. Secretary/Treasurer
- 3 e. Association-appointed member of the Company's Board of Directors
- 4 f. MEC members excluding LEC non-voting Secretary/Treasurers
- 5 g. Central Air Safety Chairman
- 6 h. Scheduling Committee Chairman
- 7 i. Retirement & Insurance Committee Chairman
- 8 j. Hotel Committee Chairman
- 9 k. DPAC Committee Chairman
- 10 l. Negotiating Committee (up to three members)
- 11 m. Crew Rest Optimization Team members (as provided in **Section 16 C. 3. a.**)
- 12 n. Pilot members of the Flight Operations Quality Assurance (FOQA) monitoring team
- 13 while participating on the FOQA monitoring team.
- 14 4. The Company and Association will agree upon a method and procedure for compliance
- 15 with **Section 24 J. 2.** and **3.**
- 16 5. The Association will reimburse the Company for the amount of premium pay that results
- 17 from an open time assignment (i.e., green slip, green slip with conflict, inverse
- 18 assignment, inverse assignment with conflict) that covered:
- 19 a. a rotation that a pilot dropped under **Section 24 J. 1.**,
- 20 b. one other rotation that originated on the same day as a rotation that a pilot dropped
- 21 under **Section 24 J. 1.**, or
- 22 c. one rotation that originated and released during each period of consecutive reserve
- 23 on-call days that a pilot dropped under **Section 24 J. 1.**
- 24 Note: **Section 24 J. 5.** will not apply to ALPA FOQA monitoring team members.
- 25 6. A rotation that a pilot dropped under **Section 24 J. 1.** that is awarded to another pilot via
- 26 a white slip or swap, and subsequently returned to open time for a reason other than an
- 27 ALPA drop, will not be subject to reimbursement to the Company under **Section 24 J. 3.**
- 28 7. Positive space coach on-line transportation will be provided to a pilot engaged in
- 29 approved Association business that is certified by the MEC Chairman.
- 30 a. The following pilots are eligible for such positive space coach on-line transportation:
- 31 1) a pilot serving ALPA in a national capacity as:
- 32 a) President, First Vice President, Vice President – Administration/Secretary,
- 33 Vice President – Finance/Treasurer or Executive Administrator, or
- 34 b) Executive Vice President.
- 35 2) an LEC:
- 36 a) Chairman
- 37 b) Vice Chairman
- 38 c) Secretary/Treasurer
- 39 3) the MEC:
- 40 a) Chairman
- 41 b) Vice Chairman
- 42 c) Executive Administrator
- 43 d) Secretary/Treasurer
- 44 e) Association-appointed member of the Company's Board of Directors
- 45 f) Negotiating Committee Members
- 46 g) System Board Members

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- 1 h) Air Safety Representatives
- 2 i) Merger Representatives
- 3 j) Scheduling Committee Members
- 4 k) Hotel Committee Members
- 5 l) Jumpseat Committee Chairman
- 6 m) Code Share Committee Chairman
- 7 n) Professional Standards Committee Chairman
- 8 o) Aeromedical Committee Chairman
- 9 p) Communications Committee Chairman
- 10 q) Membership Committee Chairman
- 11 r) Aviation Security Committee Chairman
- 12 s) SPC Chairman
- 13 t) DPAC Chairman
- 14 u) International Flying Committee Chairman
- 15 v) Communications Technology Committee Chairman
- 16 w) Stock Advisory Committee Chairman
- 17 x) Retirement and Insurance Committee Chairman
- 18 y) Training Committee Chairman
- 19 z) Strategic Planning Committee Chairman
- 20 aa) Legislative Affairs Committee Chairman.
- 21 b. The MEC Chairman will provide a standing positive space authorization list to the
- 22 XCM desk. This list will be updated monthly and:
- 23 1) contain the names of all pilots specified in *Section 24 J. 7. a.*, and
- 24 2) be kept on file at the XCM desk.
- 25 c. A pilot who is not on the standing positive space authorization list, but is required to
- 26 travel occasionally on ALPA business, may be placed on a temporary positive space
- 27 authorization list by the MEC Chairman. This list will be provided to the XCM desk
- 28 and updated monthly.
- 29 d. A pilot on the standing or temporary positive space authorization list may reserve a
- 30 seat by calling the XCM desk no earlier than three days prior to the date of travel. A
- 31 reservation will be confirmed if current sales do not exceed the aircraft's capacity.
- 32 e. In the event of an overbooked situation at departure time, unless the ALPA business
- 33 is critical, the member should release his seat and rebook on an alternative flight.
- 34 8. An LEC Chairman, Vice Chairman and Secretary/Treasurer may drop a rotation or
- 35 reschedule reserve X-day(s) in order to conduct a monthly council meeting. If such LEC
- 36 Officers are regular pilots, they will be given first priority to white slip open time (by
- 37 telephoning Crew Scheduling) during that bid period to recover such dropped rotations.
- 38 9. The MEC Chairman, Vice Chairman, Executive Administrator/Secretary,
- 39 Secretary/Treasurer and three MEC Negotiating Committee members ("designated
- 40 pilots") will be paid as follows:
- 41 a. A designated pilot who chooses to be removed from his category (under LOA # 1
- 42 (Release from Duty for Association Business), paragraph 2. a. 1) or 2. b.) will be paid
- 43 to the ALV plus 5 hours, not to exceed 82 hours, at the rate of pay for the highest
- 44 position his seniority permits him to hold.
- 45 b. A designated pilot who chooses to remain in his category (under LOA # 1 (Release
- 46 from Duty for Association Business), paragraph 2. a. 2)) will be paid at the rate of

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1 pay of the highest position his seniority permits him to hold. This rate will be applied
2 to the hours shown on his line at the completion of the bid period.

3
4 K. Roster of Pilots' Earnings

5
6 Prior to March 1st each year, the Company will furnish the Association a roster of pilots'
7 earnings for the previous calendar year, for the purpose of aiding the Association in
8 determining members' annual dues. The names listed on the roster shall be limited to pilots
9 who received earnings under the provisions of the PWA during the previous calendar year. A
10 pilot's earnings, as listed on the roster, will be the earnings reported on his W-2 form for
11 Federal income tax purposes.

12
13 L. Free and Reduced Rate Transportation

- 14
15 1. Free and reduced rate transportation privileges granted by Company policy to non-
16 contract personnel now or in the future, will be extended to pilots.
17 2. There will be no substantial reduction in on-line transportation privileges as a whole, for
18 pilots during the term of this PWA.

19 Note: The Company may charge a yearly pass usage fee that will be the same charge as for
20 other employees, but will not exceed \$50 per year per primary pass rider.

21
22 M. Central Air Safety Committee

23
24 The MEC Central Air Safety Committee will have the right to meet with the Company
25 concerning safety and operational matters.

26
27 N. Direct Paycheck Deposit

28
29 A pilot may direct the Company to electronically deposit his paychecks directly in the
30 domestic bank of his choice capable of processing such a deposit.

31
32 O. Recording Devices

- 33
34 1. The Company has no plans to utilize any recording system or device currently aboard the
35 aircraft or to be added to its aircraft for any purpose other than the maintenance and
36 accident investigation purposes for which such equipment is intended.
37 2. If installation of any recording system or device is required which might be used for a
38 purpose other than that stated herein, the Delta MEC Chairman will be advised and
39 conferences will be scheduled within 90 days.
40 3. Information from FOQA devices, cockpit voice recorder (CVR) devices, or cockpit video
41 recordings will not be used against a pilot in any manner in a disciplinary case.
42 4. The Company will give notice to the MEC Chairman prior to responding to litigation
43 discovery seeking recording device information.
44 5. Unless mandated by law:
45 a. there will be no video recordings in the cockpit.

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- 1 b. the Company will not install recording devices not currently on the aircraft for the
- 2 sole purpose of monitoring pilot performance.
- 3 c. new aircraft will not be equipped with recording devices, not currently in the fleet, for
- 4 the sole purpose of monitoring pilot performance.

5
6 P. ALPA Access to Pilot Mailboxes

7
8 The Association retains the right to use the pilot mailboxes for ALPA communications

9 consistent with established past practice.

10
11 Q. Drug and Alcohol Screening

- 12
- 13 1. A pilot will not be subject to drug or alcohol screening, other than “return to duty” and
- 14 “follow-up testing”, unless required by law or regulation.
- 15 Exception: A pilot will be subject to “reasonable cause” drug and alcohol testing in
- 16 accordance with the following: When reasonable cause exists, based on observable and
- 17 objective criteria (e.g., articulable observation of the pilot’s appearance, behavior,
- 18 speech, or body odors) of probable drug or alcohol use by a pilot, a Flight Operations
- 19 management pilot (Base Flight Operations Manager or above) may direct that the pilot be
- 20 required to submit to drug and/or alcohol testing. Reasonable cause must be established
- 21 by direct observation by at least one management official in consultation with another
- 22 management official who is trained in detecting the indications of drug and alcohol use.
- 23 Such officials must concur in the decision to recommend that the pilot be tested. Once
- 24 the determination is made, the testing will be accomplished as soon as practicable. The
- 25 reason for any delay will be documented. Reports and observations will be documented.
- 26 2. Unless prohibited by law or regulation, in the event that the laboratory conducting the
- 27 initial testing of a pilot’s urine sample reports to the Company’s Medical Review Officer
- 28 (MRO) that the sample has been substituted or adulterated, the pilot will be given the
- 29 opportunity to:
 - 30 a. provide any information he believes is relevant to the MRO, before the MRO makes
 - 31 a final determination as to whether the sample will be reported to the Company and
 - 32 the DOT as substituted or adulterated.
 - 33 b. direct that his split sample be sent to a second laboratory for analysis. If the second
 - 34 laboratory does not confirm that the sample is substituted or adulterated, the initial
 - 35 test results will be disregarded and no action will be taken against the pilot.
- 36 3. Drug and alcohol testing screening methodology will comply with DOT regulations.
- 37 4. No blood screening or other invasive tests (i.e., a procedure that includes piercing of the
- 38 skin, or insertion of an instrument into a body cavity) unless required by law or
- 39 regulation.
- 40 5. A pilot will be supplied with the laboratory report concerning his positive test as soon as
- 41 reasonably possible.
- 42 6. Upon his request, a pilot will be provided information concerning his positive test result
- 43 including:
 - 44 a. the drug/alcohol equipment calibration records pertaining to his test.
 - 45 b. the quality control data pertaining to his test.
 - 46 c. the actual test results.

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- 1 7. The Company will give the Association 90 days notice of any proposed material change
2 to any drug or alcohol testing program, unless the change is mandated by law or
3 regulation to occur sooner than 90 days.
- 4 8. The Company's Director of Health Services and the ALPA Aeromedical Director will
5 jointly agree upon an independent laboratory inspector, to be contracted at Company
6 expense, to inspect any laboratory utilized by the Company for drug and/or alcohol
7 testing. The ALPA Aeromedical Director will be given access to:
8 a. such independent laboratory inspector;
9 b. the HHS designated "responsible person" for any laboratory used by the Company for
10 drug screening;
11 c. current National Laboratory Certification Program (NLCP) certification
12 documentation for such laboratory.
- 13 9. The Company will provide ALPA with statistical information contained in the
14 Company's required annual report to the FAA on the number of pilot:
15 a. negative tests.
16 b. positive tests.
17 c. refusals to test.
- 18 10. Due consideration will be given to the recommendations of the ALPA Aeromedical
19 Director in the selection and retention of the Company's MRO.

20 21 R. Recording of Telephone Conversations

- 22
23 1. Provided such recordings are not inconsistent with applicable legal or regulatory
24 requirements, the Company will create and maintain tape recordings of telephone voice
25 communications between a pilot and the following offices of the Company:
26 a. Crew Scheduling.
27 b. Crew Tracking.
- 28 2. A pilot who makes a telephone call to, or receives a telephone call from Crew Scheduling
29 or Crew Tracking will be notified at the beginning of the call that a tape recording of the
30 communication is being created. This notification may be conveyed in a recorded
31 message or via periodic beeps.
- 32 3. Once a tape recording has begun, it will run continuously, with no ability to selectively
33 start and stop such recording.
- 34 4. The Company will maintain such tape recordings for a period of not less than six months
35 from the date of the conversation.
- 36 5. Upon written request, the Association will be granted access to, and copies of tape
37 recordings between a specific pilot and a specific scheduler or Crew Tracking
38 coordinator. The request will designate the pilot's name, date and approximate time of
39 the call, and the name of the Crew Scheduler or Crew Tracking coordinator on the call.

40 41 S. Parking

42
43 The Company will provide free parking while a pilot is on duty, for one vehicle at one pilot
44 or Company flight attendant base, of the pilot's choice.

Section 24 - General

1 T. Association Access to New Hire Pilots

2

3 The Association will be allowed at least 90 minutes during the Company new hire pilot
4 indoctrination training, at the end of a day (excluding Friday), to address new hire pilots.

5

6 U. E-mail Address

7

8 The Company will provide a Company email address for each pilot. Such email address will
9 not be used by the Company for any communication that the pilot is required to acknowledge
10 or for which he will be held accountable for knowing.

1 SECTION 25

2
3 MEDICAL, DENTAL, OPTIONAL LIFE AND ACCIDENT INSURANCE BENEFITS

4
5 A. Definitions

- 6
7 1. "150% cap" means the cap that limits the Company's obligation to fund or provide the
8 medical and dental benefits of retirees, their dependents and survivors to 150% of the
9 Company's cost of providing such coverage as of the end of 1993. For purposes of
10 determining whether the Company's obligation is limited by the 150% cap, the
11 Company's cost will be determined net of all participant contributions. No earlier
12 than January 1, 2008, the 150% cap will apply to pilot retirees, their dependents and
13 survivors enrolled in the DPMP.
- 14 2. "Active payroll status" means the status of a pilot who is not on inactive payroll
15 status.
- 16 3. "Base premium" means the premium developed each year separately for the DPMP
17 and for each option offered under the DFCMP excluding HMOs and fully insured
18 options, for retirees and survivors, from the combined experience of a population
19 composed of all retirees and survivors (pilot retirees and survivors and other retirees
20 and survivors) participating in DPMP and the DFCMP excluding HMOs and fully
21 insured options. In the case of the premium attributable to children of pilot retirees,
22 such base premium will be based on the combined experience of all dependents
23 participating in the DPMP and the DFCMP excluding HMOs and fully insured
24 options. Such base premium will be developed by the Company's actuary using
25 reasonable actuarial assumptions and methods that are designed to determine such
26 base premium in the actuary's best professional judgment. The Company's calculation
27 of the DPMP base premium will be subject to review by the Association. The
28 Company will provide to the Association by June 15th of each year, data, assumptions
29 and methodologies used to determine such costs and base premium. The Association
30 may provide comments on such analysis under the DPMP by July 7th, and the
31 Company's actuary will consider such comments in making its final determination of
32 the base premium. The methodology for determining the base premium will be
33 applied separately to develop pre-Medicare and post-Medicare premiums.
- 34 4. "Delta Family Care Medical Plan" (DFCMP) means the non-collectively bargained
35 medical and dental plan offered to flight attendants and ground employees (including
36 HMOs and the no coverage option).
- 37 5. "Delta Pilots Medical Plan" (DPMP) means the collectively bargained medical and
38 dental plan available to pilots and pilot retirees under **Section 25**.
- 39 6. "Disability status," "disability" or "disablement" means being eligible for and
40 receiving disability benefits from the D&S Plan.
- 41 7. "Eligible family member" for the purposes of **Section 25**, means eligible family
42 member as defined in the DPMP.
- 43 8. "HMO above composite premium" means the amount charged by the HMO in excess
44 of the composite amount the Company contributes to the cost of the DFCMP (other
45 than an HMO).

Section 25 – Medical, Dental, Optional Life and Accident Insurance Benefits

- 1 9. “Inactive payroll status” means the status of a pilot who is furloughed, receiving
2 benefits under the D&S Plan, military leave that exceeds 30 consecutive days, medical
3 leave, personal leave, family leave, maternity leave, or a pilot on a disciplinary
4 suspension.
- 5 10. “Pilot” means an employee of Delta Air Lines, Inc. whose name appears on the Delta
6 Air Lines Pilots’ system seniority list.
- 7 11. “Pilot retiree” means a pilot who retired after January 1, 1997.
- 8 12. “Post-November 11, 2004-hired pilot retiree” means a pilot retiree who was hired after
9 November 11, 2004.
- 10 13. “Retired” means the termination of the pilot’s employment under circumstances that
11 enable him to receive an early, normal or deferred retirement benefit under the Delta
12 Pilots Retirement Plan or the DC Plan.
- 13 14. “Retirement date” means retirement date as defined in the Delta Pilots Retirement
14 Plan or the DC Plan.
- 15 15. “Survivor” or “eligible survivor” means an individual who is entitled to receive
16 monthly income survivor benefits under the D&S Plan, but only for so long as such
17 person is eligible for such benefits. After January 1, 2008 “survivor” or “eligible
18 survivor” means the spouse or child of the deceased pilot/pilot retiree, who would be
19 eligible for benefits under the D&S Plan in effect on June 1, 2006.
- 20 16. “Total projected costs” for the DPMP for each calendar year will be determined by an
21 actuary selected by the Company and will be developed from the combined
22 experience of a population composed of all of the Company's active employees
23 participating in medical and dental plans excluding HMOs and fully insured options.
24 The Company's actuary will use reasonable actuarial assumptions and methods that
25 are designed to determine such total projected costs in the actuary's best professional
26 judgment. By June 15th of each year, the Company will provide to the Association the
27 actuary's detailed preliminary determination of what the total projected costs will be
28 for the following calendar year. The Association may provide comments on such
29 analysis by July 7th, and the Company's actuary will consider such comments in
30 making its final determination of total projected costs.

31

32 B. Pre-Retirement Medical and Dental Benefits

33

- 34 1. Each pilot will be eligible to annually elect for himself and his eligible family
35 members either the DPMP or the DFCMP.
36 Exception one: A furloughed pilot who is not receiving furlough pay is not eligible
37 for such election unless he was furloughed prior to July 1, 2003, in which case he will
38 be entitled to make such election for up to five years from his date of furlough.
39 Exception two: A pilot who is removed from the seniority list under **Section 13 B. 3.**
40 will be permitted to make such election so long as he remains eligible for benefits
41 under the D&S Plan.

Section 25 – Medical, Dental, Optional Life and Accident Insurance Benefits

- 1 2. The monthly premium for the medical and dental coverage under the DPMP will be as
 2 set forth in the following charts:
 3

DPMP Out-Of-Area Medical Option (including Comprehensive Dental Option)		
2006		25% of total projected costs for 2006
2007		28% of total projected costs for 2007
2008 and thereafter		31% of total projected costs for 2008

4

DPMP Enhanced Medical Option (including Comprehensive Dental Option)		
2006		34% of total projected costs for 2006
2007		37% of total projected costs for 2007
2008 and thereafter		40% of total projected costs for 2008

5 Exception: A pilot who is on a leave of absence that exceeds 30 days, a pilot on
 6 suspension without pay that exceeds 60 days, or a pilot who was furloughed prior to
 7 July 1, 2003 must pay a monthly premium equal to the full cost of such coverage, in
 8 accordance with procedures established by the Company.

- 9 3. The premium for the DFCMP will be determined by the Company. The premium paid
 10 by pilots will be the same as it is for all other active Delta employees who have such
 11 coverage, based on the options selected, including any additional HMO above
 12 composite premium in the case of a pilot enrolled in an HMO.

13 Note: A pilot who is on a leave of absence that exceeds 30 days, a pilot on suspension
 14 without pay that exceeds 60 days, and a pilot who was furloughed prior to July 1,
 15 2003 may continue coverage by making payment to the plan of a monthly premium
 16 equal to the full cost of such coverage, in accordance with procedures established by
 17 the Company.

- 18 4. The Company will pay the cost of reasonable and necessary hospital and medical
 19 expenses incurred as a result of occupational injury or illness.
 20 5. It is recognized that the Company will have the right to select the claims processors,
 21 plan administrators, trustees, plan record keepers, plan named fiduciaries and plan
 22 carriers for the DPMP and may change such entities at any time and for any reason.
 23 6. The Company will establish flexible spending account plans (FSA Plans) in which
 24 pilots may participate while on active payroll status.
 25 a. The FSA Plans will be designed by the Company and may be modified from time
 26 to time at the Company’s discretion, including modification of the maximum
 27 contributions to such FSA Plans.
 28 b. The FSA Plans will consist of two accounts, one for the payment of the pilot’s
 29 health/vision care expenses and the other for payment of the pilot’s dependent care
 30 expenses. The maximum amount a pilot may contribute to the health/vision care
 31 account per year will be limited to \$9,984. The maximum amount a pilot may
 32 contribute to the dependent care account will be limited to the maximum allowed
 33 by law that is evenly divisible by 24, to a whole dollar (\$4,992 in 2006). Pilots

Section 25 – Medical, Dental, Optional Life and Accident Insurance Benefits

1 will be permitted to contribute a portion of their salary through payroll deductions
2 into one or both accounts on a pre-tax basis. These payroll deductions will not
3 reduce pay-related benefits provided by the Company.

- 4 c. Money contributed by a pilot to an FSA account during a calendar year that is not
5 used by the following March 31st for reimbursement of eligible expenses incurred
6 during such calendar year will be forfeited.
 - 7 d. The FSA Plans will allow a pilot to make mid-year changes (up or down) to his
8 dependent care account contribution level, if the pilot experiences a “change in
9 family status” event, to the full extent allowed by applicable law.
 - 10 e. The FSA Plans will allow a pilot to make mid-year changes to increase his
11 health/vision care account contribution level, if the pilot experiences a “change in
12 family status” event (as set forth in the most recent Pilot Handbook, Status Change
13 Section, but no less than as set forth in the 01/01/01 Pilot Handbook Benefit
14 Updates, to the extent permitted by applicable law.)
- 15 7. Any premiums required to be paid by a pilot on active payroll status for medical
16 and/or dental coverage may be paid on a pre-tax basis through a vehicle determined by
17 the Company to be appropriate to achieve such purposes, including a premium
18 conversion plan or cafeteria plan. Premiums may not be paid from a pilot’s FSA.
- 19 8. The medical and dental coverages under **Section 25 B. 1.** and the FSA Plans under
20 **Section 25 B. 6.** may, at the Company’s discretion, be provided to pilots on active
21 payroll status through a cafeteria plan(s) as defined in Section 125 of the Internal
22 Revenue Code of 1986, as amended.

23
24 C. Medical and Dental Benefits for Pilot Retirees who were hired on or before November 11,
25 2004

- 26
27 1. Normal (age 60+) pilot retiree with ten or more years of service
- 28 a. Each pilot who retires from active service or disability on or after age 60 with ten
29 or more years of continuous service will be eligible annually to elect for himself
30 and his eligible family members either the DPMP then in effect for pilots or the
31 DFCMP. The pilot retiree may also be eligible to elect the COBRA option and,
32 upon expiration of the maximum COBRA period, enroll in retiree coverage under
33 the DPMP or DFCMP under **Section 25 S.**
 - 34 b. For the DPMP, the premium is as follows:
 - 35 1) Once the pilot retiree reaches age 60 until eligibility for Medicare: 51% of the
36 base premium plus any additional premium as a result of the 150% cap.
 - 37 2) Upon and after the pilot retiree’s eligibility for Medicare: 100% of the base
38 premium.
 - 39 c. The premium for the DFCMP will be determined by the Company. The premium
40 paid by such pilot retiree will be the same premium required of other similarly
41 situated (e.g., age, retirement date) retired Delta employees who did not retire
42 under an early retirement incentive program. Such premium will be based on the
43 options selected, including any additional HMO above composite premium in the
44 case of a pilot retiree enrolled in an HMO.

Section 25 – Medical, Dental, Optional Life and Accident Insurance Benefits

- 1 2. Normal (age 60+) pilot retirees with less than ten years of service
2 a. Each pilot who retires from active service or disability on or after age 60 with less
3 than ten years of continuous service will be eligible annually to elect for himself
4 and his eligible family members either the DPMP then in effect for pilots or the
5 DFCMP. The pilot retiree may also be eligible to elect the COBRA option and,
6 upon expiration of the maximum COBRA period, enroll in retiree coverage under
7 the DPMP or DFCMP under **Section 25 S.**
8 b. For the DPMP, the premium is as follows:
9 1) Once the pilot retiree reaches age 60 until eligibility for Medicare: 51% of the
10 base premium plus any additional premium as a result of the 150% cap.
11 2) Upon and after the pilot retiree’s eligibility for Medicare: 100% of the base
12 premium.
13 c. The premium for the DFCMP will be determined by the Company. The premium
14 paid by such pilot retiree will be the same premium required of other similarly
15 situated (e.g., age, retirement date) retired Delta employees who did not retire
16 under an early retirement incentive program. Such premium will be based on the
17 options selected, including any additional HMO above composite premium in the
18 case of a pilot retiree enrolled in an HMO.
19 3. Early pilot retirees with 25 or more years of service
20 a. Each pilot who elects voluntary early retirement on or after age 50 and before age
21 60 and who has 25 or more years of continuous service as of his retirement date
22 will be eligible annually to elect for himself and his eligible family members either
23 the DPMP then in effect for pilots or the DFCMP. The pilot retiree may also be
24 eligible to elect the COBRA option and, upon expiration of the maximum COBRA
25 period, enroll in retiree coverage under the DPMP or DFCMP under **Section 25 S.**
26 b. For the DPMP, until the pilot retiree reaches age 60, such pilot retiree will pay
27 100% of the base premium.
28 c. For the DPMP, after the pilot retiree reaches age 60, such pilot retiree will pay the
29 following:
30 1) Once the pilot retiree reaches age 60 until eligibility for Medicare: 51% of the
31 base premium, plus any additional premium as a result of the 150% cap.
32 2) Upon and after the pilot retiree’s eligibility for Medicare: 100% of the base
33 premium.
34 d. The premium for the DFCMP will be determined by the Company. The premium
35 paid by such pilot retiree will be the same premium required of other similarly
36 situated (e.g., age, retirement date) retired Delta employees who did not retire
37 under an early retirement incentive program. Such premium will be based on the
38 options selected, including any additional HMO above composite premium in the
39 case of a pilot retiree enrolled in an HMO.
40 4. Early pilot retirees with less than 25 years of service
41 a. Each pilot who elects voluntary early retirement on or after age 50 and before age
42 60 and who has less than 25 years of continuous service as of his retirement date
43 will be eligible annually to elect for himself and his eligible family members either
44 the DPMP then in effect for pilots or the DFCMP. The pilot retiree may also be
45 eligible to elect the COBRA option and, upon expiration of the maximum COBRA
46 period, enroll in retiree coverage under the DPMP or DFCMP under **Section 25 S.**

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- 1 b. For the DPMP, until the pilot retiree reaches age 60, such pilot retiree will pay
2 100% of the base premium.
- 3 c. For the DPMP, once the pilot retiree reaches age 60, such pilot retiree will pay the
4 following:
5 1) Once the pilot retiree reaches age 60 until eligibility for Medicare: 51% of the
6 base premium plus any additional premium as a result of the 150% cap.
7 2) Upon and after the pilot retiree’s eligibility for Medicare: 100% of the base
8 premium.
- 9 d. The premium for the DFCMP will be determined by the Company. The premium
10 paid by such pilot retiree will be the same premium required of other similarly
11 situated (e.g., age, retirement date) retired Delta employees who did not retire
12 under an early retirement incentive program. Such premium will be based on the
13 options selected, including any additional HMO above composite premium in the
14 case of a pilot retiree enrolled in an HMO.
- 15 5. No earlier than January 1, 2008, the 150% cap will apply to pilot retirees, their
16 dependents and survivors enrolled in the DPMP. Prior to the date of implementation
17 of the 150% cap with respect to DPMP enrollees, the Company and the Association
18 will meet and confer to agree upon any DPMP design changes and/or premium charge
19 necessary to ensure that the Company’s liability will not exceed the 150% cap. In the
20 absence of such agreement by April 1st of the year before the year of implementation
21 of the 150% cap, such design changes and/or premium charge will be no less
22 favorable than that for the retirees, their dependents and survivors enrolled in the
23 DFCMP.
- 24 6. In no case will the pilot retiree premium exceed 100% of the base premium.
- 25
- 26 D. Survivors Medical and Dental Insurance Coverage for Survivors of Pilots Who Were
27 Hired on or before November 11, 2004
- 28
- 29 1. Survivors of pilots who die while on active payroll status or while on disability status
30 a. The eligible survivors of pilots who die on or after January 1, 1997 while in the
31 active service of the Company, or die following disability that occurs on or after
32 January 1, 1997, will be eligible annually to elect either the DPMP then in effect
33 for pilots or the DFCMP. The survivors may also be eligible to elect the COBRA
34 option and, upon expiration of the maximum COBRA period, enroll in survivor
35 coverage under the DPMP or DFCMP under *Section 25 S*.
- 36 b. The premium for the DPMP, until the deceased pilot would have reached age 60,
37 will be the same premium a pilot would have paid until the deceased pilot would
38 have reached age 60.
- 39 c. The premium for the DPMP, after the deceased pilot would have reached age 60,
40 will be as follows:
41 1) From the date the deceased pilot would have reached age 60 until the date the
42 deceased pilot would have been eligible for Medicare: 51% of the base
43 premium plus any additional premium as a result of the 150% cap.
44 2) Upon and after the date the deceased pilot would have been eligible for
45 Medicare: 100% of the base premium.
- 46 d. The premium for the DFCMP will be determined by the Company. The premium

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1 paid by such survivor will be the same premium required of other similarly
2 situated (e.g., age of survivor, date of death) survivors. Such premium will be
3 based on the options selected, including any additional HMO above composite
4 premium in the case of a survivor enrolled in an HMO.

5 2. Survivors of a deceased pilot retiree

6 a. The eligible survivors of a deceased pilot retiree will be eligible annually to elect
7 either the DPMP then in effect for pilots or the DFCMP.

8 b. The premium for the DPMP, until the deceased pilot retiree would have reached
9 age 60, will be the 100% early retirement premium that the deceased pilot retiree
10 would have been required to pay, while living, to maintain such eligible family
11 member coverage.

12 c. The premium for the DPMP, after the deceased pilot retiree would have reached
13 age 60, (or if the deceased pilot retiree dies after age 60) will be as follows:

14 1) From the date the deceased pilot retiree would have reached age 60 until the
15 date the deceased pilot retiree would have been eligible for Medicare: 51% of
16 the base premium plus any additional premium as a result of the 150% cap.

17 2) Upon and after the date the deceased pilot retiree would have been eligible for
18 Medicare: 100% of the base premium.

19 d. The premium for the DFCMP will be determined by the Company. The premium
20 paid by such survivor will be the same premium required of other similarly
21 situated (e.g., age of survivor, retirement date, date of death) survivors of retired
22 Delta employees who did not retire under an early retirement incentive program.
23 Such premium will be based on the options selected, including any additional
24 HMO above composite premium in the case of a survivor enrolled in an HMO.

25 3. Eligible survivors who are dependent children who reside in the household of the
26 deceased pilot's/pilot retiree's spouse (if also an eligible survivor) will not be given an
27 independent election hereunder but the spouse of the deceased pilot/pilot retiree must
28 elect the coverage on behalf of all eligible survivors. An eligible survivor who is a
29 dependent child who does not reside in the household of the deceased pilot's/pilot
30 retiree's spouse (who is considered a survivor of the pilot/pilot retiree) will be given
31 an independent election as to the medical and dental coverage he desires hereunder.

32 4. In no case will the survivor premium exceed 100% of the base premium.

33
34 E. Post-Retirement Medical and Dental Benefits for Post - November 11, 2004-Hired Pilot
35 Retirees

36
37 A pilot hired after November 11, 2004 will, upon his retirement, continue to be eligible to
38 elect medical and dental coverage under **Section 25 B. 1.** until he is eligible for Medicare.
39 Upon eligibility for Medicare, such retiree will be provided "access only" post-retirement
40 medical and dental coverage, with premiums paid throughout retirement, with no
41 subsidies or Company contribution. When such retiree becomes eligible for Medicare, his
42 eligible family member(s) will be eligible for "access only" post-retirement medical and
43 dental coverage, with no subsidies or Company contribution. In the case of such retiree
44 who dies prior to becoming eligible for Medicare, his surviving eligible family members
45 will continue to be eligible to elect medical and dental coverage under **Section 25 B. 1.**
46 until such retiree would have been eligible for Medicare, at which time his surviving

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1 eligible family members will be eligible for “access only” post-retirement medical and
2 dental coverage, with premiums paid by the eligible family members, with no subsidies or
3 Company contribution.
4

5 F. Vision Program
6

- 7 1. The Company will provide administrative services, including payroll deduction, for an
8 optional vision program under which a pilot, a pilot retiree and a survivor and his
9 eligible family members described in *Sections 25 B., C., D. and E.* will be eligible to
10 participate as elected on an annual basis during the enrollment period. The vision
11 program will be a standard network vision care plan selected by the Company that will
12 contain the following terms:
 - 13 a. Eye exam by a network provider every 12 months, \$10 copayment.
 - 14 b. Lenses (spectacle), every 12 months, \$15 copayment (purchased at a network
15 facility).
 - 16 c. Frames, every 24 months, up to a maximum of \$120.
 - 17 d. Contact lenses (instead of spectacle lenses and frames), every 12 months, up to a
18 maximum of \$105; provided however, that if spectacle lenses cannot correct
19 vision (e.g. contact lenses are medically necessary) then such coverage will be
20 100% after a \$15 copayment.
 - 21 e. 20% discounts off the usual and customary cost of additional pairs of complete
22 prescription glasses purchased at a participating vision facility.
 - 23 f. 15% discount off a network provider’s professional services associated with the
24 purchase of all prescription contact lenses (other than copayment amounts).
- 25 2. Pilots, pilot retirees and survivors who elect the coverage under *Section 25 F. 1.* will
26 be required to pay the following monthly premiums for coverage under the vision
27 program:
28

	2006 - 2009
Participant Only	\$11.58
Participant & Spouse	\$23.15
Participant & Children	\$23.15
Participant & Family	\$34.73

- 29
- 30 3. Any premiums required to be paid by a pilot on active payroll status for the vision
31 program under *Section 25 F.* may be paid on a pre-tax basis through a vehicle
32 determined by the Company to be appropriate to achieve such purposes, including a
33 premium conversion plan or cafeteria plan.
34

35 G. DPMP Benefits and Terms
36

- 37 1. The DPMP will be:
 - 38 a. the Enhanced Medical Option of the DFCMP that is in effect on January 1, 2005,
 - 39 b. the Out-of-Area Medical Option of the DFCMP in effect on January 1, 2005 if the
40 zip code for the pilot’s or pilot retiree’s permanent residence is in an area in which
41 the network is not available, or

Section 25 – Medical, Dental, Optional Life and Accident Insurance Benefits

- 1 c. the Out-of-Area Medical Option of the DFCMP in effect on January 1, 2005 in the
2 case of a pilot/pilot retiree who is eligible for Medicare, for the pilot/pilot retiree
3 and the pilot's/pilot retiree's eligible family members,.
- 4 2. The DPMP will include all of the medical benefits (network/non-network or out-of-
5 area, if applicable), pharmacy drug benefits and all of the dental benefits as set forth in
6 the Company's 2005 Enhanced Medical Option or 2005 Out-of-Area Medical Option,
7 and 2005 Comprehensive Dental Option, plus wellness benefits no less favorable than
8 those published in the Guide to Clinical Preventive Services: Report of the United
9 States Preventive Services Task Force published in 1996, as updated or amended from
10 time to time.
- 11 3. Subject to **Section 25 G. 4.**, if the Company adopts a modification to the Enhanced
12 Medical Option or the Out-of-Area Medical Option or the Comprehensive Dental
13 Option of the DFCMP, the Company will present that modification to the Association.
14 If the Association provides its written consent to such modification by July 7th, such
15 change consented to by the Association will be effective no earlier than the following
16 January 1st, unless an earlier date is agreed upon by the Company and the Association.
17 The total projected costs of the DPMP will be adjusted to reflect the modification. If
18 the Association does not provide its written consent to such modification, the DPMP
19 will not be modified.
- 20 4. **Section 25 G. 3.** will not apply to the following types of administrative modifications
21 that are originated and implemented by the third party administrator, and not as a
22 result of the Company's direction, and the Company may implement such
23 modifications without the Association's consent:
 - 24 a. Care coordination processes such as disease management and trial programs such
25 as cancer clinical trials.
 - 26 b. Procedures that require notification or pre-certification.
 - 27 c. Clinical guidelines and medical policies (e.g., status of procedures as experimental
28 or accepted treatment).
 - 29 d. Network composition (i.e. network providers, labs, ancillary providers) and
30 provider fees.
 - 31 e. Retail pharmacy network composition.
 - 32 f. Preferred drug list.
 - 33 g. Reasonable and customary fee application (not percentile).
 - 34 h. Changes required as a result of mandatory state and federal legislation or
35 regulation.
 - 36 i. Voluntary health management programs.

37
38 H. Pre-Retirement Optional Life Insurance Program

39
40 The Company will provide administrative services, including payroll deduction, for an
41 optional life insurance program under which its pilots, while in the active service of the
42 Company as pilots, may purchase additional amounts of group life insurance coverage as
43 follows:

- 44 1. Each pilot may purchase any amount of optional additional group life insurance
45 desired in multiples of \$25,000 up to a maximum amount of \$1 million.
- 46 2. The full cost of such optional additional group life insurance will be paid by each

Section 25 – Medical, Dental, Optional Life and Accident Insurance Benefits

- 1 participating pilot.
- 2 3. Pilots who were purchasing optional additional life insurance while in the active
3 service of the Company as pilots may continue such coverage while on disability
4 benefit status prior to age 60 by making appropriate arrangements with the Company
5 to pay the premiums. If such coverage is discontinued during a disability benefit
6 period, it may not be resumed during such period.
- 7 4. Requests for optional additional group life insurance coverage, and any subsequent
8 request for cancellation or changes in the amount of such coverage, must be submitted
9 by each participating pilot to the Company in accordance with the procedures
10 established by the Company. A request for coverage must be made before the end of
11 the pilot's enrollment period. A participating pilot may, increase or decrease the
12 amount of his coverage during annual enrollments and due to a family status change,
13 if notice of the family status change is received by the Company within 30 days of the
14 event creating the family status change. If a participating pilot desires to increase the
15 amount of his coverage by more than one \$25,000 increment, satisfactory evidence of
16 insurability must be submitted before coverage can become effective.

17
18 I. General

- 19
- 20 1. Eligibility for the insurance coverages included in this PWA will begin on the date
21 that a pilot is employed or reemployed as a pilot or on the date that he is transferred to
22 pilot status.
- 23 2. The Company will provide each pilot /pilot retiree with suitable evidence of coverage
24 under the DPMP or the DFCMP.
- 25 3. When a pilot, pilot retiree or survivor is given the opportunity to make a medical,
26 dental or vision coverage election under **Section 25** and fails to do so in a timely
27 manner, the pilot/pilot retiree and his eligible family members or the survivors of a
28 deceased pilot/pilot retiree will receive the medical, dental, and/or vision coverage in
29 effect for the prior calendar year and will be treated in all respects as if the pilot/pilot
30 retiree/survivor had made an affirmative election for such coverage. When a pilot
31 fails to make a timely medical or dental election for initial coverage upon being hired
32 by the Company, or for a year in which the pilot's/pilot retiree's/survivor's prior year's
33 election is no longer available, the pilot/pilot retiree/survivor and the pilot's/pilot
34 retiree's eligible family members will receive the lowest premium option of the
35 DFCMP for the calendar year (other than the no coverage option) and will be treated
36 in all respects as if the pilot/pilot retiree/survivor had made an affirmative election for
37 such coverage.
- 38 4. Notwithstanding anything to the contrary in **Section 25**, any pilot on inactive payroll
39 status who in any year (including the year of commencement of inactive payroll
40 status) elects (or is deemed to have elected) not to maintain any of the medical or
41 vision coverages offered to such individual hereunder will, thereafter, not be offered
42 the right to elect medical or vision coverage for the pilot and the pilot's eligible family
43 members in any subsequent year during which he is on inactive payroll status (until he
44 returns to active payroll status). Likewise, such individual who in any year (including
45 the year of commencement of inactive payroll status) elects (or is deemed to have
46 elected) not to maintain any of the dental coverages offered to such individual

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1 hereunder will, thereafter, not be offered the right to elect dental coverage for the pilot
2 and the pilot’s eligible family members in any subsequent year during which he is on
3 inactive payroll status (until he returns to active payroll status).

- 4 5. Pilots who retired on or prior to January 1, 1997, and their survivors, the survivors of
5 active or disabled deceased pilots who died prior to January 1, 1997 and pilots
6 disabled prior to January 1, 1997 will annually be offered the DFCMP. If such retiree,
7 survivor or disabled pilot elects the DFCMP, he may in any subsequent enrollment
8 period again elect to be covered under the DPMP, as it existed at the time of his
9 retirement or disablement (or at the time of the deceased pilot’s death in the case of a
10 survivor).
- 11 6. The Company provided portion of the post-retirement medical and dental claims will
12 be paid through one or a combination of the following, as elected by the Company:
13 a. through the accumulated surplus funds (using part or all of such surplus) in the
14 Delta Pilots Disability and Survivorship Trust (“D&S Trust”); or
15 b. future contributions to a 501(c)(9) trust fund; or
16 c. direct payment of such claims by the Company.
- 17 Note: The D&S Trust surplus for this purpose is the excess of the plan assets over
18 110% of the present value of the D&S Plan benefits for current and future expected
19 beneficiaries of the D&S Plan. The present value of benefits for this purpose will be
20 determined on a basis to be established and agreed upon by the Company and the
21 Association.
- 22 7. The Company and the Association agree that the DPMP will be amended to the
23 extent necessary to reflect the terms of **Section 25**.
- 24 8. The DPMP will remain without change unless agreed to by both the Company and
25 the Association.
- 26 9. Applicable provisions of **Section 25** will remain effective provided that the DPMP
27 remains approved by the United States Department of Treasury, the United States
28 Department of Labor, and any other governmental agency with jurisdiction over such
29 plan. The Company will make every reasonable effort to maintain the approval of
30 this plan by any agency with jurisdiction thereover.

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
36 employee only while he is operating or performing the duties of an aircraft flight
37 crewmember in any properly licensed private aircraft or military aircraft provided the
38 employee is properly licensed and currently qualified to fly such private or military
39 aircraft.
- 40 2. Cost of this coverage will be borne entirely by the employee. Cost of this coverage
41 may increase or decrease depending upon actual experience.
- 42 3. To be eligible for this coverage, the employee must be a participant in the Voluntary
43 Delta Group Accident Insurance program.
- 44 4. The employee may elect an amount of coverage up to 50 times the number of logbook
45 pilot hours, rounded to the next \$15,000 increment, or the amount of coverage

Section 25 – Medical, Dental, Optional Life and Accident Insurance Benefits

- 1 enrolled for under the Voluntary Delta Group Accident Insurance program, whichever
2 is the lesser amount.
- 3 5. In addition to the regular policy exclusions the following exclusions will also apply:
4 a. flying in an aircraft certified by the FAA as experimental, restricted, or limited, or
5 prototype aircraft, or
6 b. waived flying, crop dusting, stunt flying (other than legal aerobatic flying in an
7 aircraft specifically approved by the FAA for such purposes and in an area and at
8 an altitude approved by the FAA), test flying, flight instruction or while
9 participating in speed and/or endurance contests.
- 10 6. The indemnity payable under this option will be reduced by the amounts paid or
11 payable under any other provision of the Voluntary Delta Group Accident Insurance
12 program for loss sustained as a result of the same accident.
- 13 7. The pilot may continue this coverage at retirement. At retirement, coverage reduces to
14 50% of the insurance amount in effect before retirement, rounded to the next highest
15 \$15,000 increment. At age 80, the coverage is further reduced by 50% (rounded to the
16 next highest \$15,000 increment) to a minimum of \$15,000. Premiums are reduced
17 proportionally whenever coverage reduces.

18
19 K. FAA Required Physical Examinations

20
21 For a pilot enrolled in any option of the DFCMP or the DPMP, other than an HMO, any
22 expense incurred for his physical examinations for his First Class Medical Certificate
23 (routine physicals and evaluations required for recertification) is a covered expense not
24 subject to a deductible. If the DFCMP is amended to provide that the expense a pilot
25 incurs for his physical examination for his First Class Medical Certificate is subject to a
26 deductible, then the Company will reimburse the pilot for such deductible. The pilot
27 remains obligated to meet his deductible with expenses not related to such examination.
28 The portion of any such expense that is not reimbursed will apply toward the pilot's out-
29 of-pocket limit.

30
31 L. Medical and Dental Plan Claims and Appeals

- 32
33 1. For enrollees in the DPMP, the claims review and appeal procedures of the DPMP's
34 applicable third party administrator (medical, dental, pharmacy or behavioral) will
35 apply to the DPMP benefits, as such procedures exist from time to time.
- 36 2. For enrollees in either the DPMP or the DFCMP (but not in an HMO), after a
37 participant has pursued the applicable claims review and appeal procedures under the
38 DPMP or the DFCMP, as applicable, the participant will have the right to grieve a
39 denied claim in excess of \$1,000 under LOA #10 (Benefit Review Board).

40
41 M. Association Retirement and Insurance Committee

- 42
43 1. A Retirement and Insurance Committee consisting of two regular members plus one
44 alternate member will be established by the Association, the membership of the
45 Committee being drawn from members of the Association.

Section 25 – Medical, Dental, Optional Life and Accident Insurance Benefits

- 1 2. The Committee will collect and evaluate the data described in the chart in **Section 25**
 2 **M. 2.**, which will be furnished to the Committee by the Company by the dates so
 3 indicated. In no case will a copy of any report made to a government department or
 4 agency be due to the Committee prior to 30 days after the deadline set by such
 5 department or agency for that report, including extensions:
 6

	Data To Be Provided:	To Be Provided By:
a.	Actuarial Report of D&S Plan	December 7
b.	Quarterly Trustee Report of Contributions, Benefits and Investment	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	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

- 7
 8 3. The Committee will meet quarterly (at Committee request) to advise the Company of
 9 problems in regard to administration of the plans subject to bargaining under **Section**
 10 **25**, and to work with the Company toward resolving such problems within the
 11 framework of the Agreement between the Company and the Association.
 12 Additionally, the Committee Chairman may review the portfolio and related
 13 information once each year.
 14 4. For the DPMP and the DFCMP (excluding HMO's), the Company will determine the
 15 full cost of COBRA continuation coverage and pilot retiree and survivor coverage,
 16 and will provide the Committee the documentation upon which those determinations
 17 are based.
 18 5. The Company will provide to the Committee, upon its request, accompanied by an
 19 appropriate release from the affected pilot, the calculations (including worksheets, if
 20 any) used in determining such pilot's benefits under the D&S Plan.
 21 6. The Company will provide to the Committee, upon its request, the following for the
 22 plans subject to bargaining under **Section 25**:
 23 a. Summary Plan Description.
 24 b. Announcements and informational communications to participants in general.
 25 c. Forms to be completed by participants.
 26 d. Benefit statements (if accompanied by an appropriate release from the affected
 27 pilot(s)).
 28

29 **N. Pilot Retiree Premiums and Expenses Payable on Pre-tax Basis, Subject to IRS Approval**
 30

- 31 1. If, when and so long as approved by the IRS, the Company will allow pilot retirees to
 32 pay medical, dental and vision premiums, deductibles and expenses with pre-tax
 33 dollars (under a premium conversion plan and/or a cafeteria plan, possibly including
 34 the Delta Pilots Cafeteria Plan) by reducing their monthly non-qualified retirement
 35 payments. The Association will propose a design for such plan to the Company,

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1 including an explanation of (and a proposed treatment for) any FICA and income tax
2 liability. If the Company determines that such proposal will not result in any
3 increased cost to the Company (excluding the cost of administering the plan), the
4 Company will, within 120 days from the date that the Association provides the
5 proposal to the Company, submit a request to the IRS for formal approval of the plan
6 (i.e. that such proposed plan and the proposed tax treatment is permitted by law and
7 that the tax treatment of such payments is as proposed in the plan and/or in the
8 submission to the IRS). The Company and the Association will cooperate with
9 respect to such submission and the Company will use reasonable efforts to advance
10 arguments in favor of IRS approval.

- 11 2. Notwithstanding the foregoing, the Company agrees to meet with the Association to
12 discuss whether any future IRS developments may permit the Company to implement
13 such a program.

14
15 O. Procedure to Amend DPMP

- 16
17 1. The Company will provide to the Association a draft amendment to the DPMP within
18 120 days following the parties' agreement to modify it (e.g., through an amended
19 PWA or a LOA). The draft amendment will include all modifications to the DPMP
20 that the Company determines are required by the parties' agreement. The Association
21 will provide the Company its written comments on the language in the draft
22 amendment that reflects the specific modification resulting from the parties'
23 agreement (the "modified language") within 60 days following its receipt of the draft
24 amendment. The Company and the Association will, if necessary, within 30 days
25 following the Company's receipt of the Association's comments, meet and confer to
26 reach agreement on final wording of the modified language. The parties will continue
27 to meet, over a period of up to 90 days, as frequently as necessary to reach agreement
28 on the final wording of the modified language.
- 29 2. Either the Company or the Association, with the approval of the other party, may
30 waive any time limit provided in **Section 25 O. 1.**
- 31 3. Notwithstanding **Section 25 O. 1.** and **2.**, the Company will timely amend the DPMP
32 to the extent necessary to maintain such Plan's tax-favored or legal status, and the
33 Association maintains its right to file a grievance with respect to any such amendment
34 that it determines violates the PWA.

35
36 P. Domestic Partner Benefits

37
38 Pilots, former pilots removed from the seniority list on or after July 1, 2001 under
39 **Section 13 B. 3.**, and pilot retirees, and their dependents and survivors, will be provided
40 with domestic partner benefits no less favorable than the domestic partner benefits
41 provided to any other employee of the Company.

42
43 Q. ALPA-Sponsored Member Benefit Plans

44
45 The Company will automatically deduct from a pilot's paycheck and remit to the
46 Association, an amount identified in the electronic invoice from the Association to Delta

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1 for any of the following Association sponsored member benefits: Group Term Life
2 Insurance; 10-Year Level Term Life Insurance; Accidental Death & Dismemberment
3 Insurance; Short-Term Disability; Long-Term Disability; Long-Term Care; Lump Sum
4 Loss of License; and Monthly Loss of License. The Association agrees to indemnify the
5 Company for any liability that any pilot may assert against the Company, its officers,
6 directors or employees, as the result of the pilot’s participation in any ALPA-sponsored
7 plans, other than liability arising from the Company’s willful failure to perform the
8 function of deducting amounts from the pilot’s pay and forwarding such amounts to the
9 Association. The Association will provide to the Company an electronic invoice in a
10 mutually acceptable form.

11
12 R. Substance Abuse Treatment

13
14 The Company will pay for 100% of the cost of Company-approved inpatient residential
15 substance abuse treatment incurred by a pilot regardless of his medical plan election.

16
17 S. COBRA Option for Pilots who Retire after June 1, 2006 and for Survivors of Pilots who
18 Die after June 1, 2006

19
20 The Company will provide a COBRA election upon retirement to a pilot and his eligible
21 family members who are enrolled in coverage at that time. The Company will also
22 provide a COBRA election to a survivor of a deceased pilot who dies prior to retirement
23 at the time the deceased pilot would have reached age 60, if such survivor is enrolled in
24 coverage at that time. Such COBRA election will provide the pilot retiree, eligible family
25 members and survivors with the coverage options that are then currently available under
26 the DPMP and DFCMP. If COBRA coverage is elected, the pilot retiree or survivor will
27 pay the full COBRA premium. At the end of the maximum COBRA period, if enrolled in
28 coverage at that time, such pilot retiree or survivor will be extended an election to enroll
29 in retiree or survivor coverage under the DPMP or DFCMP (including the no coverage
30 option) based on his benefit zip code and age (pre- or post-Medicare) and will pay the
31 applicable retiree or survivor premium for such coverage under *Section 25 C.* or *D.* as if
32 he had never elected COBRA coverage.

33
34 T. Health Coverage Tax Credit

35
36 In the event the Delta Pilots Retirement Plan terminates and the regulations governing the
37 Health Coverage Tax Credit (HCTC) under Section 35 of the Internal Revenue Code (or
38 the interpretation thereof) changes, the Company and the Association will meet to discuss
39 necessary modifications, if any, to such COBRA continuation coverage or retiree medical
40 and dental coverage that are designed to achieve additional savings for the Company, at
41 no additional cost to pilot retirees, and survivors, through application of the HCTC. Such
42 modifications will comply with all applicable law and regulation.

Intentionally left blank

1 SECTION 26

2
3 RETIREMENT, BASIC LIFE INSURANCE, DISABILITY AND SURVIVOR
4 BENEFITS

5
6 A. Definitions

- 7
- 8 1. "Active payroll status" means the status of a pilot who is not on inactive payroll
9 status.
 - 10 2. "Bridge Plan" means the Delta Pilots Bridge Plan as Amended and Restated,
11 Effective July 1, 1996, as amended.
 - 12 3. "D&S Plan" means the Delta Pilot's Disability and Survivorship Plan, as
13 Amended and Restated, Effective July 1, 1996, as amended.
 - 14 4. "D&S Plan participant" means a person who is receiving or is entitled to receive
15 benefits under the D&S Plan.
 - 16 5. "DC Plan" means the Delta Pilots Defined Contribution Plan, Effective January 1,
17 2005, as amended.
 - 18 6. "DC Plan participant" means a person who is receiving or is entitled to receive
19 benefits under the DC Plan.
 - 20 7. "Defined Benefit Plan" means any of the Delta Pilots Retirement Plan, Bridge
21 Plan or Supplemental Annuity Plan; "Defined Benefit Plans" means all three of
22 such Plans.
 - 23 8. "Defined Benefit Plan participant" means a person who is receiving or is entitled
24 to receive benefits under a Defined Benefit Plan.
 - 25 9. "Delta Pilots Retirement Plan" means the Delta Pilots Retirement Plan as
26 Amended and Restated, Effective July 1, 1996, as amended.
 - 27 10. "Disability status," "disability" or "disablement" means being eligible for and
28 receiving disability benefits from the D&S Plan.
 - 29 11. "Inactive payroll status" means the status of a pilot who is furloughed, receiving
30 benefits under the D&S Plan, military leave that exceeds 30 consecutive days,
31 medical leave, personal leave, family leave, maternity leave, or a pilot on a
32 disciplinary suspension.
 - 33 12. "MPPP" means the Money Purchase Pension Plan as Amended and Restated,
34 Effective July 1, 1996, as amended.
 - 35 13. "Pilot" means an employee of Delta Air Lines, Inc. whose name appears on the
36 Delta Air Lines Pilots' system seniority list.
 - 37 14. "Pilot retiree" means a pilot who retired after January 1, 1997.
 - 38 15. "Post-November 11, 2004-hired pilot retiree" means a pilot retiree who was hired
39 after November 11, 2004.
 - 40 16. "Retired" means the termination of the pilot's employment under circumstances
41 that enable him to receive an early, normal or deferred retirement benefit under
42 the Delta Pilots Retirement Plan or the DC Plan.
 - 43 17. "Retired pilot" means a pilot retiree (including a post-November 11, 2004-hired
44 pilot retiree) and a person who retired from the Company as a pilot on or before
45 January 1, 1997.
 - 46 18. "Retirement date" means retirement date as defined in the Delta Pilots Retirement

Section 26 – Retirement, Basic Life Insurance, Disability and Survivor Benefits

1 Plan or the DC Plan.

2 19. “Savings Plan” means the Delta Family-Care Savings Plan As Amended and
3 Restated, Effective April 1, 2003, as amended through the Thirteenth Amendment
4 thereto.

5 20. “Savings Plan participant” means a person who is receiving or is entitled to
6 receive benefits under the Savings Plan.

7 21. “Supplemental Annuity Plan” means the Delta Pilots Supplemental Annuity Plan,
8 Effective July 1, 1996, as amended.

9 22. “Western D-Plan” means the Western Air Lines Pilots Defined Benefit Plan (D
10 Plan), as amended.

11

12 B. Plan Benefits, Costs and Guarantees

13

14 1. The Company will pay the full cost of providing benefits under the D&S Plan.

15 2. The Company will pay the entire cost of providing retirement benefits derived
16 from the contribution formula under the DC Plan.

17 3. The Company has established a separate trust for the D&S Plan under Section
18 501(c)(9) of the Internal Revenue Code, as amended.

19

20 C. Savings Plan

21

22 Pilots will be eligible to participate in the Savings Plan, as amended to incorporate the
23 provisions of **Section 26 L.**, including a cash or deferred arrangement, which is
24 intended to qualify under Section 401(k) of the Internal Revenue Code of 1986, as
25 amended. The cash or deferred arrangement will not have the effect of reducing other
26 pay-related benefits provided by the Company. Savings Plan participants who are
27 pilots will be governed by the same administrative procedures and guidelines that
28 apply to all other participants in the Savings Plan, such as service charges, loan fees,
29 etc.

30

31 D. General

32

33 1. Irrespective of any contrary provisions of the D&S Plan and the DC Plan, the
34 Company agrees that such Plans will not be amended, changed, varied, modified,
35 or voluntarily discontinued during the term of the PWA and thereafter until the
36 date the parties have been released to exercise self-help after exhaustion of the
37 dispute resolution procedure of the Railway Labor Act, except as agreed by the
38 Association and the Company, or except as otherwise required by law.

39 2. It is recognized that the Company will have the right to select the claims
40 processors, plan administrators, trustees, plan record keepers, plan named
41 fiduciaries and plan carriers for the D&S Plan, the DC Plan and the Savings Plan,
42 and may change such entities at any time and for any reason.

43 E. Plan Amendment Procedure

44

45 1. a. The Company will provide to the Association a draft amendment to any of the
46 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):

Section 26 – Retirement, Basic Life Insurance, Disability and Survivor Benefits

- 1 1) the D&S Plan
- 2 2) the Savings Plan, as it relates to pilots’ participation therein
- 3 3) the DC Plan.
- 4 b. The draft amendment will include all modifications to the Plan(s) that the
- 5 Company determines are required by the parties’ agreement. The Association
- 6 will provide the Company its written comments on the language in the draft
- 7 amendment that reflects the specific modification resulting from the parties’
- 8 agreement (the “modified language”) within 60 days following its receipt of
- 9 the draft amendment. The Company and the Association will, if necessary,
- 10 within 30 days following the Company’s receipt of the Association’s
- 11 comments, meet and confer to reach agreement on final wording of the
- 12 modified language. The parties will continue to meet, over a period of up to
- 13 90 days, as frequently as necessary to reach agreement on the final wording of
- 14 the modified language.
- 15 2. Either the Company or the Association, with the approval of the other party, may
- 16 waive any time limit provided in *Section 26 E. 1.*
- 17 3. Notwithstanding the foregoing, the Company will timely amend any Plan to the
- 18 extent necessary to maintain such Plan’s tax-favored or legal status, and the
- 19 Association maintains its right to file a grievance with respect to any such
- 20 amendment that it determines violates the PWA.

21

22 F. Governmental Approval

23

24 Applicable provisions of *Section 26* will remain effective provided that the D&S Plan

25 and the DC Plan remain approved by the United States Department of Treasury, the

26 United States Department of Labor, and any other governmental agency with

27 jurisdiction over such plans. The Company will make every reasonable effort to

28 maintain the approval of these plans by any agency with jurisdiction thereover.

29

30 G. Increases in Certain DC and Savings Plan Limits

31

32 If Internal Revenue Code Section 401(a)(17), 415(b), or 415(c) (the “qualified plan

33 limits”) are amended to increase the limitations therein, then any such increase will be

34 effective for the DC Plan and Savings Plan as of the earliest date that the increased

35 qualified plan limits could have become legally effective for that Plan, had that Plan

36 not been collectively bargained, or, in the case of the Savings Plan, had pilot

37 participation in that Plan not been collectively bargained.

38

39 H. Association Retirement and Insurance Committee

40

- 41 1. The Retirement and Insurance Committee will collect and evaluate the data
- 42 described below which will be furnished to the Committee by the Company by
- 43 the dates so indicated. In no case will a copy of any report made to a
- 44 government department or agency be due to the Committee prior to 30 days after
- 45 the deadline set by such department or agency for that report, including
- 46 extensions:

1

	Data To Be Provided:	To Be Provided By:
a.	Actuarial Report of D&S Plan.	December 7
b.	Quarterly Trust Report of the D&S Plan and the Quarterly Report for the DC 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.	60 days following the end of the quarter.
d.	Annual Return/Report of Employee Benefit Plan (Form 5500) for the D&S Plan and the DC Plan.	May 15 th following the end of the Plan year
e.	IRS (Form 990) for the D&S Trust.	March 15 th following the end of the Plan year.

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2. The Committee will meet quarterly (at the Committee’s request) to advise the Company of problems in regard to administration of the DC Plan and D&S Plan, and to work with the Company toward resolving such problems within the framework of the PWA. Additionally, the Committee Chairman may review the portfolio and related information once each year.
3. The Company will provide to the Committee, upon its request, accompanied by an appropriate release from the DC Plan participant, the calculations (including worksheets, if any) used in determining such participant’s benefits under the DC Plan.
4. The Company will provide to the Committee, upon its request, the following for the DC Plan:
 - a. Summary Plan Description.
 - b. General announcements and informational communications to DC Plan participants.
 - c. Forms to be completed by DC Plan participants.
 - d. Benefit statements (if accompanied by an appropriate release from the pilot(s)).

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I. Incorporation of Plans by Reference

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1. The following plans are incorporated by reference into this Agreement:
 - a. The D&S Plan.
 - b. The DC Plan.
2. The terms of the D&S and DC Plans, as amended, will control in the event of any conflict or difference between **Section 26** and such Plan terms.

29

30

J. Modifications to Defined Benefit Plans and MPPP

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33

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The Defined Benefit Plans and the MPPP will be amended to reflect the following, as applicable:

1. All benefits under the Defined Benefit Plans not yet frozen will be frozen effective July 31, 2006.

Section 26 – Retirement, Basic Life Insurance, Disability and Survivor Benefits

- 1 2. The Delta Pilots Retirement Plan will be amended to clarify that on the date of
2 termination of such Plan, the MPPP offset (if any) to the calculated qualified
3 benefit will be determined as if the Bridge Plan and Supplemental Annuity Plan
4 continue to exist.
- 5 3. The MPPP will be terminated and the assets of the terminated Plan will be
6 distributed under LOA #10 (Money Purchase Pension Plan Termination).

7
8 K. Modifications to D&S Plan

- 9
10 1. Monthly survivor benefits and basic life insurance will be replaced by term life
11 insurance in accordance with the following:
 - 12 a. This change will apply to:
 - 13 1) a pilot who dies on or after January 1, 2008.
 - 14 2) a pilot who retires on or after January 1, 2008.
 - 15 3) a person who was a pilot on or after January 1, 2008, but who, due to
16 *Section 13 B. 3.*, is not a pilot at the time of his death and who is receiving
17 disability benefits at the time of his death.
 - 18 4) a person who was a pilot on June 1, 2006, but who is not a pilot due to
19 *Section 13 B. 3.* at the time of his death which occurs after January 1,
20 2008, and who is receiving disability benefits at the time of his death.
 - 21 b. This change does not apply to:
 - 22 1) a pilot who dies before January 1, 2008.
 - 23 2) a pilot or a retired pilot who retires before January 1, 2008.
 - 24 3) a person who is not a pilot due to being removed from the seniority list
25 under *Section 13 B. 3.* prior to June 1, 2006.
 - 26 c. The amount of life insurance will be the greater of:
 - 27 1) \$500,000, or
 - 28 2) 2500 times the 12 year captain hourly rate on the highest paying aircraft
29 type outlined in the PWA in effect on January 1st of each year.
 - 30 d. Upon the insured's retirement, the amount of his term life insurance will be
31 reduced to \$250,000 and on each successive anniversary of his retirement will
32 be reduced by \$50,000. The final reduction will be to \$10,000 and will
33 remain \$10,000 for the remainder of his lifetime.
 - 34 e. The insured may designate any individual(s) or trust(s) as beneficiary of his
35 life insurance. The designation of a beneficiary for the term life insurance
36 will not cause that person to be deemed a survivor under *Section 25* or for any
37 other Company provided benefit.
 - 38 f. The life insurance will provide for guaranteed insurability of all pilots on
39 January 1, 2008, and all future pilots at date of hire, and will contain no
40 exclusions from coverage, except the exclusion in Section 12.02 of the D&S
41 Plan.
- 42 2. To be eligible to continue receiving long term disability benefits, a pilot or a D&S
43 Plan participant must not meet the standards to hold a First Class Medical
44 Certificate, as determined by the plan administrator, subject to MOU #3 (D&S
45 Review Process).

Section 26 – Retirement, Basic Life Insurance, Disability and Survivor Benefits

- 1 3. No disability benefits will be payable to a pilot or D&S Plan participant in respect
2 of a period after he reaches the FAA mandatory retirement age.
- 3 4. Long term disability benefits will be offset by the following: workers
4 compensation payments and state disability income benefits whether or not
5 payment of such benefits is forfeited because of failure to apply; Social Security
6 disability benefits of the disabled pilot (not his family’s Social Security benefits);
7 and income from employment that exceeds the calculated disability benefit
8 amount (before application of other offsets).
- 9 5. Proof of continuing eligibility for disability benefits may be required whenever a
10 pilot or D&S Plan participant is receiving benefits, as follows:
 - 11 a. Amend the D&S Plan to incorporate **Section 15 B.** medical review procedure,
12 to apply to all D&S Plan participants receiving disability benefits if the plan
13 administrator has a good faith belief that the D&S Plan participant may not
14 continue to qualify for benefits under the D&S Plan. Such review will not be
15 made more than once per year.
 - 16 b. Upon notification by the NME that the pilot meets the standards to hold a First
17 Class Medical Certificate, the pilot must apply for a First Class Medical
18 Certificate with an AME of the NME’s choosing, as soon as possible, but no
19 later than 30 days from the date of such notification. While the pilot’s
20 application is pending, he will remain on disability. If the AME or the FAA
21 declines to issue a First Class Medical Certificate to such pilot, he must appeal
22 such decision, during which period he will remain on disability. If the AME
23 or the FAA issues him a First Class Medical Certificate, he must present such
24 certificate to his Chief Pilot immediately, at which time he will be returned to
25 active payroll status.
- 26 6. Amend the D&S Plan to clarify the application of the Plan disability benefit offset
27 provisions for each retired pilot (whether the retirement occurred before or after
28 date of signing) in the event of termination of a Defined Benefit Plan as follows:
 - 29 a. In such event, the offset to the retired pilot’s disability benefit with respect to
30 the terminated Defined Benefit Plan will be calculated based on the amount of
31 the retired pilot’s retirement benefit that would have been paid under the
32 terminated Defined Benefit Plan, had such Defined Benefit Plan not been
33 terminated, rather than on the amount of retirement benefit actually paid to the
34 retired pilot under the terminated Defined Benefit Plan.
 - 35 b. The variable benefit feature and future adjustments in the retirement benefits
36 under a Defined Benefit Plan will be ignored in computing the above offset.
37 Once the offset with respect to a Defined Benefit Plan is calculated and
38 adjusted to reflect the termination of that Defined Benefit Plan, the calculated
39 offset with respect to that Defined Benefit Plan will be frozen.
 - 40 c. There will be no change to the timing of the offset for calculated Defined
41 Benefit Plan benefits (i.e. calculated retirement benefit is offset at the time
42 benefits are actually paid to the retiree under the terminated Delta Pilots
43 Retirement Plan or at the time benefits would have been paid to the retired
44 pilot under the terminated Bridge Plan and Supplemental Annuity Plan).

Section 26 – Retirement, Basic Life Insurance, Disability and Survivor Benefits

7. Amend Sections 10.03 and 10.05 of the D&S Plan, as follows:

“10.03 Benefit Fund: The Company shall establish and maintain a Benefit Fund into which the contributions of each Employing Company under this Plan shall be paid. The Benefit Fund may comprise any combination of trust funds and insurance contracts. The Benefit Fund shall be allocated among Employing Companies under the direction of the Committee. Where an Employee transfers from one Employing Company to another he shall be treated to the extent practical and consistent with his accumulated credits as having always been with the new Employing Company for the purpose of allocated assets and liabilities.”

“10.05 Source of Benefit Payments: Benefit payments shall be paid directly to the Participant or Beneficiary from the Benefit Fund, including any insurance policies entered into by the Plan or from contributions made directly to the Plan by an Employing Company to provide such benefit payments. Such payments shall be made upon the order of the Administrative Committee or its delegate. Sources for benefit payments include the Benefit Fund, any insurance policies owned by the Benefit Fund and contributions made directly to the Plan by an Employing Company. Each Employing Company is obligated to make contributions to the Plan in an amount sufficient to allow the Plan to make all benefit payments.”

L. Modifications to Savings Plan

The Savings Plan will be amended to reflect the following in an amendment to the Savings Plan 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 Savings Plan:

1. While in disability status, 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 Savings Plan, 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 benefit amount, if any, the result of which will be multiplied by two. In no event will contributions be made beyond the FAA mandatory retirement age and in no event will contributions, once suspended due to reaching the FAA mandatory retirement age, be resumed.
2. Pilots will be allowed to designate contributions as Roth 401(k) contributions to the maximum extent allowed by law beginning no later than January 1, 2007.
3. Pilots will be permitted to make contributions up to the limit under Section 415(c) of the Internal Revenue Code beginning no later than January 1, 2007. The parties will meet and agree on a method(s) to allow these contributions.

1 M. Overpayments from Plans

2
3 In the event of an overpayment from the D&S Plan or DC Plan, a Plan participant
4 will be notified in writing of the circumstances resulting in the overpayment and the
5 amount of the overpayment. Such Plan participant will be informed that he has 45
6 days from the date of the letter to contact the Company to make arrangements for
7 repayment. The letter will advise such Plan participant that if contact is not made
8 within the 45 day period the Company will recoup the overpayment in equal
9 installments over the next six months from payments due from the applicable Plan,
10 without interest. If requested by the Plan participant during the 45 day period, an
11 alternate arrangement will be made to permit repayment in equal monthly
12 installments over a period of up to 48 months, without interest. In the event there are
13 insufficient future monthly payments due from the applicable Plan, repayments will
14 be made by the Plan participant in equal monthly installments over the established
15 repayment period (six months or up to 48 months), without interest. In the event of
16 default in payment of one or more installments, the entire amount will become
17 immediately due and the Plan Administrator may pursue collection of such amount
18 (including interest and collection fees) to the full extent permitted by law. This
19 procedure will apply to overpayments with respect to which the Plan initiates the
20 repayment and/or recoupment process on or after September 1, 2001.

21
22 N. Modifications to the DC Plan

23
24 The DC Plan will be amended to reflect the following:

25 While in disability status, a pilot, and a former pilot who has been removed from
26 the seniority list under **Section 13 B. 3.** after June 1, 2006 (due to exceeding ten
27 years on disability), will receive Company contributions to the DC Plan, on the
28 same basis as a pilot on active payroll status, but using as earnings the amount of
29 the disability benefit less income from employment that exceeds the calculated
30 disability benefit amount, if any, the result of which will be multiplied by two. In
31 no event will contributions be made beyond the FAA mandatory retirement age
32 and in no event will contributions, once suspended due to reaching the FAA
33 mandatory retirement age, be resumed.

34
35 O. Possible Termination of Defined Benefit Plans

36
37 If the Company determines that either the Delta Pilots Retirement Plan or the Western
38 D-Plan satisfy the ERISA standard for distress or voluntary termination and the Plan
39 Administrator and/or the Company initiate proceedings to seek a distress or voluntary
40 termination for such Plan(s), the initiation and pursuit of such proceedings will not
41 violate the PWA and will not require any waiver, relief, consent, action or approval
42 under the PWA. The Association will not oppose such proposed Plan termination. In
43 addition, as of or after the effective date of the termination of the Delta Pilots
44 Retirement Plan 1) the Company may terminate the Bridge Plan and Supplemental
45 Annuity Plan in its sole discretion and the Association agrees not to oppose
46 termination of the Bridge Plan and Supplemental Annuity Plan and 2) the Company

1 will have no further obligation to maintain the Bridge Plan or the Supplemental
2 Annuity Plan. In addition, the parties will have the rights and obligations with respect
3 to termination of any of the foregoing Plans as stated in paragraph 6. of LOA #7
4 (Bankruptcy Protection Covenant).

5
6 P. D&S Plan Benefits and Funding
7

- 8 1. Amend the D&S Plan to permit payment from the D&S Trust (VEBA) of pilot
9 sick leave benefits and other legally permissible benefits in addition to the other
10 benefits payable pursuant to the Plan without regard to such amendment, in an
11 amount not to exceed \$60 million for 2006 and \$60 million per year thereafter.
12 Provide that the D&S Plan, not the Company, will have the obligation to provide
13 such benefits in such amounts.

14 Note: The amount of any sick, vacation and other permissible benefits paid to a
15 pilot from the D&S Trust pursuant to this provision will be included for purposes
16 of determining benefits or contributions to other Company benefit plans, if such
17 amount would have been included, had the Company (and not the D&S Trust)
18 paid such amounts directly to the pilot.

- 19 2. On April 15, 2011 and on each April 15 thereafter, the Company will make a
20 funding payment (the “VEBA payment”) to the VEBA equal to the lesser of:
21 a. 4% of the consolidated free cash flow of the Company, as determined under
22 United States Generally Accepted Accounting Principles, for the prior
23 calendar year and reported in the Company’s public securities filings, or
24 b. \$60 million.

25 Exception: A VEBA payment will not be required on any April 15th if the net
26 asset balance of the VEBA on the immediately preceding December 31st
27 exceeded \$1.2 billion.

- 28 3. Amend all applicable VEBA plan documents in accordance with the following, to
29 provide irrevocably that the VEBA can never be used for any purpose other than
30 providing benefits to pilots, former pilots and their beneficiaries and survivors:
31 a. Amend D&S Plan to add new Section 2.07, as follows:

32 “Notwithstanding any provision of this Plan to the contrary, and
33 notwithstanding any agreement between Delta Air Lines, or its successors
34 and the Association to the contrary, the class of individuals eligible to
35 participate in this Plan shall not be amended to include any individual who
36 was never listed on the pilot seniority list of Delta Air Lines, Inc.”

- 37 b. Restate Section 12.10(b) of the D&S Plan, as follows:

38 “(b) At any time and from time to time, an Employing Company may
39 amend the Plan in whole or in part, or may suspend contributions,
40 provided that in no event and under no circumstances shall any
41 amendment to the Plan become effective unless under the Plan as
42 amended:

- 43 (1) no part of the net earnings of the Plan may inure to the benefit
44 of the Company or any shareholder of the Company except
45 through the payment of benefits otherwise payable under the Plan;
46 and

1 (2) the class of individuals eligible to participate in the Plan is not
2 expanded in violation of the provisions of Section 2.07.”

3 c. Restate Section 2.6 of the VEBA Trust, as follows:

4 “No portion of the principal or income of the Trust shall revert to or be
5 recoverable by the Company or any Employer or ever be used or diverted
6 to any purpose other than for the expenses of administering the Plan or the
7 Trust Fund or for the exclusive benefit of Participants in the Plan and
8 Persons claiming under or through them pursuant to the Plan.

9 Notwithstanding any provisions of the Plan or the Trust to the contrary
10 and notwithstanding any agreement between the Company or its
11 successors and the Association, in no event and under no circumstances
12 shall any amendment to the Plan or Trust become effective if the effect of
13 the amendment is to expand the class of individuals eligible to participate
14 in the Plan in violation of the provisions of Section 2.07 of the Plan.
15

16 Notwithstanding any provision herein to the contrary, if a contribution or
17 any portion thereof is made by the Company or an Employer by a mistake
18 of fact, the Trustee shall, upon written request of the Company or such
19 Employer, return such amounts as may be permitted by law to the
20 Company or such Employer, as appropriate, within one year after the date
21 of payment to the Trustee and assets may be returned to the Employer to
22 the extent that the law permits such transfer. The Trustee shall be under
23 no obligation to return any part of the Trust Fund as provided in this
24 Section 2.6 until the Trustee has received a written certification from the
25 Administrative Committee or its designee that such return is in compliance
26 with this Section 2.6, the Plan, and the requirements of Applicable Law.
27 The Trustee shall rely conclusively on such written certification and shall
28 be under no obligation to investigate or otherwise determine its propriety.
29 Notwithstanding the foregoing, excess insurance premiums, based upon
30 the actuarial experience of the insured, may be rebated to the Company.”

31 d. Restate Section 13.2 of the VEBA Trust, as follows:

32 “This Agreement, together with any fee agreement between the parties,
33 sets out the entire agreement between the parties in connection with the
34 subject matter, and this Agreement supersedes any prior agreement,
35 statement, or representation relating to the obligations of the Trustee,
36 whether oral or written. This Agreement may be amended by written
37 agreement between the Trustee and the Company at any time and from
38 time to time, and the provisions of such amendment may be applicable to
39 the Trust Fund as constituted at the time of the amendment as well as to
40 the part of the Trust Fund subsequently acquired, provided, however, that
41 in no event and under no circumstances shall any amendment to the Plan
42 or Trust become effective if the effect of the amendment is to expand the
43 class of individuals eligible to participate in the Plan in violation of the
44 provisions of Section 2.07 of the Plan.”

45 e. The SPD for the D&S Plan and VEBA Trust will be amended to reflect the
46 above amendments to the Plan and Trust.

1 Q. Provisions Effective In Event of Termination of Delta Pilots Retirement Plan

2
3 In the event of termination of the Delta Pilots Retirement Plan, the following
4 provisions will become effective:

- 5 1. The DC Plan will be amended to provide a single Company contribution rate
6 equal to a flat 9% of earnings (as defined in the Plan) for each participant.
7 2. For purposes of the limitation under Section 415(c) of the Internal Revenue Code,
8 the order of abatement of annual additions under the defined contribution plans
9 will be as follows:
10 a. Savings Plan participant after-tax contributions
11 b. Savings Plan participant non-Roth 401(k) contributions
12 c. Company contributions attributable to the Notes
13 d. Company contributions attributable to the ALPA Claim
14 e. Savings Plan participant Roth 401(k) contributions
15 f. other Company contributions to the Savings Plan
16 g. other Company contributions to the DC Plan

17 Note: The order of abatement above will be modified as necessary to prevent the
18 refund to Savings Plan participants of any 401(k) contributions that were made in
19 a prior calendar year.

- 20 3. In any year in which there is a Company contribution as the result of the Notes or
21 the ALPA claim, once the Section 415(c) limit is reached for that year, the 2%
22 contribution to the Savings Plan and the 9% contribution to the DC Plan that
23 cannot be made to such Plans as the result of the contribution attributable to the
24 Notes or the ALPA claim will be paid, for the remainder of that calendar year
25 only, in cash at the same time as the Savings Plan contribution or DC Plan
26 contribution would have been made but for the Section 415(c) limit. These cash
27 payments will not be considered earnings under any pilot benefit plan.
28 4. When the Bridge Plan and Supplemental Annuity Plans are terminated, the
29 Company will promptly seek reimbursement to the maximum extent allowed by
30 law and within the applicable statute of limitations period, for any FICA taxes that
31 were prepaid by the Company and Bridge Plan and Supplement Annuity Plan
32 participants, on nonqualified benefits that will not be received, provided that such
33 pilot gives his written consent to seeking such reimbursement.
34

35 R. Beneficiary Designations

36
37 The DC Plan and the D&S Plan will provide that a participant's designation of a
38 beneficiary under such Plan applies only to benefits under that Plan.
39

40 S. Defined Benefit Plan Provisions

- 41
42 1. The provisions of **Section 26 S.** apply to each of the Delta Pilots Retirement Plan,
43 the Bridge Plan and the Supplemental Annuity Plan unless such Plans are
44 terminated pursuant to **Section 26 Q.** and/or LOA #7, paragraph 6 (Bankruptcy
45 Protection Covenant).

Section 26 – Retirement, Basic Life Insurance, Disability and Survivor Benefits

- 1 2. The Company will pay the entire cost of providing retirement benefits derived
2 from the formulas (as described in *Section 26 S. 2. Note*) under the Delta Pilots
3 Retirement Plan; provided, however, that for purposes of determining benefits
4 payable under the PWA and derived from such formulas, Earnings (as defined in
5 the Delta Pilots Retirement Plan) will not be limited by the dollar limit specified
6 in Section 401(a)(17) of the Internal Revenue Code of 1986, as amended (the
7 “Code”). The retirement benefit derived from use of such uncapped earnings will
8 hereinafter be referred to as the “formula benefit”. These retirement benefits will
9 be provided first from the Delta Pilots Retirement Plan and the MPPP, applying
10 all offsets described in those Plans. If, due to the limitations imposed by the
11 Code, all of the formula benefit cannot be provided through the Delta Pilots
12 Retirement Plan and the MPPP, that part of the formula benefit that cannot be
13 provided through such Plans will be provided from the Bridge Plan and the
14 Supplemental Annuity Plan or through any other nonqualified benefit plan or
15 plans determined by the Company to be appropriate under the circumstances.
16 Note: The Delta Pilots Retirement Plan formulas applied to determine the
17 formula benefit are the formulas set forth in Section 5 of the Delta Pilots
18 Retirement Plan, Section 8.02(B) of the Delta Pilots Retirement Plan (with respect
19 to a pilot described in Section 8.02), and Section 8.03(G) of the Delta Pilots
20 Retirement Plan (with respect to a pilot described in Section 8.03).
- 21 3. The Company’s contributions to the Delta Pilots Retirement Plan will be
22 determined using an actuarial valuation interest assumption not to exceed 8 ½%
23 per annum.
- 24 4. Irrespective of any contrary provisions of the Delta Pilots Retirement Plan, Bridge
25 Plan, and Supplemental Annuity Plan, the Company agrees that such Plans will
26 not be amended, changed, varied, modified, or voluntarily discontinued during the
27 term of the PWA and thereafter until the date the parties have been released to
28 exercise self-help after exhaustion of the dispute resolution procedure of the
29 Railway Labor Act, except as agreed by the Association and the Company, or
30 except as otherwise required by law.
- 31 5. It is recognized that the Company will have the right to select the claims
32 processors, plan administrators, trustees, plan record keepers, plan named
33 fiduciaries and plan carriers for the Defined Benefit Plans and may change such
34 entities at any time and for any reason.
- 35 6. The Company will provide to the Association a draft amendment to any of the
36 Defined Benefit Plans within 120 days following the parties’ agreement to modify
37 such Plan (e.g., through an amended PWA or a Letter of Agreement). The draft
38 amendment will include all modifications to the Defined Benefit Plan(s) that the
39 Company determines are required by the parties’ agreement. The Association
40 will provide the Company its written comments on the language in the draft
41 amendment that reflects the specific modification resulting from the parties’
42 agreement (the “modified language”) within 60 days following its receipt of the
43 draft amendment. The Company and the Association will, if necessary, within 30
44 days following the Company’s receipt of the Association’s comments, meet and
45 confer to reach agreement on final wording of the modified language. The parties
46 will continue to meet, over a period of up to 90 days, as frequently as necessary to

Section 26 – Retirement, Basic Life Insurance, Disability and Survivor Benefits

- 1 reach agreement on the final wording of the modified language. Either the
 2 Company or the Association, with the approval of the other party, may waive any
 3 time limit provided in this paragraph.
- 4 7. Notwithstanding the foregoing, the Company will timely amend any Defined
 5 Benefit Plan to the extent necessary to maintain such Plan’s tax-favored or legal
 6 status, and the Association maintains its right to file a grievance with respect to
 7 any such amendment that it determines violates the PWA.
- 8 8. **Section 26 S.** will remain effective provided that the Delta Pilots Retirement Plan
 9 remains approved by the United States Department of Treasury, the United States
 10 Department of Labor, and any other governmental agency with jurisdiction over
 11 such plans. The Company will make every reasonable effort to maintain the
 12 approval of these plans by any agency with jurisdiction thereover.
- 13 9. If Internal Revenue Code Section 401(a)(17), 415(b), or 415(c) (the “qualified
 14 plan limits”) are amended to increase the limitations therein, then any such
 15 increase will be effective for the Delta Pilots Retirement Plan as of the earliest
 16 date that the increased qualified plan limits could have become legally effective
 17 for the Delta Pilots Retirement Plan, had such Retirement Plan not been
 18 collectively bargained.
- 19 10. The Retirement and Insurance Committee will collect and evaluate the data
 20 described below which will be furnished to the Committee by the Company by
 21 the dates so indicated. In no case will a copy of any report made to a government
 22 department or agency be due to the Committee prior to 30 days after the deadline
 23 set by such department or agency for that report, including extensions:
 24

	Data To Be Provided:	To Be Provided By:
a	Actuarial Report of the Delta Pilots Retirement Plan	December 7
b	Quarterly Master Trustee Report of Contributions, Benefits and Investment, for the Delta Pilots Retirement Plan	60 days following the end of the quarter.
c	Quarterly reports relative to each advisor involved in the investment of assets of the Delta Pilots Retirement Plan.	60 days following the end of the quarter.
d	Annual Return/Report of Employee Benefit Plan (Form 5500) for the Delta Pilots Retirement Plan	May 15th following the end of the Plan year.
e	IRS (Form 990) for the Master Trust	March 15th following the end of the Plan year.
f	Pension Benefit Guaranty Corp. - PBGC-1 for the Delta Pilots Retirement Plan.	30 days after the due date (including extensions) of the final PBGC-1 filing.

Section 26 – Retirement, Basic Life Insurance, Disability and Survivor Benefits

- 1 11. The Committee will meet quarterly (at the Committee’s request) to advise the
2 Company of problems in regard to administration of the Delta Pilots Retirement
3 Plan and to work with the Company toward resolving such problems within the
4 framework of the PWA. Additionally, the Committee Chairman may review the
5 portfolio and related information once each year.
- 6 12. The Company will provide to the Committee, upon its request, accompanied by
7 an appropriate release from the Defined Benefit plan participant, the calculations
8 (including worksheets, if any) used in determining such Plan participant’s benefits
9 under the Defined Benefit Plans.
- 10 13. The Company will provide to the Committee, upon its request, the following for
11 the Defined Benefit Plans:
 - 12 a. Summary Plan Description.
 - 13 b. General announcements and informational communications to Defined
14 Benefit plan participants.
 - 15 c. Forms to be completed by Defined Benefit Plan participants.
 - 16 d. Benefit statements (if accompanied by an appropriate release from the
17 pilot(s)).
- 18 14. The following plans are incorporated by reference into this Agreement: the Delta
19 Pilots Retirement Plan; the Bridge Plan; the Supplemental Annuity Plan; and any
20 other nonqualified plan or plans determined to be appropriate by the Company,
21 pursuant to **Section 26 S. 2.**, to provide the amount of the Formula Benefit in
22 excess of the amounts that can be provided by the Delta Pilots Retirement Plan
23 and the MPPP. The terms of the Defined Benefit Plans, as amended, will control
24 in the event of any conflict or difference between **Section 26** and the Defined
25 Benefit Plan terms.

26
27 T. Western D-Plan

- 28
- 29 1. The provisions of **Section 26 T. 2. - 5.** apply to the Western D-Plan unless such
30 Plan is terminated pursuant to **Section 26 Q.** and/or LOA #7, paragraph 6
31 (Bankruptcy Protection Covenant).
- 32 2. Irrespective of any contrary provisions of the Western D-Plan, the Company
33 agrees that such Plan will not be amended, changed, varied, modified, or
34 voluntarily discontinued during the term of the PWA and thereafter until the date
35 the parties have been released to exercise self-help after exhaustion of the dispute
36 resolution procedure of the Railway Labor Act, except as agreed by the
37 Association and the Company, or except as otherwise required by law.
- 38 3. It is recognized that the Company will have the right to select the claims
39 processors, plan administrators, trustees, plan record keepers, plan named
40 fiduciaries and plan carriers for the Western D-Plan and may change such entities
41 at any time and for any reason.
- 42 4. The Company will provide to the Association a draft amendment to the Western
43 D-Plan within 120 days following the parties’ agreement to modify such Plan
44 (e.g., through an amended PWA or a Letter of Agreement). The draft amendment
45 will include all modifications to the Western D-Plan that the Company determines
46 are required by the parties’ agreement. The Association will provide the

Section 26 – Retirement, Basic Life Insurance, Disability and Survivor Benefits

- 1 Company its written comments on the language in the draft amendment that
2 reflects the specific modification resulting from the parties' agreement (the
3 "modified language") within 60 days following its receipt of the draft amendment.
4 The Company and the Association will, if necessary, within 30 days following the
5 Company's receipt of the Association's comments, meet and confer to reach
6 agreement on final wording of the modified language. The parties will continue
7 to meet, over a period of up to 90 days, as frequently as necessary to reach
8 agreement on the final wording of the modified language. Either the Company or
9 the Association, with the approval of the other party, may waive any time limit
10 provided in this paragraph.
- 11 5. Notwithstanding the foregoing, the Company will timely amend the Western D-
12 Plan to the extent necessary to maintain such Plan's tax-favored or legal status,
13 and the Association maintains its right to file a grievance with respect to any such
14 amendment that it determines violates the PWA.
- 15 6. The Western D-Plan is incorporated by reference into the Agreement. The terms
16 of the Plan, as amended, will control in the event of any conflict or difference
17 between **Section 26** and such Plan terms.

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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

Section 27 – Union Security and Check-Off

- 1 the notification. If the pilot submits an appeal under *Section 27 A. 4. c. 1*), the
2 termination will be further held in abeyance pending the exhaustion of the appeal
3 process in this section.
- 4 c. A pilot who receives notification of termination in accordance with the provisions of
5 this section will be subject to the following procedure, which will be exclusive of the
6 provisions of *Sections 18* and *19*.
- 7 1) A pilot who believes that the provisions of *Section 27* have not been properly
8 interpreted or applied, as they pertain to him, may submit a written appeal to the
9 Senior Vice President – Flight Operations, or his designee, (copy to the Vice
10 President – Finance/Treasurer of the Association) within ten days after the
11 postmark date of mailing of notification from the Company of his termination of
12 employment as a pilot.
- 13 2) The Senior Vice President – Flight Operations, or his designee, will review the
14 appeal and render a decision in writing with respect thereto not later than five
15 days following the receipt of the appeal.
- 16 3) The Senior Vice President – Flight Operations, or his designee, will provide the
17 pilot with a written decision, with a copy to the Association’s Vice President –
18 Finance/Treasurer and Director – Legal Department. Said decision will be final
19 and binding on all interested parties unless appealed as hereinafter provided.
- 20 4) If the decision is not satisfactory to either the pilot or the Association’s Vice
21 President – Finance/Treasurer , either may appeal the decision by filing a notice
22 of 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.

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.
- 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, 2006, 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 _____

- 3. The PWA will not be construed to revoke or cancel any check-off form executed prior to the effective date of the PWA.
- 4. No deductions of dues, assessments, or service charges will be made from the wages of any pilot who has executed a “FORM FOR CHECK-OFF OF DUES, ASSESSMENTS BY THE ASSOCIATION AND THE DELTA MEC, AND SERVICE CHARGES” and

Section 27 – Union Security and Check-Off

1 who has been transferred to a job not covered by the PWA, who is on furlough, or who is
2 on leave without pay. Upon return to work within a classification covered by the PWA,
3 whether by transfer, termination or leave without pay, or recall from furlough, deductions
4 will be automatically resumed provided the pilot has not revoked the assignment in
5 accordance with the other appropriate provisions of this section and the Railway Labor
6 Act, as amended.

- 7 5. A pilot who has executed a “FORM FOR CHECK-OFF OF DUES, ASSESSMENTS BY
8 THE ASSOCIATION AND THE DELTA MEC, AND SERVICE CHARGES” and
9 whose employment is terminated will be deemed to have automatically revoked the
10 assignment. If he is reemployed, further deductions of dues and assessments, or service
11 charges will be made only upon execution and receipt of a new “FORM FOR CHECK-
12 OFF OF DUES, ASSESSMENTS BY THE ASSOCIATION AND THE DELTA MEC,
13 AND SERVICE CHARGES.”
- 14 6. Collections of any back dues, assessments by the Association and Delta MEC or service
15 charges owed at the time of starting deductions for any employee and collection of dues
16 missed because the pilot’s earnings were not sufficient to cover the payment of dues,
17 assessments by the Association and Delta MEC or service charges for a particular pay
18 period will be the responsibility of the Air Line Pilots Association and will not be subject
19 to payroll deductions.
- 20 7. Deductions of dues, assessments by the Association and Delta MEC and service charges
21 will be made from each flight paycheck, provided there is a balance in the paycheck
22 sufficient to cover the amount after all other deductions authorized by the pilot or
23 required by law have been satisfied. In the event of termination of employment, the
24 obligation of the Company to collect dues, assessments by the Association and Delta
25 MEC and service charges will not extend beyond the monthly period in which his last
26 day of work occurs.
- 27 8. The Company agrees to deduct from the pay of each pilot an amount stipulated on his
28 signed Delta Pilots’ Furlough/Emergency Relief “Check-off Form”, and remit to the
29 Association, such contributions. Deductions, changes and cancellations authorized by
30 check-off forms will begin on the first paycheck issued after receipt and processing of
31 such check-off forms by the Company.

32
33 DELTA PILOTS FURLOUGH/EMERGENCY RELIEF FUND
34 TO DELTA AIR LINES, INC.

35 I, _____, hereby authorize and direct Delta Air Lines, Inc. to:

- 36
37 Deduct from my semi-monthly pay the following whole-dollar amount \$ _____ for
38 remittance to the Delta Pilots Furlough/Emergency Relief Fund. This authorization
39 remains in effect until changed or canceled in writing.
- 40
41 Change my semi-monthly contribution to the Delta Pilots Furlough/Emergency Relief
42 Fund to the following whole-dollar amount \$ _____.
- 43
44 Cancel my semi-monthly contribution to the Delta Pilots Furlough/Emergency Relief
45 Fund.
- 46

Section 27 – Union Security and Check-Off

1 Signature of Employee _____

2

3 Address of Employee _____

4

5 Payroll Number _____ Base _____ Department _____ Date _____

6

7 NOTE: This contribution is not tax-deductible.

8

9 C. ALPA PAC Check-Off

10

11 1. The Company agrees to deduct from the pay of each pilot covered by the PWA, and remit

12 to the Association, ALPA PAC contributions provided such employee voluntarily

13 executes authorization on a form, to be supplied by the Association, herein called ALPA

14 PAC "Check-Off Form". Each duly executed ALPA PAC "Check-Off Form" will be

15 delivered to the Base Chief Pilot. An example of such "Check-Off Form" is shown

16 below.

17

18 ALPA PAC CHECK-OFF FORM

19 ASSIGNMENT AND AUTHORIZATION

20 FOR CHECK-OFF OF ALPA PAC CONTRIBUTIONS

21

22 TO DELTA AIR LINES, INC.

23 I, _____, hereby authorize and direct Delta Air Lines, Inc. to deduct

24 from my pay semimonthly contributions in the amount stated below for remittance to the

25 Air Line Pilots Association Political Action Committee. I agree that this authorization

26 will be irrevocable for one year from the date hereof or until termination of the ALPA

27 PAC check-off agreement between Delta Air Lines, Inc. and the Association, whichever

28 occurs sooner. In the absence of a termination of the ALPA PAC check-off agreement,

29 this authorization may be revoked effective as of any anniversary date of the signing

30 hereof of written notice given by me to Delta Air Lines, Inc., and the Association by

31 registered mail, return receipt requested, during the ten days immediately preceding any

32 such anniversary.

33 Amount to be deducted semimonthly _____

34 Signature of Employee _____

35 Address of Employee _____

36 Payroll Number _____ Location _____

37 Date _____

38

39 2. Deductions authorized by ALPA PAC "Check-Off Forms" will begin on the first day of

40 the month following receipt of such check-off forms.

41 3. The Association will remit to the Company actual reasonable administrative costs of this

42 provision.

Section 27 – Union Security and Check-Off

1 D. Indemnification and Cooperation
2

- 3 1. To the extent the Company is acting pursuant to written order by an authorized
4 Association representative under the terms of this section or is acting pursuant to the
5 provisions of *Section 27 B.* and/or *C.*, the Company will not be liable for and will be held
6 harmless from and be indemnified by the Association for any and all claims, awards or
7 judgments, including court costs, which may result from legal action (including
8 arbitration) by any pilot or pilots by virtue of the application or interpretation of any of
9 the terms of this section.
- 10 2. The Company will cooperate with (e.g., provide requested documentation and
11 information) the Association in its defense of such claims, awards and judgments.
12

1 SECTION 28

2
3 DURATION

4
5 A. Effective Date and Duration

- 6
- 7 1. Except as expressly provided otherwise, this PWA will become effective on June 1, 2006,
- 8 will continue in full force and effect through December 31, 2009, and will renew itself
- 9 without change through each succeeding December 31st, unless written notice of intended
- 10 change is served in accordance with Section 6, Title I, of the Railway Labor Act, as
- 11 amended, by either party hereto at least 60 days but no more than 270 days prior to
- 12 December 31, 2009, or December 31st in any year thereafter.
- 13 2. Each provision of the Bankruptcy Restructuring Agreement will be implemented June 1,
- 14 2006 unless listed therein as having a different implementation date, provided that neither
- 15 the Bankruptcy Restructuring Agreement nor the Bankruptcy Protection Covenant will be
- 16 effective until the 363 Order (as defined in the Bankruptcy Protection Covenant) is
- 17 entered.

18
19 B. Delta Waiver

20
21 Delta waives its right under the Railway Labor Act to make unilateral changes to the

22 termination and labor disputes provisions of **Section 1 N. 15.** and **17.** and

23 **Section 1 O. 14.** and **16.** during periods of lawful self-help by pilots. The termination and

24 labor disputes provisions of **Section 1 N. 15.** and **17.** and **Section 1 O. 14.** and **16.** will

25 remain in full force and effect unless and until revised in a future written agreement between

26 the Company and the Association, irrespective of whether the pilots are engaged in a lawful

27 strike under the Railway Labor Act.

28
29 C. Effect on Other Agreements

30
31 This PWA supercedes and cancels all Agreements, Supplemental Agreements, Amendments,

32 Letters of Understanding, Memorandums of Understanding, Memorandums, Summaries and

33 similar related documents executed between the Company and the Association prior to the

34 date of signing of this PWA with the exception of the following Letters of Agreement:

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
5	Civil Reserve Air Fleet Operations
6	PWA Carryover Provisions
7	Bankruptcy Protection Covenant

Section 28 - Duration

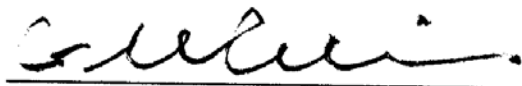
8	Recovery Compact
9	Money Purchase Pension Plan Termination
10	Benefit Review Board

MOU #	Memorandum of Understanding
1	Vacation Swap Board
2	PBS
3	D&S Review Process

IN WITNESS WHEREOF, the parties hereto have signed this PWA this 1st day of June 2006.

FOR THE COMPANY

FOR THE ASSOCIATION



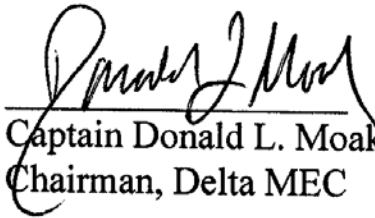
Gerald Grinstein
Chief Executive Officer



Captain Duane E. Woerth
President

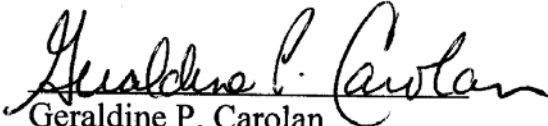



Scott Kruse
Chief Counsel

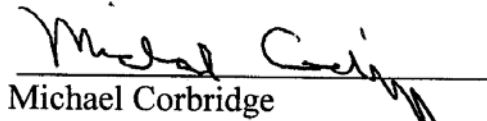



Captain Donald L. Moak
Chairman, Delta MEC

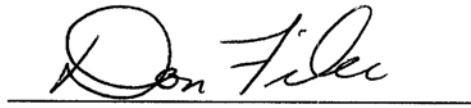
WITNESS:

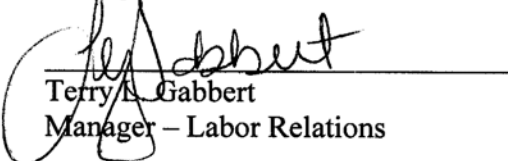

Geraldine P. Carolan
Vice President - Labor Relations


David T. Watson
Director - Pilot Resources

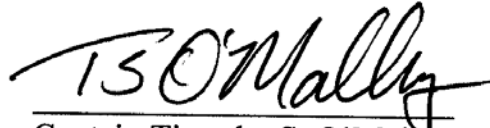

Michael Corbridge
Director - Operations Finance

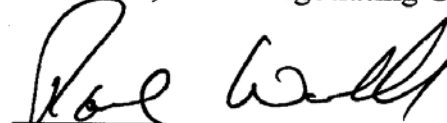

Jay D. Milone
General Attorney

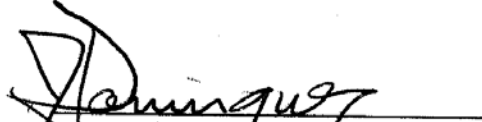

Donald P. Filer
Manager - Labor Relations

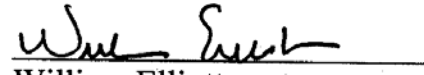

Terry A. Gabbert
Manager - Labor Relations

WITNESS:


Captain Timothy S. O'Malley
Chairman, MEC Negotiating Committee


Captain Randy Worrall
MEC Negotiating Committee


Captain Rick Dominguez
MEC Negotiating Committee


William Elliott
MEC Coordinator

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LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

**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”) signed June 1, 2006; 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 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.

2.

Options to be Removed From Category

- 1
2
3
4 a. At the onset of each term of ALPA office, a designated pilot must choose to:
5 1) be removed from his category, or
6 2) remain in his category.
7 b. A designated pilot who initially chose to remain in his category may choose thereafter to be
8 removed from such category for the duration of the absence. Such pilot will return to the
9 line under paragraph 3. a. of this LOA.
10 c. A designated pilot who elected to be removed from his category will continue to accrue
11 vacation under **Section 7 B.** of the PWA and will be paid unused earned vacation under
12 **Section 7 G. 3.** of the PWA. Such hours paid, together with the benefits override, will be
13 reimbursed to the Company by the Association.
14 d. A designated pilot who remains in his category will maintain qualification for his position
15 by:
16 1) flying; or
17 2) performing duties in a flight simulator.
18 e. Upon request, a designated pilot maintaining qualification for his position under paragraph
19 2. d. 1) of this LOA, may fly a rotation(s) on an LCP's schedule on which no operating
20 experience or line check function has been scheduled.
21

3.

Return to Duty

- 22
23
24
25 a. A designated pilot who was removed from his category:
26 1) will return to the category he held at the beginning of his leave,
27 Exception: If a pilot senior to him was involuntarily displaced from that category
28 during his leave, or the category no longer exists, the designated pilot will transfer to
29 the category of his choice that his seniority permits him to hold.
30 or
31 2) will transfer to a category in which there has been an AE awarded during his leave and
32 that his seniority permits him to hold,
33 Note: Upon such transfer the designated pilot will incur a category freeze under
34 **Section 22 G.** of the PWA.
35 and
36 3) if he is an upgrading pilot who desires to re-acclimate to line operations as a domestic
37 category First Officer, will be permitted to return under paragraph 3. c. of this LOA.
38 b. A designated pilot who remained in his category for the entire period of his absence and
39 was awarded an AE during such absence:
40 1) will be converted into the category of his AE in seniority order, but his conversion will
41 be held in abeyance pending the commencement of his training for such category, and
42 2) may:
43 a) be converted and commence training for his new category in the bid period of his
44 return, or

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LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

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”) signed June 1, 2006; 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 Dewey.Jenkins@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.

1 **8.**

2
3 A SIL award will be revocable only by mutual agreement between the Company and the pilot.
4

5 **9.**

6
7 During a bid period in which he holds a SIL:

- 8 a. a pilot will receive a SIL guarantee of 55 hours of pay and credit at his applicable
9 composite hourly rate.
10 b. a pilot will not be eligible to use sick leave credit hours or accident leave.
11 c. a pilot will remain on active payroll status.
12 d. when returned to the line under *Section 11 C. 2.*, an SLI who is awarded a SIL will not
13 be permitted to use his full service bank to be paid over the SIL guarantee
14 (i.e., *Exception 2*) to *Section 11 C. 3. d.* will not apply).
15

16 **10.**

17
18 A pilot will be relieved of all obligations to fly and obligations to be available to fly during his
19 SIL bid period.

20 Exception one: A regular pilot will be obligated to fly to completion a rotation that begins in
21 the prior bid period and extends (or is extended) into the SIL bid period.

22 Note: Such rotation may be modified under paragraph 11. b. 1).

23 Exception two: A reserve pilot will be obligated to continue a rotation that begins in the prior
24 bid period and extends (or is extended) into his SIL bid period, until such rotation passes
25 through the pilot's base in his SIL bid period.
26

27 **11.**

28
29 The pay associated with a portion of a rotation that began in the prior bid period and occurs in
30 the SIL bid period will:

- 31 a. be paid over the SIL guarantee of a pilot who held a reserve line at the start of such
32 rotation.
33 b. not be paid over the SIL guarantee of a pilot who held a regular line at the start of such
34 rotation unless:

- 35 1) no later than the 15th day of the month prior to the SIL bid period, the pilot
36 requested a personal drop of such rotation, and the Company denied such personal
37 drop,

38 Note one: Such personal drop request will remain active until 0700E on the day
39 prior to the start of the rotation that extends into the SIL bid period.

40 Note two: The Company may remove a pilot from a portion of a rotation that
41 extends into the SIL bid period. The pilot will not receive pay or credit for the
42 removed portion of such rotation that occurs in the SIL bid period.

43 or

- 44 2) the rotation was not originally scheduled to extend into the SIL bid period and the
45 flying in the SIL bid period was pursuant to a reroute.

12.

A reserve pilot who has been awarded a SIL for the next bid period may:

- a. not be awarded open time that extends into his SIL under:
 - 1) *Section 23 N. 3., 4., 7., 8., or 9.* (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. 9. and 10.,* (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.

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LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

FLIGHT OPERATIONS 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 June 1, 2006; and

WHEREAS the parties have met to discuss the implementation of a Flight Operations Quality Assurance (FOQA) program wherein recorded flight data is collected and analyzed; and

WHEREAS, the parties intend that the sole purpose of the FOQA program will be to enhance the safety of flight operations; and

WHEREAS, Federal Aviation Regulations have been issued concerning FOQA that contain specific protective provisions satisfactory to both the Company and the Association.

NOW THEREFORE, it is mutually agreed:

1.

Definitions

- a. “FOQA program” means a program designed pursuant to this LOA to enhance flight safety through controlled analysis of recorded flight data information.

LOA #3 – Flight Operations Quality Assurance Program

- 1 b. “FOQA data” means information collected by any means for use in the FOQA
2 program. FOQA data will be used solely for the purpose of FOQA analysis.
- 3 c. “Identifying data” means any FOQA data or combination of data that allows collected
4 data to be associated with a specific pilot.
- 5 d. “Identified data” means any collected FOQA data prior to removal of all identifying
6 data.
- 7 e. “FOQA program information” means any and all FOQA data and the analysis or
8 compilation of such data.
- 9 f. “FOQA monitoring team” means a committee composed of three pilots appointed by
10 the Company and three pilots appointed by the Delta MEC Chairman.
- 11 g. “Operational exceedance event” means an event in which an aircraft is operated, as
12 determined by FOQA data, outside of mutually agreed upon tolerances. Operational
13 exceedance events may include, but are not limited to, the events included in
14 Appendix I of the Flight Safety Foundation Report to the FAA on Voluntary Air
15 Carrier FOQA program, DOT contract No. DTFA 01-92-C-00010.
- 16 h. “Designated ALPA FOQA monitoring team member” means an ALPA member of
17 the FOQA monitoring team who is empowered to identify and telephonically
18 interview a pilot(s) involved in operational exceedance events. A pilot will not be
19 identified or contacted by persons other than the designated ALPA FOQA monitoring
20 team member.

2.

FOQA Program

- 26 a. The design, implementation, and operation of the FOQA program will be by mutual
27 agreement between the Company and the Association. Any variation from the
28 agreed-upon FOQA program will require the mutual agreement of the parties, in
29 writing, thirty days prior to the effective date of any such change.
- 30 b. The Company will notify the Association, in writing, not less than thirty days prior to
31 the installation of any device, equipment or system, on any equipment type, which is
32 capable of monitoring pilot performance for purposes of the FOQA program.
- 33 c. The FOQA monitoring team will oversee the day-to-day operation of the FOQA
34 program and establish necessary policies and procedures to ensure compliance with
35 this LOA.
- 36 d. The design of the FOQA program will ensure the initial confidentiality and ultimate
37 anonymity of individual pilots.
- 38 e. If there is a violation of the requirements of the FOQA program as set forth herein,
39 the ALPA members of the FOQA monitoring team may suspend the FOQA program,
40 pending review by the parties.
- 41 f. In the event of termination of the FOQA program or cancellation of this LOA, all
42 identifying data and identified data will be destroyed.
- 43 g. The FOQA program will, at a minimum, provide for the monitoring of the parameters
44 set forth in Appendix J of the Flight Safety Foundation Report to the FAA on
45 Voluntary Air Carrier FOQA program DOT contract No. DTFA 01-92-C-00010.

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3.

Scope

- a. Sufficient de-identified data will be maintained to fulfill the requirements of the agreed-upon FOQA program. All de-identified data, and analysis of such data, will be made available to the parties.
- b. There will be continual evaluation of exceedance values by the parties. All changes, additions and deletions will require written approval of the parties.
- c. Any special studies or evaluations require mutual agreement by the parties.
- d. The Association will be promptly notified of a request by any third party for FOQA program information. Appropriate entities may be afforded access to de-identified FOQA program information, provided the parties give prior approval.
- e. The FOQA program is a stand-alone safety program, and is not intended to effect any changes to the existing acquisition and use of flight data.

4.

Data Retention

- a. The Company will remove identifying data from identified data as soon as possible but not later than seven days from the date of acquisition of the data.
- b. Any employee/agent of either the Company or the Association who has contact with any identified data used in a FOQA program will be prohibited from divulging any identifying data to any individual other than the designated ALPA FOQA monitoring team member.

5.

Data Use

- a. No person other than the designated ALPA FOQA monitoring team member will be authorized to identify the individual pilot associated with any specific data.
- b. The sole contact with any pilot associated with an operational exceedance event will be through the designated ALPA FOQA monitoring team member.
- c. Any notes, memoranda, or other documents used by the designated ALPA FOQA monitoring team member in any contact with any pilot 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. FOQA program information will not be used to substantiate or corroborate information obtained from other sources.
- e. The FOQA program will be used for evaluating and improving the following areas in any manner not specifically prohibited herein:
 - 1) Aircraft performance
 - 2) Aircraft systems
 - 3) Pilot performance

LOA #3 – Flight Operations Quality Assurance Program

- 1 4) Operational performance
- 2 5) Company procedures
- 3 6) Training programs
- 4 7) Aircraft design
- 5 8) ATC system operation
- 6 9) Airport operational issues
- 7 10) Meteorological issues
- 8 11) Any other area mutually agreed to by the parties.
- 9 f. FOQA program information will not be used as a basis, in whole or in part, for a
- 10 discipline/discharge action against a pilot.
- 11 1) FOQA program information will be considered inadmissible in any grievance or
- 12 System Board of Adjustment proceeding.
- 13 2) No investigation into alleged pilot misconduct will be initiated by the Company
- 14 on the basis of FOQA program information.

15
16 **6.**

17
18 **FOQA Monitoring Team**

19
20 The designated ALPA FOQA monitoring team member will be one of the three ALPA
21 appointed FOQA team members and will be assigned this function by the MEC
22 Chairman.

23
24 **7.**

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26 **Duration**

27
28 This LOA will remain in full force and effect concurrent with the Pilot Working
29 Agreement. Notwithstanding the foregoing, either party may cancel this LOA by serving
30 upon the other party written notice of its desire to cancel this LOA. On the 30th day
31 following service of the written notice, this LOA will become null and void and will have
32 no further effect and the FOQA program will cease.

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

MILITARY AIRLIFT CHARTER

This LETTER OF AGREEMENT is made and entered into 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 June 1, 2006; and

WHEREAS the Company and the Association desire to provide the Company the ability to operate Military Airlift Charters (“MAC”).

NOW THEREFORE, it is mutually agreed:

1.

“Military Airlift Charter” (MAC) means all flight operations conducted under an agreement between the Company and the Department of Defense or any branch of the United States Armed Services, except for Civil Reserve Air Fleet operations.

2.

“Military theatre” means a site of military operations and the adjacent region.

3.

MAC operations will be performed by pilots under the PWA, as modified by this LOA.

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4.

Section 12 D. 1. is amended as follows for domestic or intra-theatre MAC operations.

A pilot will not be:

- 1) scheduled for a duty period that is in excess of 13 hours, or
- 2) required to be on duty more than 15 hours, or
- 3) scheduled for any duty period that would otherwise not comply with *Section 12 D. 1* unless the crew is augmented with a relief first officer.

5.

Section 12 D. 3. d. 2) and *Section 12 F. 2. b.* are amended to permit two scheduled landings following a transoceanic MAC operation.

6.

The Company may:

- 1) alter the report, departure, arrival time, intermediate stops and itinerary of a MAC. The pilot(s) assigned to such MAC will not be considered to be removed or rescheduled.
- 2) not schedule more than two non-MAC flights, other than ferry (non-revenue) flights, while positioning an aircraft for, or returning from, a MAC.

7.

A pilot who desires to fly in MAC operations will:

- 1) so notify Crew Scheduling via:
 - a) E-mail at Dewey.Jenkins@delta.com,
 - b) fax at (404) 714-0481,
 - c) telephone call to a Crew Scheduling supervisor, or
 - d) a MAC volunteer template on the Flight Operation website.Note: A pilot will have access on the Flight Operations website to a list of pilots on the MAC volunteer list.
- 2) stipulate:
 - a) dates on which he desires to fly, and/or
 - b) the type of MAC operations acceptable (military theatre, international, domestic or any combination)

8.

A stipulation(s) made by a pilot under paragraph 7. will remain in effect until withdrawn or changed by the pilot.

9.

MAC flying will be awarded in seniority order to qualified pilots who:

- 1) hold a position on the aircraft type being utilized for the MAC flying, and
- 2) have notified Crew Scheduling under paragraph 7.

Note: Subject to Exception four below, MAC flying will be awarded without consideration of a pilot's monthly projection.

Exception one: A regular pilot will not be awarded MAC flying if:

- a. he is a low-time Captain and the rotation was previously awarded to a low-time First Officer.
- b. he is a low-time First Officer and the rotation was previously awarded to a low-time Captain.
- c. he has not completed OE.
- d. the award creates a rotation overlap and/or is within 30 minutes of creating an FAR and/or PWA conflict.

Exception: A pilot may be awarded MAC flying in the current bid period that will create an FAR and/or PWA conflict with a rotation in the next bid period. The conflicting rotation in the next bid period will be removed from the pilot's line. The pilot's projection/line guarantee will be reduced by the credit of the removed rotation.

- e. the award includes a previously scheduled:
 - 1) day that the pilot dropped under **Section 23 I. 8.** (APD).
 - 2) reserve day that the pilot dropped under **Section 23 I. 7.** (PD).
- f. the MAC flying is scheduled to operate during a period(s) of his absence due to sick leave.
- g. the award does not conform with the stipulations set forth by the pilot under paragraph 7.

Exception two: A reserve pilot will not be awarded MAC flying if:

- a. the award creates a rotation overlap and/or is within 30 minutes of creating an FAR or PWA conflict.

Exception: A pilot may be awarded MAC flying in the current bid period that will create an FAR and/or PWA conflict with a rotation in the next bid period. Such rotation in the next bid period will be removed and his projection/line guarantee will be reduced by the credit of the rotation removed.

- b. the award is same-day/next-day MAC flying that would create an FAR and/or PWA conflict with a previously awarded/assigned rotation (i.e., no loop-back to undo a previously awarded/assigned rotation).
- c. the award would cause the pairing of two low-time pilots on such rotation.
- d. he has not completed his OE.
- e. during the open time coverage process in **Section 23 N.** or **O.**, he is the only pilot with sufficient days-of-availability to cover a rotation of greater length than that requested as MAC flying.
- f. the award includes a previously scheduled:
 - 1) day that the pilot dropped under **Section 23 I. 8.** (APD).
 - 2) reserve day that the pilot dropped under **Section 23 I. 7.** (PD).
- g. the award does not conform with the stipulations set forth by the pilot under paragraph 7.

LOA #4 – Military Airlift Charter

1 Exception three: A pilot will not be awarded MAC flying if:

2 a. the award would result in the pairing of crew members who do not meet Department
3 of Defense 250 hour combined total line operating experience requirement on the
4 aircraft type utilized for the MAC, and

5 b. he is junior to the other pilot who was awarded the MAC.

6 Exception four: An available volunteer whose projection does not equal or exceed the
7 ALV plus 15 hours will be awarded MAC flying before a pilot whose projection equals
8 or exceeds the ALV plus 15 hours.

9

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10.

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12 An international category pilot may be awarded a MAC composed solely of domestic
13 flying.

14

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11.

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17 A domestic category pilot will not be awarded a MAC containing an ocean crossing.

18

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12.

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21 In the event no available line pilot has indicated his interest in a given MAC under
22 paragraph 7., the Company may assign volunteer administrative pilots to such MAC,
23 without incurring pay liability to a line pilot.

24

25

13.

26

27 A MAC will begin and end at the pilot's base.

28 1) It will be the pilot's responsibility to report to his base at the report time
29 designated for the MAC.

30 2) Upon his request, a pilot will be provided positive space on-line transportation
31 between a domestic airport in the vicinity of his permanent residence and:

32 a) the location (other than his base) where he joins his rotation, and/or

33 b) the location from where he is scheduled to deadhead back to his base.

34 3) For pay, expense and maximum scheduled duty time purposes, a MAC will begin
35 and end at the pilot's base.

36

37

14.

38

39 A pilot will not be awarded a MAC that conflicts with a rotation on his regular line. If at
40 the time of award of a MAC, a pilot had no FAR and/or PWA conflict with a rotation
41 scheduled to operate after the MAC, but due to an extension of the MAC a conflict does
42 occur, the subsequent rotation will be pay protected under *Section 4 F.*, and the pilot may
43 be assigned to:

44 1) deadhead to any portion of his rotation, and/or

45 2) fly any portion of his rotation.

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15.

A regular pilot who is removed from a MAC will not be pay protected under *Section 4 F.* for the MAC and will not have recovery obligations.

16.

A pilot will not be awarded MAC flying that is scheduled to be conducted over an X-day on his schedule unless he expressly waived such X-day in his notification to Crew Scheduling under paragraph 7. An X-day that is so waived will be forfeited by the pilot. An X-day that is lost due to a MAC operation, but was not expressly waived, will be repaid under *Section 23 S. 14.*

17.

The Company will provide \$1,000,000 accidental death and dismemberment insurance coverage for each pilot for death or injury sustained while engaged in MAC flying in a military theatre.

18.

This LOA may be used for other than MAC flying if the MEC Scheduling Committee Chairman approves a Company request to operate other flights under the terms of this agreement. Approval may be granted for a one-time flight or for a series of flights operating between the same departure point and same destination carrying passengers or freight.

19.

This LOA will become effective upon its date of signing and remain in effect concurrent with the PWA.

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LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

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”) signed June 1, 2006.

NOW THEREFORE, it is mutually agreed:

1.

For the purpose of this LOA, the term “CRAF operation” means all flight operations conducted in accordance with an agreement between the Company and the Department of Defense (DOD) covering Civil Reserve Air Fleet (CRAF) operations, but does not include the Company's certificated service or commercial charter service or any other government operation.

2.

The term “CRAF pilot” means a pilot who is awarded or assigned a CRAF operation position under this LOA.

3.

The rates of pay, rules and working conditions applicable to CRAF pilots will be governed by the PWA, except as specifically modified herein.

LOA #5 – Civil Reserve Air Fleet Operations

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4.

A CRAF pilot will be treated as an international category pilot for all purposes of the PWA.

5.

During the first 30 days of a CRAF operation, pilots will be assigned to the CRAF operation in the following manner:

- a. CRAF operation positions will be proffered to currently qualified pilots on the aircraft activated by the DOD, in seniority order.
- b. A position(s) that remains vacant after all currently qualified pilots on the aircraft activated by the DOD have been proffered will be assigned to currently qualified pilots on the aircraft activated by the DOD, in inverse seniority order.
- c. A position(s) that remains vacant after all currently qualified pilots on the aircraft activated by the DOD have been inversely assigned will be proffered to pilots in seniority order.
- d. A position(s) that remains vacant after all pilots have been proffered will be assigned to pilots in inverse seniority order.

6.

Within 30 days after the implementation of a CRAF operation, all pilot positions in such operation will be:

- a. posted for system wide bid and awarded under the PWA, and
- b. considered as operating from a newly established base.

7.

At the expiration of the initial 30-day period, a pilot assigned to a CRAF operation will remain in such position until replaced by a pilot who successfully bid such operation under the PWA. Such replacements will be made as soon as practicable under the PWA.

8.

A pilot who is awarded or assigned a CRAF operation position during the first 30 days of such operation and indicates to the Company in writing his desire to return to the category he held prior to his award or assignment to the CRAF operation, will be allowed to do so provided there is a currently qualified pilot who:

- a. has expressed his desire to the Company in writing to fill such CRAF position, or
- b. is junior to him.

LOA #5 – Civil Reserve Air Fleet Operations

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9.

A CRAF pilot will be eligible for continued participation in the applicable Company insurance plans. In addition thereto, the Company will provide \$1,000,000 accidental death and dismemberment insurance coverage for each pilot while he is assigned to the Company's CRAF operation.

10.

A CRAF pilot will be considered as though assigned to the Company's regular operations for retirement plan purposes.

11.

This LOA will become effective on its date of signing and will remain in effect concurrent with the PWA.

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LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

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”).

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 signed June 1, 2006, (“Pilot Working Agreement” or “PWA”); and

WHEREAS the parties have agreed to retain the 2001 PWA *Section 6* relocation provisions for pilots based in DFW between August 1, 2004 and August 1, 2005 and for pilots entitled to relocation benefits as of November 11, 2004; and

WHEREAS the parties have also agreed a pilot will remain eligible under the relocation provisions of the Restructuring Changes to the Delta Pilot Working Agreement, signed November 11, 2004, and not forfeited prior to June 1, 2006; and

WHEREAS the parties have agreed to move the provisions of the 2001 PWA *Section 14 I*. Pre-merger Western Pilots Sick Leave Conversion to this Letter of Agreement; and

WHEREAS the parties have agreed to a modification of the D&S Plan for pilots receiving benefits under the Delta Pilots Disability and Survivorship Plan who returned to work between November 12, 2004 and August 16, 2005; and

LOA #6 – PWA Carryover Provisions

1 WHEREAS the parties have agreed that the Company will continue the indemnification
2 obligations in the Special Provisions for Protection of the Delta Pilots Retirement Plan and for
3 the Emergency Employment of Post-Retirement Pilots signed September 30, 2004, the
4 Restructuring Changes to the Delta Pilot Working Agreement, signed November 11, 2004, the
5 Special Provisions for Cessation of Employment of Post-Retirement Pilots, signed December 11,
6 2005 and the Bankruptcy Restructuring Agreement signed June 1, 2006; and
7

8 WHEREAS the parties have agreed to a method for transitioning to the sick leave provisions
9 agreed to under the Bankruptcy Restructuring Agreement signed June 1, 2006; and
10

11 WHEREAS the parties have agreed to terminate the Equity Ownership Plan of the Restructuring
12 Changes to the Delta Pilot Working Agreement, signed November 11, 2004.
13

14 NOW THEREFORE, it is mutually agreed:
15

16 **1.**
17

18 A. An eligible pilot, who was based in DFW between August 1, 2004 and August 1, 2005 who
19 is eligible for relocation benefits under *Section 6 A. 3.c.*, will be paid a relocation incentive
20 bonus of \$9,000.00 if:

- 21 1. he actually moves his household goods and personal effects to a new permanent
22 residence that is within a 125 straight-line statute mile radius of the airfield
23 reference point at his new base; and
- 24 2. his current permanent residence is not within such radius; and
- 25 3. his new permanent residence is at least 50 straight-line statute miles closer to the
26 airfield reference point at his new base than is the permanent residence address
27 from which he is relocating; and
- 28 4. he actually establishes his home at his new permanent residence; and
- 29 5. he agrees to repay the Company for such incentive bonus if, within 24 months of
30 the conversion that entitled him to receive such incentive bonus, he:
31 a) converts into a position at another base as the result of an AE; or
32 b) relocates to another permanent residence outside such radius, without
33 changing bases.

34 Note: For the purposes of *Section 6 A. 3. c.*, and this LOA, the closure of the DFW pilot
35 base was August 1, 2005.
36

37 B. A pilot will remain eligible under the relocation provisions as they existed prior to the
38 Restructuring Changes to the Delta Pilot Working Agreement, signed November 11, 2004, if
39 he has not forfeited or does not forfeit his eligibility for such relocation benefits, and if, prior
40 to November 11, 2004:

- 41 1. he became an eligible pilot because of his conversion, or recall from furlough, or
- 42 2. he was awarded an AE, VD or MD that upon his conversion would have rendered him
43 eligible for relocation benefits.

1 C. A pilot will remain eligible under the relocation provisions of the Restructuring Changes to
2 the Delta Pilot Working Agreement, signed November 11, 2004, if he has not forfeited or
3 does not forfeit his eligibility for such relocation benefits, and if, from November 12, 2004 to
4 June 1, 2006:

- 5 1. he became an eligible pilot because of his conversion, or recall from furlough, or
- 6 2. he was awarded an AE, VD or MD that upon his conversion would have rendered
7 him eligible for relocation benefits.

8
9 **2.**

10
11 Pre-merger Western Pilots Sick Leave Conversion

- 12
13 1. A pre-merger Western pilot will be entitled to the number of sick leave credit hours he
14 accrued under the former Western Basic Working Agreement as of January 1, 1988,
15 subject to the following modifications:
 - 16 a. Sick leave credit hours used prior to January 1, 1988 will be deducted from the
17 number of hours accrued under the former Western Basic Working Agreement as of
18 January 1, 1988.
 - 19 b. A pre-merger Western pilot will:
 - 20 1) convert to the sick leave credit hours system set forth in **Section 14 D.** on any
21 employment anniversary date on which the number of hours accrued under the
22 former Western Basic Working Agreement as of January 1, 1988 is less than or
23 equal to the number of sick leave credit hours that the pilot would be entitled to if
24 all his service had been at the Company.
 - 25 2) not convert to the sick leave credit hours system set forth in **Section 14 D.** on any
26 employment anniversary date on which the number of hours accrued under the
27 former Western Basic Working Agreement as of January 1, 1988 is greater than
28 the number of sick leave credit hours that the pilot would be entitled if all his
29 service had been at the Company.
- 30 2. A pre-merger Western pilot who converts to the sick leave credit hours system set forth
31 in **Section 14 D.** will thereafter accrue the appropriate number of sick leave credit hours
32 on each subsequent anniversary date.

33
34 **3.**

35
36 Amend Section 4.03(d) of the D&S Plan to read as follows:

37
38 “This Section 4.03(d) will apply in the case of a disabled Employee who, after November
39 11, 2004, returns to Active Work with a First Class medical certificate.

- 40 (i) If during the first 12 months after his return to work the same disability causes
41 him to be removed from flight status, he will be entitled to his original disability
42 benefit. If during the first 12 months after his return to work a new disability
43 causes him to be removed from flight status he will be entitled to the disability
44 benefit determined in accordance with the Plan without regard to this
45 Section 4.03 (d).

- 1 (ii) If at any time more than 12 months after his return to work the same or a new
2 disability causes him to be removed from flight status:
3 a. If his latest removal from flight status for disability is before August 17, 2005,
4 he shall be entitled to the greater of his original disability benefit or 50% of the
5 average of the highest 12 consecutive months of normal Earnings during the
6 last 36 months of Active Payroll Status.
7 b. If his latest removal from flight status for disability is on or after August 17,
8 2005, he shall be entitled to the disability benefit determined in accordance
9 with the Plan without regard to this Section 4.03(d).”

10
11 **4.**
12

- 13 A. The Company indemnifies and holds harmless the Association, its members, officers, agents,
14 employees, counsel, and representatives (each an “indemnitee”) from any and all claims,
15 lawsuits, or administrative charges of any sort whatsoever including reasonable attorney’s
16 fees and costs arising in connection with such matters, relating to, concerning or connected to
17 the negotiation or implementation of the Special Provisions for Protection of the Delta Pilots
18 Retirement Plan and for the Emergency Employment of Post-Retirement Pilots, signed
19 September 30, 2004 and the Special Provisions for Cessation of Employment of Post-
20 Retirement Pilots, signed December 11, 2005. Provided that such indemnification and hold
21 harmless obligation will not apply to 1) any claim, lawsuit or administrative charge resulting
22 from the willful misconduct of any indemnitee; and 2) any claim, lawsuit or administrative
23 charge asserting that the Association violated its bylaws or other organizational requirements
24 by entering into such agreements. An indemnitee seeking to be indemnified and held
25 harmless pursuant to this paragraph, must provide to the Company prompt written notice of
26 the claim, lawsuit or administrative charge as to which the indemnitee seeks to be
27 indemnified and held harmless. The Company will have the right to conduct the defense of
28 such matter with counsel of the Company’s choosing and enter into a settlement of such
29 matter. The Company will give reasonable consideration to the wishes of the indemnitee in
30 connection with the matters described in the foregoing sentence.
31
- 32 B. The Company will indemnify and hold harmless the Association, its members, officers,
33 agents, employees, counsel, and representatives (each an “indemnitee”) from fifty percent
34 (50%) of any liability, loss damages fines, penalties, excise taxes and costs resulting from
35 any and all claims, lawsuits, or administrative charges of any sort whatsoever, including fifty
36 percent (50%) of the reasonable attorney’s fees and costs, arising in connection with matters
37 relating to, concerning or connected to the negotiation or establishment of (1) the
38 amendment to freeze Credited Service as of December 31, 2004 under the Delta Pilots
39 Retirement Plan, Delta Pilots Supplemental Annuity Plan and Delta Pilots Bridge Plan; (2)
40 the amendment to cease contributions to the Delta Pilots Money Purchase Pension Plan as of
41 January 1, 2005; and (3) the Delta Pilots Defined Contribution Plan (the foregoing three
42 changes hereinafter referred to as the “amendments”). This fifty-percent sharing
43 arrangement will exist until the Association’s financial exposure reaches two and one half
44 million dollars (\$2,500,000). Any exposure exceeding two and one half million dollars
45 (\$2,500,000) will be the responsibility of the Company. Provided that such indemnification
46 and hold harmless obligation will not apply to (1) any claim, lawsuit or administrative charge

1 resulting from the willful or intentional conduct of any indemnitee; (2) any claim, lawsuit or
2 administrative charge asserting that the Association violated its By-Laws or other
3 organizational requirements by entering into the amendments; and (3) any claim, lawsuit, or
4 administrative charge resulting from any statement made by any indemnitee to any pilot that
5 incorrectly describes the amendments. An indemnitee seeking to be indemnified and held
6 harmless pursuant to this paragraph, must provide to the Company prompt written notice of
7 the claim, lawsuit or administrative charge as to which the indemnitee seeks to be
8 indemnified and held harmless. The Company will have the right to conduct the defense of
9 such matter with counsel of the Company's choosing and enter into a settlement of such
10 matter. The Company will give reasonable consideration to the wishes of the indemnitee in
11 connection with the matters described in the foregoing.

12
13 **5.**

14
15 All stock options issued to pilots under the Equity Ownership Plan provided in the Restructuring
16 Changes to the Delta Pilot Working Agreement, signed November 11, 2004 are cancelled and
17 the Equity Ownership Plan is terminated.

18
19 **6.**

20
21 For the transition year beginning June 1, 2006, a pilot's sick leave credit hours will be the lesser
22 of:

23 a. his sick leave credit hours shown in the chart in **Section 14 D. 1. a.**, except that his "year of
24 employment" will be the number of years the pilot will complete on his next employment
25 anniversary that occurs after June 1, 2006,

26 or

27 b. his sick leave credit hours as determined by the following formula:

28 $[A \times (1-B)] + [A \times C]$

29 Where:

30 A = A pilot's sick leave credit hours determined under this provision.

31 B = The number of sick leave credit hours used by a pilot in his current employment year
32 as a percentage of the total sick leave credit hours available to that pilot.

33 C = The number of days from the first day of the pilot's employment year through June 1,
34 2006, divided by 365.

35
36 **7.**

37
38 This Letter of Agreement will become effective upon its date of signing and remain in effect
39 concurrent with the PWA.

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LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

BANKRUPTCY PROTECTION COVENANT

This LETTER OF AGREEMENT is made and entered into 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” or “ALPA”).

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 June 1, 2006; and

WHEREAS, as part of the PWA signed June 1, 2006, the Company and the Association agreed to a Bankruptcy Protection Covenant (BPC).

NOW THEREFORE, it is mutually agreed:

The modifications to the collective bargaining agreement between Delta Air Lines, Inc. (the “Company”) and the Air Line Pilots Association, International (“ALPA”) (such agreement, the “PWA”, and such modifications, the “Modifications”) reached in connection with the Company’s Bankruptcy Transformation Plan and embodied in the Bankruptcy Restructuring Agreement signed June 1, 2006 (herein described as the “Bankruptcy Restructuring Agreement.”) were agreed to in furtherance of the Company’s effort to restructure its capital structure and operations and reorganize through Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”), and in consideration of the agreements in this “Bankruptcy Protection Covenant.”

This Bankruptcy Protection Covenant is an essential element of the Modifications and of the Bankruptcy Restructuring Agreement, and shall become effective only if and when the Bankruptcy Restructuring Agreement becomes effective (the “Effective Date”), and shall terminate (other than with respect to the termination consideration specified in paragraph 10(b) hereof) only if and when the Bankruptcy Restructuring Agreement terminates. This Bankruptcy Protection Covenant will be binding on any Chapter 11

LOA #7 – Bankruptcy Protection Covenant

1 trustee appointed in the Company’s present bankruptcy cases (*In re Delta Air Lines, Inc.,*
2 *et al.*, administered under case No. 05-17923 (ASH) (Bankr. S.D.N.Y.) (the “Bankruptcy
3 Cases”)) or other entity operating with the equivalent authority of a Chapter 11 trustee.
4

5 The Company and ALPA believe that:

- 6 • The Modifications are based on the most complete and reliable information
7 available to the Company;
- 8 • The Company has provided ALPA with information reasonably necessary to
9 enable ALPA to evaluate the Company’s proposals and to develop
10 counterproposals;
- 11 • The Modifications permit the Company to avoid irreparable harm and provide for
12 the appropriate modifications to the PWA that are necessary, fair, and equitable in
13 order to permit the successful restructuring and reorganization of the Company in
14 Chapter 11 and the continuation of its business;
- 15 • Subject to the specific provisions herein, the balance of equities favors the
16 Bankruptcy Restructuring Agreement.

17 The Company and ALPA agree that:

- 18 1) Assumption and Protection. The Company will assume the PWA as modified by the
19 Bankruptcy Restructuring Agreement and this Bankruptcy Protection Covenant (but
20 not including any pension plans that may be terminated) under a Plan of
21 Reorganization (a “Plan”).
22

23 The Company agrees, during the pendency of the Bankruptcy Cases, that it will not
24 seek relief under section 1113 of the Bankruptcy Code with respect to the PWA
25 unless the Company is in imminent risk of its Debtor-in-Possession financing being
26 accelerated on account of an imminent breach of financial covenants in its Debtor-in-
27 Possession financing, the Company has used its best efforts to seek a waiver of such
28 breach but has been unable to secure such a waiver, and the Company would be
29 unable to remedy the breach without labor cost reductions (such reductions to be
30 sought equitably from pilots and non-pilots). Neither the Bankruptcy Restructuring
31 Agreement nor this Bankruptcy Protection Covenant alters the nature or priority
32 status of any claim under the Bankruptcy Code that might arise in connection with the
33 implementation of this paragraph.

- 34 2) Exculpation. The Company agrees that it will not propose or support any Plan that
35 does not contain an exculpation or release provision for ALPA, the ALPA Delta
36 Master Executive Council (the “MEC”), and each of their current or former officers,
37 committee members, employees, advisors, attorneys, accountants, actuaries,
38 investment bankers, consultants, agents and other representatives at least as favorable
39 as any exculpation or release provisions provided for the Company’s officers,

LOA #7 – Bankruptcy Protection Covenant

1 directors, employees, advisors, attorneys, accountants, actuaries, investment bankers,
2 consultants, agents and other representatives.

3 3) Indemnification. The Company will indemnify and hold harmless ALPA, its officers,
4 agents, employees, counsel, and representatives (each an “indemnitee”) from fifty
5 percent of any liability, loss, damages, fines, penalties and costs (not including any
6 income or excise taxes or similar amounts imposed by any governmental agency)
7 resulting from any and all third party claims, lawsuits, or administrative charges of
8 any sort whatsoever, including fifty percent of the reasonable attorney’s fees and
9 costs, arising in connection with matters relating to, concerning or connected to the
10 negotiation or establishment of (a) the Bankruptcy Restructuring Agreement,
11 including this Bankruptcy Protection Covenant, (b) any amendment of any benefit
12 plan or program concerning pilots or other participants in such plan made pursuant to
13 or as a result of the Bankruptcy Restructuring Agreement, including this Bankruptcy
14 Protection Covenant, and (c) any other document or agreement forming part of the
15 Bankruptcy Restructuring Agreement and/or the Modifications. This fifty-percent
16 sharing arrangement will exist until ALPA’s financial exposure reaches 2.5 million
17 dollars. Any exposure exceeding 2.5 million dollars will be the responsibility of the
18 Company. Such indemnification and hold harmless obligation will not apply to: 1)
19 any claim, lawsuit or administrative charge resulting from the willful or intentional
20 conduct of any indemnitee; 2) any claim, lawsuit or administrative charge asserting
21 that ALPA violated its By-Laws or other organizational requirements by entering into
22 the amendments; 3) any claim, lawsuit or administrative charge resulting from any
23 statement made by any indemnitee that incorrectly describes the Modifications; 4)
24 any claim, lawsuit or administrative charge related to allocation among Delta pilots
25 represented by ALPA of the ALPA Notes, the ALPA Claim (each as defined below)
26 or any proceeds received on account of the ALPA Claim or 5) any claim, lawsuit or
27 administrative charge related to any disposition by ALPA or pilots represented by
28 ALPA to third parties of the ALPA Notes, the ALPA Claim or any proceeds received
29 on account of the ALPA Claim. An indemnitee seeking to be indemnified and held
30 harmless pursuant to this paragraph must provide to the Company written notice
31 within seven business days of the indemnitee learning of the claim, lawsuit or
32 administrative charge as to which the indemnitee seeks to be indemnified and held
33 harmless. The Company will have the right to conduct the defense of such matter
34 with counsel of the Company’s choosing and enter into a settlement of such matter.
35 The Company will give reasonable consideration to the wishes of the indemnitee in
36 connection with the matters described in the foregoing sentence.

37 4) ALPA Claim. (a) Upon the effective date of the Bankruptcy Restructuring
38 Agreement, ALPA will have an allowed general non-priority unsecured claim under
39 section 502 of the Bankruptcy Code in the Bankruptcy Cases in the amount of \$2.1
40 billion (the “ALPA Claim”) that is not subject to reconsideration under section 502 of
41 the Bankruptcy Code or otherwise, in respect of the concessions made by ALPA and
42 savings to the Company resulting from achievement of consensual Modifications to
43 the PWA.

44
45 Any transfer of all or any part of the ALPA Claim prior to the Company’s exit from
46 bankruptcy may only be made in compliance with the final order entered December

1 19, 2005 relating to the preservation of the Company’s net operating losses. The
2 MEC will have the authority to determine the manner of allocation among pilots on
3 account of the ALPA Claim, including the allocation of equity securities on account
4 of the ALPA Claim, provided that: (1) the allocation is reasonable and lawful and (2)
5 the allocation schedule or formula is delivered to the Company no later than thirty
6 (30) days prior to the date of distribution.

7
8 At the request of ALPA, the parties will work together to develop a program that
9 allows all or a part of the distribution of cash or equity securities received in respect
10 of the ALPA Claim to be made, to the maximum extent permitted by law (including
11 but not limited to Section 415 of the Internal Revenue Code (the “Code”) and other
12 restrictions on contributions or additions to qualified plans under the Code or
13 ERISA), in the form of a contribution to the Delta Pilots Defined Contribution Plan
14 (the “Pilots DC Plan”) treated as an “employer” contribution for U.S. federal income
15 tax purposes, provided that, if the Company reasonably concludes that such transfers
16 implicate the calculation of “ownership change” under Section 382 of the Code, the
17 amount of such contribution (together with other equity securities of the Company
18 that may be owned by the Pilots DC Plan) does not exceed 4.9% of the equity of the
19 Company at the time of the contribution as computed for purposes of Section 382 of
20 the Code unless the Company and ALPA shall have developed mutually agreed
21 procedures that permit a larger contribution without potentially affecting the
22 percentage of equity securities taken into account under Section 382(g) in
23 determining whether an “ownership change” of the Company has or will occur. In
24 connection with a transfer of equity securities of the Company to the Pilots DC Plan
25 contemplated by the preceding sentence, the Company will amend the Pilots DC Plan
26 as necessary to permit the Pilots DC Plan to hold employer securities in a
27 participant’s separate account.

28
29 The Plan will treat the ALPA Claim no less favorably than any other pre-petition
30 general unsecured non-priority claim against the Company (other than de minimis
31 “convenience class” claims). Provided that the requirement of the preceding sentence
32 is satisfied, nothing herein shall restrict the Company’s ability to classify claims as
33 permitted by law.

34
35 5) ALPA Notes. In the event the Delta Pilots Retirement Plan is terminated, the
36 Company will provide ALPA, on behalf of the Delta pilot group, with the notes as
37 required by Attachment A to this Bankruptcy Protection Covenant (the “ALPA
38 Notes”).

39
40 6) Pension Plan Termination. The Company and ALPA agree that no voluntary,
41 involuntary or distress termination of the Delta Pilots Retirement Plan, the Western
42 Air Lines Pilots Defined Benefit Plan, the Delta Pilots Bridge Plan, or the Delta Pilots
43 Supplemental Annuity Plan will require any waiver, relief, consent, action or
44 approval under the PWA, or under any section of the Bankruptcy Code (including
45 without limitation section 1113 thereof) or under any other law. ALPA agrees not to
46 oppose or object to any voluntary, involuntary or distress termination of any plan

1 listed above. ALPA agrees that the consideration agreed to in the Bankruptcy
2 Restructuring Agreement and this Bankruptcy Protection Covenant is in complete
3 satisfaction of any and all claims and rights of ALPA in connection with the
4 termination of any plan listed above.
5

- 6 7) Pending District Court Proceedings. In the event the Delta Pilots Retirement Plan is
7 terminated, ALPA agrees to (a) withdraw from the appeal proceedings currently
8 pending before Judge Leonard B. Sand in the Southern District of New York – *In re*
9 *Delta Air Lines, Inc.*, Nos. 05 CV 10303 (LBS), 05 CV 10600 (LBS) & 05 CV 10601
10 (LBS) (S.D.N.Y.) (together, the “Appeal”), (b) not refile pleadings in the Appeal and
11 (c) not support, either directly or indirectly, any other party’s pursuit of the Appeal.
12
- 13 8) Restructuring. ALPA agrees not to object to or contest the issuance of equity or other
14 consideration in the Bankruptcy Cases for the Company’s non-pilot employees, in
15 respect of the sacrifices made by them in furtherance of the Company’s effort to
16 restructure or as incentive for the non-pilot employees’ future service to the
17 Company.
18
- 19 9) Plan of Reorganization. The Company will not propose or support any Plan unless
20 such Plan contains the terms specified in subparagraphs (a) – (f) below (the “ALPA
21 Plan Terms” and a Plan containing all of the ALPA Plan Terms, a “Complying Plan”)
22 with respect to the ALPA Notes (in each case, only if required to be issued by
23 Attachment A to this Bankruptcy Protection Covenant) and the ALPA Claim. The
24 Company will oppose any proposed Plan that does not contain the ALPA Plan Terms.
25 The ALPA Plan Terms are:
26 a) The Plan will require the issuance of the ALPA Notes.
27 b) The Plan will treat the ALPA Claim as an allowed general unsecured non-priority
28 claim not subject to reconsideration.
29 c) The Plan will treat the ALPA Claim no less favorably than any other pre-petition
30 general unsecured non-priority claim against the Company (other than de minimis
31 “convenience class” claims). Provided that the requirement of the preceding
32 sentence is satisfied, nothing herein shall restrict the Company’s ability to classify
33 claims as permitted by law.
34 d) The Plan will contain customary findings of fact and conclusions of law
35 confirming that the issuance of the ALPA Notes and all securities on account of
36 the ALPA Claim qualifies for the exemption from registration contained in 11
37 U.S.C. § 1145.
38 e) None of the Plan, the corporate governance documents of the Company or any
39 other agreements of the Company will contain any restrictions on the holder with
40 respect to the transferability of securities issued on account of the ALPA Claim,
41 unless the holder of such securities beneficially owns 5% or more of such
42 securities (except, to the extent ALPA is viewed as one entity at the initial
43 issuance, ALPA).
44 f) The Plan will contain the assumption terms specified in paragraph 1 of this
45 Bankruptcy Protection Covenant. Any exculpation terms in the Plan will comply
46 with paragraph 2 of this Bankruptcy Protection Covenant.

1 10) Termination of Agreement. ALPA may deliver a notice (a “Non-Complying Plan
2 Notice”) in the event that (i) the Company proposes or supports a Plan that does not
3 contain the ALPA Plan Terms or (ii) the bankruptcy court having jurisdiction over the
4 Bankruptcy Cases (the “Bankruptcy Court”) approves a disclosure statement
5 concerning a Plan that does not contain the ALPA Plan Terms. Such notice will
6 identify the areas of non-compliance and must be received by the Company no more
7 than seven (7) business days after bankruptcy court approval of the disclosure
8 statement for the relevant Plan (or no more than seven (7) business days after any
9 material amendment to the Plan subsequent to approval of the disclosure statement).
10 All issues raised in such notice shall be subject to the exclusive jurisdiction of the
11 Bankruptcy Court. If a Non-Complying Plan Notice is timely delivered and not
12 withdrawn by ALPA, the Bankruptcy Restructuring Agreement (including this
13 Bankruptcy Protection Covenant) will terminate upon confirmation of the relevant
14 Plan, unless the Bankruptcy Court first determines that the Plan is a Complying Plan.
15 In the case of a termination pursuant to the preceding sentence, (a) the parties will be
16 governed by the terms of their PWA as in existence prior to the December 2005
17 Interim Agreement signed December 11, 2005 and (b) ALPA will receive an
18 administrative expense claim under section 503(b) of the Bankruptcy Code equal to
19 the labor cost savings under the Bankruptcy Restructuring Agreement from the
20 Effective Date through the date of such termination.

21
22 11) Termination of 2004 BPL. As of the Effective Date, and unless and until this
23 Bankruptcy Protection Covenant terminates in accordance with paragraph 10 hereof,
24 the Bankruptcy Protection Letter dated as of October 29, 2004 (the “2004 BPL”) will
25 have no force and effect.

26
27 12) Bankruptcy Actions. The Company and ALPA will take the following actions in the
28 Bankruptcy Cases:
29 a) The Company will, with the full and active support of ALPA, file and prosecute a
30 motion for approval of the Bankruptcy Restructuring Agreement, including this
31 Bankruptcy Protection Covenant, under section 363 of the Bankruptcy Code and
32 any other applicable sections thereto. Both the motion and the proposed order
33 attached thereto (the “363 Order”) shall be in form and substance reasonably
34 acceptable to ALPA;
35 b) The Company will provide, to the extent reasonably practicable, ALPA’s counsel
36 with copies of, and a reasonable opportunity to comment on, all motions,
37 applications, proposed orders, pleadings and supporting papers prepared by the
38 Company for filing with the Bankruptcy Court relating to court approval of the
39 Bankruptcy Restructuring Agreement, including this Bankruptcy Protection
40 Covenant; and
41 c) Both the Company and ALPA will use their reasonable business efforts to obtain
42 the support of the Official Committee of Unsecured Creditors and other parties
43 and stakeholders for the Bankruptcy Restructuring Agreement, including this
44 Bankruptcy Protection Covenant, and to seek entry of the 363 Order.

LOA #7 – Bankruptcy Protection Covenant

1 13) Bankruptcy Court Jurisdiction. The Company and ALPA agree that the Bankruptcy
2 Court will retain jurisdiction over all matters arising from or related to the
3 implementation of the Bankruptcy Restructuring Agreement, the Bankruptcy
4 Protection Covenant and the 363 Order.

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Attachment A

ALPA Notes

Issuer	The parent or affiliate of reorganized Delta Air Lines, Inc. that issues common equity in connection with the Delta reorganization.
Guarantor	Reorganized Delta Air Lines, Inc. (the operating company), if the operating company is not the Issuer.
Issue	Senior Unsecured Notes (the “Notes”) to be issued no later than one hundred twenty (120) days following the date of the Issuer’s exit from bankruptcy (the “Issuance Date”).
Initial Holder	A trust (which may be tax qualified or non qualified) or other entity not required to be registered under the Investment Company Act of 1940 for the benefit of Delta pilots or Delta pilot retirement accounts (to the extent such account is able to hold the Notes consistent with ERISA and the Internal Revenue Code), with the structure of such trust or entity to be determined by the parties, but which in no event can be a defined benefit plan (qualified or non qualified). Distribution mechanics, eligibility and allocation among such pilots or pilot accounts to be determined by ALPA, and subject to approval by the Company to be exercised only as required to comply with law or regulation. The allocation adopted by ALPA must be capable of being calculated and tracked by computer.
Principal Amount	\$650 million, in denominations of \$1,000.
Term	Up to fifteen (15) years from the Issuance Date.
Amortization	None prior to maturity; full principal to be repaid at maturity.
Interest and Interest Rate	Semi-annually in arrears, in cash, at an annual rate established at issuance which may be fixed or floating, at the option of the Company and which shall ensure that the Notes trade at par on the date of issuance (the “Par Value Interest Rate”). If the parties cannot agree on the Par Value Interest Rate by no later than fifteen (15) days before the issuance of the Notes, then the Par Value Interest Rate will, to the extent consistent in all respects with the availability of the 11 U.S.C. §1145 exemption, be determined as follows: (i) the Initial Holder will choose a nationally-recognized financial institution acceptable to the Company in its sole discretion (the “Bank”), (ii) the Bank will determine the lowest interest rate that will ensure that the Notes would be purchased at par value in an immediate sale of the Notes into the market by the

LOA #7 – Bankruptcy Protection Covenant

Initial Holder and (iii) such interest rate will be set as the Par Value Interest Rate. 50% of the Bank's fees for this service will be paid by the Issuer and 50% will be paid from the proceeds of the issuance of the Notes.

Security	None.
Ranking	Pari passu to all current and future senior unsecured debt; senior to all current and future subordinated debt; junior to all existing and future customary secured indebtedness.
Transferability	The Notes shall be issued under 11 U.S.C. §1145 and shall be freely transferable by the Holders in compliance with 11 U.S.C. §1145 without further registration under the Securities Act of 1933. The Plan of Reorganization shall provide, and the Confirmation Order with respect to the Plan of Reorganization shall order, that the issuance of the Notes is entitled to the exemption from registration provided under 11 U.S.C. §1145.
Call Rights	To be determined, at the Company's option provided that the Notes shall be priced to trade at par value on issuance on the basis of the call rights contained in the Notes.
Trustee	A nationally recognized institutional trustee selected by ALPA and the Company.
Other Terms and Conditions	The Notes are intended to be public market securities and shall be priced so that they trade at par value on issuance. The documentation of the Notes shall be based on the Issuer's November 24, 2004 Indenture (as amended to the date hereof) and this term sheet.
Implementation	ALPA and the Company will coordinate any sale or distribution of the Notes so that such sale or distribution does not unreasonably interfere with capital markets activities of the Company.
Company Option	At any time on or before the Issuance Date, the Issuer may make a cash payment to the Initial Holder in any amount up to the Principal Amount, in which case the principal amount of the Notes shall be reduced by such cash payment upon the receipt of such cash payment by the Initial Holder. The Issuer will have no obligation to issue the Notes if the Issuer makes a cash payment under this provision equal to the total Principal Amount.

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LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

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”) signed June 1, 2006.

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 #8 – Recovery Compact

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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

MONEY PURCHASE PENSION PLAN TERMINATION

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”) signed June 1, 2006; and

WHEREAS the Company and the Association desire to amend the PWA so as to terminate the Money Purchase Pension Plan (MPPP).

NOW, THEREFORE, it is mutually agreed:

A. Termination Procedures		
1	MPPP termination date	MPPP termination date will be May 31, 2006, or as soon thereafter as practicable but no later than June 30, 2006.
2	IRS determination letter	The Company will not request a determination letter from the IRS.
3	Timing of distribution to plan participants	The MPPP distribution date will be as soon as practicable after the MPPP termination date.

LOA #9 – Money Purchase Pension Plan Termination

4	Distribution options	<p>Each MPPP participant will be entitled to elect from the following distribution options:</p> <ol style="list-style-type: none"> 1. Cash 2. Rollover to IRA designated by participant 3. Rollover to qualified plan designated by participant (plan must accept rollovers) 4. Rollover to Delta Family Care Savings Plan (401(k) Plan) 5. Purchase of insurance company immediate or deferred annuity. (Note: Per Plan Section 6.10: All commissions, premium tax or other expenses related to the purchase of an annuity shall be borne by the Company, to a maximum of \$500.00 per annuity; any expenses in excess of \$500.00 shall be borne by the participant's account.) <p>In the event a MPPP participant fails to elect a distribution option within the specified election period, the participant will be deemed to have elected an annuity.</p>
5	Expense of maintaining separate rollover account under Delta Family Care Savings Plan	Paid by Company.
6	Expenses related to termination and distribution	Paid by Company.
7	Segregation and Investment of MPPP Assets	<p>On the MPPP termination date, cash equal to the aggregate balance of all participants' MPPP accounts on the MPPP termination date will be transferred to a segregated account. The participants' aggregate balance on the MPPP termination date will be determined by including any partial calendar quarter gains and losses through the close of the New York Stock Exchange on the MPPP termination date. Pending distribution to participants, the segregated account will be invested in a money market fund (or similar short term fixed income investment).</p>
8	Information provided to Association	<p>The Company will provide to the Association:</p> <ol style="list-style-type: none"> (a) Individual and aggregate data setting forth the value of MPPP accounts at MPPP termination date and at MPPP distribution date. (b) Regular updates on progress of MPPP termination and distribution process.
9	Information provided to participants	<p>The Company will provide each participant with a statement of his or her account at MPPP termination date and at MPPP distribution date. This statement may be electronic.</p>

LOA #9 – Money Purchase Pension Plan Termination

10	USERRA contributions for pilots returning after plan termination	USERRA required contributions, if any, the Company owes with respect to the MPPP, after termination of the MPPP, will instead be contributed on behalf of the participant to the Delta Pilots Defined Contribution Plan.
11	Grievances	The Benefit Review Board process will apply to grievances arising with respect to the process of termination of the MPPP and distribution of the assets of the MPPP (amount in dispute must exceed \$1,000 in the case of a benefit claim denial).
12	Other issues	The Company and the Association will meet and confer to reach agreement on any other issues that arise with respect to the MPPP termination.
13	Plan amendment	In lieu of the plan amendment procedure set forth in the PWA, the Company will provide the Association a draft amendment to the MPPP to reflect the termination of the MPPP under this LOA by May 10, 2006, or as soon thereafter as practicable but no later than June 10, 2006, and the Company and the Association will meet and confer thereafter as frequently as necessary to reach agreement on final wording of the plan amendment by May 31, 2006, or as soon thereafter as practicable, but no later than June 30, 2006.
B. Calculation of MPPP Offset to Benefits under Pilots Retirement Plan and D&S Plan		
1	Assumptions for calculating offset to Pilots Retirement Plan, Bridge Plan and Supplemental Annuity Plan attributable to MPPP	The MPPP offset will be calculated using an MPPP account balance projected to the date benefits commence under the defined benefit plans, converted to an equivalent annuity using an annuity factor derived from an interest rate of 6.5% and male mortality rates from the 1983 Group Annuity Mortality Table. Such account balance will be equal to the actual MPPP balance as of the MPPP Distribution Date projected to the date benefits commence under the DB Plan, assuming an investment return of 6.5% per year. Sample factors are shown on Exhibit A to this LOA #10. (Note: Exhibit A shows factors applicable at ages that are whole integers; interpolation will be applied to determine factors for ages between whole integers.)

1

2 C. The terms of the MPPP are incorporated by reference into the PWA. The terms of the
3 Plan, as amended, will control in the event of any conflict or difference between
4 **Section 26** and such Plan terms.

5

6 D. This LOA will become effective upon its date of signing and remain in effect
7 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

OCEAN CROSSING MODIFICATION

This LETTER OF AGREEMENT is made and entered 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”) signed June 1, 2006; and

WHEREAS the Company scheduled, publicized and published a daily flight from Atlanta to Johannesburg, South Africa with an intermediate stop in Dakar, Senegal; and

WHEREAS the Company later determined and advised the Association that such intermediate stop caused an inadvertent violation of *Section 12 D. 1.*; and

WHEREAS the Company and the Association desire to remedy such inadvertent violation by amending the PWA in order to continue to operate such flight in a contractually permissible manner and to resolve this matter to the satisfaction of the Company and the Association.

NOW THEREFORE, it is mutually agreed:

1.

Amend the definition of ocean crossing (*Sections 2 A. 147., 12 A. 13., and 16 A. 2.*) to read:

“Ocean crossing” means a flight segment:

- a. across the Atlantic Ocean, or
- b. across the Pacific Ocean, as follows:
 - 1) between the North American continent and the Hawaiian Islands,

- 2) between the Hawaiian Islands and any point west of the 160 degree meridian,
 - 3) from the North American continent to a point west of the 160 degree meridian,
 - 4) from a Pacific Rim airport to Australia and/or New Zealand,
- or
- c. to or from an airport in South America, as follows:
 - 1) between the United States and any point south of the equator on the South American continent, and
 - 2) any flight segment scheduled for greater than eight hours to, within or from the South American continent,
- or
- d. to or from an airport in Europe that crosses latitude 36°N. and/or longitude 45°E.,
- or
- e. to or from an airport in Africa, as follows:
 - 1) between the United States and any point on the African continent, and
 - 2) any flight segment scheduled for greater than eight hours to, within or from the African continent.

2.

Amend *Section 5 C.* to read:

C. Crew Meals

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

1. an international operation involving an ocean crossing,
2. an operation scheduled for over five hours and thirty minutes block-to-block, and
3. an operation comprising a roundtrip to or from an airport, or between airports, outside the contiguous 48 states of the United States in a single duty period.

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

3.

Amend *Section 12 D. 2.* to add the following exception:

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:
 - a) the flight crew is augmented with a relief crew, and
 - b) there are one or two scheduled landings.
- 2) the time from scheduled report to scheduled release if:
 - a) the flight crew is augmented with a relief crew, and
 - b) the duty period contains only one scheduled landing.

4.

Add a new *Section 16 L.* to read:

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.

5.

Amend *Section 24 J. 3.* Exception to add a new o. to read:

- o. Pilot members of the IFOT while participating in IFOT duties.

6.

Amend *Section 24 J. 5. Note* to read:

Note: *Section 24 J. 5.* will not apply to ALPA FOQA monitoring team members or ALPA IFOT members.

7.

Amend *Section 23 G. 5.* to read:

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 and will be subject to recovery flying. The Company will attempt to notify the pilot of his removal and any assigned recovery flying at least 12 hours prior to the report time of his originally scheduled rotation. If a notification attempt is not made at least 12 hours prior to the scheduled report of his originally scheduled rotation, the pilot will have no recovery obligation. The pilot will be subject to recovery flying as follows:
 - 1) A pilot who has acknowledged his recovery flying no later than three hours prior to the report time of his originally scheduled rotation:
 - a) must be scheduled to be released no later than four hours from the scheduled release of his original rotation, or the same calendar day, whichever is later.
 - b) may be scheduled for a single recovery rotation that originates on any day of the originally scheduled rotation.
 - c) may not be scheduled for recovery flying which reports prior to his originally scheduled report time.
 - d) may enter his preferences for 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.

Note: If the assignment to recovery flying is being made within 24 hours of the scheduled report of the originally scheduled rotation and the recovery flying reports on the same day as the originally scheduled rotation, such pilot will only be assigned a rotation after white slips in *Section 23 N. 2.* If the recovery flying reports on a calendar day subsequent to the date of the originally scheduled rotation, such assignment will be made prior to any assignments made under *Section 23 N. 1.*
 - 2) If the pilot has not acknowledged his recovery flying three hours prior to the report of his originally scheduled rotation, the pilot is subject to recovery flying under *Section 23 K. 1.* If the recovery flying includes a transoceanic duty period as the last duty period of the rotation, the release time of the recovery flying will be no more than 30 hours after the originally scheduled 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 have the option of being removed or flying the rotation, provided he notifies the Company of his choice at the time of the first attempted contact to advise of the removal. If the senior First Officer is unavailable for contact, he will be the First Officer who is removed unless he has indicated a preference in DBMS to not be removed.

8.

Amend *Section 23 K. 1.* to read:

A regular pilot who is removed from a rotation due to IROPS affecting his rotation (other than an FAR 30-in-7 conflict) or under *Section 23 G. 5. a. 2)* and . . .

9.

Amend *Section 23 N.* to add a new *N. 3.* and re-number all subsequent items:

- 1. Pilots subject to recovery flying under *Section 23 K. 1.*
- ...
- 3. Pilots subject to recovery flying under *Section 23 G. 5. a. 1) Note*, (OE recovery)

10.

The IFOT will meet immediately to discuss and resolve issues with the BOM, ICN, LOS, PVG, and DXB flights.

11.

The provisions of this Letter of Agreement will become effective on March 1, 2007, unless otherwise indicated below, and will remain in effect concurrent with the PWA.

- A. The provisions of amended *Section 5 C.* will become effective April 1, 2007.
- B. The provisions of amended *Section 23 G. 5.* will become effective April 1, 2007.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement, this 23rd day of February, 2007.

FOR THE COMPANY

FOR THE ASSOCIATION

Geraldine P. Carolan
Vice President - Labor Relations

Captain John H. Prater
President

Captain Steve Dickson
Vice President - Flight Operations

Captain Donald L. Moak
Chairman, Delta MEC

WITNESS:

WITNESS:

Donald P. Filer
Manager – Labor Relations

Captain Tim O’Malley
Chairman, MEC Negotiating
Committee

Terry L. Gabbert
Manager – Labor Relations

Captain Randy Worrall
MEC Negotiating Committee

Captain Rick Dominguez
MEC Negotiating Committee

William Elliott
MEC Coordinator

LOA #9 – Money Purchase Pension Plan Termination

Factor To Calculate Annual MPPP Offset at Defined Benefit Plan Benefit Commencement*

Exhibit A

Age at MPPP Distribution Date	Age When Defined Benefit Plan Benefits Commence										
	50	51	52	53	54	55	56	57	58	59	60
30	0.277584	0.299384	0.323097	0.348922	0.377085	0.407847	0.441503	0.478395	0.518907	0.563471	0.612568
31	0.260642	0.281112	0.303378	0.327626	0.354071	0.382954	0.414556	0.449197	0.487237	0.529081	0.575181
32	0.244735	0.263955	0.284862	0.307630	0.332461	0.359582	0.389255	0.421781	0.457499	0.496790	0.540076
33	0.229798	0.247845	0.267476	0.288855	0.312170	0.337635	0.365498	0.396038	0.429577	0.466469	0.507114
34	0.215773	0.232718	0.251151	0.271225	0.293117	0.317029	0.343190	0.371867	0.403358	0.437999	0.476163
35	0.202603	0.218515	0.235822	0.254671	0.275227	0.297679	0.322244	0.349171	0.378740	0.411267	0.447102
36	0.190238	0.205178	0.221429	0.239128	0.258430	0.279511	0.302577	0.327860	0.355625	0.386166	0.419814
37	0.178627	0.192656	0.207915	0.224533	0.242657	0.262452	0.284110	0.307850	0.333920	0.362597	0.394191
38	0.167725	0.180897	0.195225	0.210829	0.227847	0.246434	0.266770	0.289061	0.313540	0.340467	0.370133
39	0.157488	0.169857	0.183310	0.197962	0.213941	0.231393	0.250488	0.271419	0.294404	0.319687	0.347542
40	0.147876	0.159490	0.172122	0.185880	0.200883	0.217270	0.235200	0.254853	0.276435	0.300176	0.326331
41	0.138851	0.149756	0.161617	0.174535	0.188623	0.204010	0.220845	0.239299	0.259564	0.281855	0.306414
42	0.130376	0.140616	0.151753	0.163883	0.177111	0.191559	0.207366	0.224694	0.243722	0.264653	0.287713
43	0.122419	0.132034	0.142491	0.153880	0.166301	0.179867	0.194710	0.210980	0.228847	0.248500	0.270153
44	0.114948	0.123975	0.133795	0.144489	0.156151	0.168889	0.182826	0.198103	0.214880	0.233334	0.253664
45	0.107932	0.116409	0.125629	0.135670	0.146621	0.158582	0.171668	0.186012	0.201765	0.219093	0.238183
46	0.101345	0.109304	0.117961	0.127390	0.137672	0.148903	0.161191	0.174660	0.189451	0.205721	0.223646
47	0.095159	0.102633	0.110762	0.119615	0.129270	0.139815	0.151353	0.164000	0.177888	0.193165	0.209996
48	0.089351	0.096369	0.104002	0.112314	0.121380	0.131282	0.142115	0.153990	0.167031	0.181376	0.197179
49	0.083898	0.090487	0.097654	0.105459	0.113972	0.123269	0.133441	0.144592	0.156836	0.170306	0.185145
50	0.078778	0.084964	0.091694	0.099023	0.107016	0.115746	0.125297	0.135767	0.147264	0.159911	0.173845
51		0.079779	0.086098	0.092979	0.100484	0.108681	0.117650	0.127481	0.138276	0.150152	0.163235
52			0.080843	0.087305	0.094351	0.102048	0.110469	0.119700	0.129837	0.140987	0.153272
53				0.081976	0.088593	0.095820	0.103727	0.112395	0.121913	0.132383	0.143917
54					0.083186	0.089972	0.097396	0.105535	0.114472	0.124303	0.135134
55						0.084481	0.091452	0.099094	0.107485	0.116716	0.126886
56							0.085870	0.093046	0.100925	0.109593	0.119142
57								0.087367	0.094765	0.102904	0.111870
58									0.088982	0.096623	0.105043
59										0.090726	0.098631
60											0.092612

* To calculate the annual MPPP offset, multiply the MPPP balance at MPPP distribution date by the appropriate factor above. These factors assume a 6.5% theoretical annual return on the MPPP balance from MPPP distribution date to Defined Benefit Plan benefit commencement date and annuity conversion using a 6.5% interest rate and the male mortality rates from the 1983 Group Annuity Mortality Table.

GAM 83 M 6.5% Immediate Annuity Factor	12.693974	12.534664	12.369677	12.198682	12.021281	11.837048	11.645456	11.445986	11.238268	11.022165	10.797769
Interest Rate for Projecting MPPP	6.50%										

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") signed June 1, 2006; 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 Retirement Plan
- (2) Delta Pilots Money Purchase Pension Plan
- (3) Western Air Lines, Inc. Pilots Defined Benefit Pension Plan ("D-Plan")
- (4) Delta Pilots Bridge Plan
- (5) Delta Pilots Supplemental Annuity Plan
- (6) Delta Pilots Defined Contribution Plan
- (7) Delta Pilots Disability and Survivorship Plan
- (8) 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:

LOA #10 – Benefit Review Board

- a. the DFCMP, and
- b. the DPMP.

Note: The DFCMP 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 arising on or after September 1, 2001:
 - 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 arising on or after September 1, 2001 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 paragraph 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.

- 1 (d) Quorum and Voting Requirement. Three members of the Benefit Board will
2 constitute a quorum for the transaction of business. No proxies will be allowed. All
3 actions and decisions of the Benefit Board will be by the affirmative vote of not less
4 than three members. Where two Company-appointed members and two Association-
5 appointed members are present, each member will cast one vote. If only one
6 Company-appointed member or only one Association-appointed member is present,
7 that member will cast two votes. A deadlock of a Four-Member Benefit Board may
8 be resolved by the Five-Member Benefit Board.
- 9 (e) Meetings and Hearings. The Benefit Board will meet quarterly if there are appeals or
10 Disputes to be decided. Meeting and hearing dates and times will be fixed by mutual
11 agreement between the Company and Association Benefit Board members. A Benefit
12 claim denial or Dispute will be scheduled for consideration by the Benefit Board at a
13 meeting or hearing that is at least 30 days after the filing of the appeal, or, in a
14 Dispute, at least 30 days after the filing of the request for a hearing. Meetings and
15 hearings will be held at the Company's headquarters, unless the Benefit Board agrees
16 to a different location. Meetings and hearings may also be held via telephone
17 conference call if all members agree to the call. The Benefit Board may take action
18 without a meeting or telephone conference call by unanimous written consent
19 evidenced by a writing signed by all its members.
- 20 (f) Records. Each Benefit Board will maintain records reflecting the conduct of its
21 business.
- 22 (g) Compensation and Expenses. The Association and the Company will assume the
23 costs of the compensation and expenses of its appointed Benefit Board members and
24 summoned witnesses. Expenses of the Benefit Board that are jointly authorized by
25 the Chairman and the Vice-Chairman will be shared equally by the Association and
26 the Company. The cost of the reasonable expenses and compensation of the neutral
27 member of a Five Member Benefit Board will be shared equally by the Association
28 and the Company.

30 **3.**

31 **Jurisdiction of the Benefit Board**

32
33 The Benefit Board will have jurisdiction only to decide a Dispute or a Benefit claim
34 denial, as described in paragraph 3. (a) and (b) of this LOA.

- 35
36 (a) Jurisdiction- Benefit Claim Denial. The Benefit Board will have the exclusive
37 jurisdiction to hear and decide a Benefit claim that:
38 1) is in excess of \$1,000, and
39 2) has been denied and properly appealed to the Benefit Board after exhaustion
40 of all administrative remedies available in the Plan under which the Benefit
41 claim was made, and
42 3) has been appealed in compliance with paragraph 5. of this LOA.
- 43 (b) Jurisdiction-Dispute. The Benefit Board will have the exclusive jurisdiction to hear
44 and determine each Dispute filed by the Association under paragraph 6. of this LOA.
- 45 (c) Final and Binding Decision. The decision of the Benefit Board on a Benefit claim or
46 Dispute over which it has jurisdiction (whether rendered by a Four-Member Benefit

1 Board or by the Five-Member Benefit Board) will be final and binding with respect to
2 that Benefit claim or Dispute, on all individuals and entities, including (but not
3 limited to) Participants, the Company, the Association, the Plan Administrator, and
4 their successors and assigns. All parties will comply promptly with a decision of the
5 Benefit Board. A decision of the Benefit Board that exceeds its jurisdiction will be
6 neither final nor binding.

7
8 **4.**

9 **Procedure to File a Benefit Claim**

- 10
11 (a) A benefit claim will, in accordance with the procedures set forth in the applicable
12 Plan, be:
13 1) filed by the Participant, and
14 2) adjudicated under the Plan.
15 (b) If a benefit claim is denied, the appeal process available under the Plan must be
16 exhausted and a final denial rendered by the Plan, before an appeal to the Benefit
17 Board can be filed.

18
19 **5.**

20 **Appeal to the Benefit Board of a Benefit Claim Denial**

- 21
22 (a) Filing of appeal. To appeal the Plan’s final denial of a benefit claim to the Benefit
23 Board, a Participant must file an appeal in writing with the Company’s Vice President
24 – Worldwide Benefits and Health Resources (Department 844, ATG) and with the
25 Association’s MEC Contract Administration Committee Chairman. Such appeal must
26 be filed within 120 days from the date of issuance of the final denial of the Benefit
27 claim by the Plan. The Benefit Board will have no jurisdiction to hear or decide a
28 Benefit claim denial that has not been appealed within such time limit.
29 (b) Content of appeal. The appeal must include the issue(s) to be decided by the Benefit
30 Board, a statement of the specific facts over which the benefit claim denial arose, the
31 dollar amount of the claim involved, a reference to the provision(s) of the Plan upon
32 which the Participant relies, the position of the Participant on the issue(s) and any
33 evidence or document(s) which supports the Participant’s appeal. The appeal must
34 state whether the Participant requests a hearing and/or oral argument, or whether the
35 Participant wishes to have the appeal decided on the basis of the written appeal only.
36 The Benefit Board will have no jurisdiction to hear or decide any appeal that does not
37 comply with these requirements.
38 (c) Evidence. In making its decision, the only evidence the Benefit Board will consider
39 will be the evidence that was presented during the Plan’s internal claim review and
40 decision process. The Plan Administrator will provide such evidence to the Benefit
41 Board at least 30 days prior to the date on which the Benefit Board will consider the
42 appeal. The Participant will execute whatever authorization(s) for release of medical
43 or other records is required to enable the Plan Administrator to comply with this
44 provision.
45 (d) Summoning of Witnesses Employed by Company. The Benefit Board will summon
46 any employee of the Company or the Association at the request of a majority of the

- 1 Benefit Board members appointed to decide the appeal, or an Association or
2 Company attorney. The number of witnesses summoned at any one time shall not be
3 greater than the number that can be spared from the operation of the Company or the
4 Association.
- 5 (e) Power to Decide Appeal. In exercising its power to decide an appeal of a Benefit
6 claim denial, the Benefit Board is the System Benefit Board of Adjustment as
7 provided in Title II of the Railway Labor Act, as amended.
- 8 (f) Responsive Statement. The Plan Administrator, the Company, and/or the Association
9 may file a responsive statement to the appeal. Such responsive statement must be
10 filed with the same individuals with whom the appeal was filed, within 60 days of the
11 date such party received the appeal. Each responsive statement will include that
12 party's position and all assertions supporting such position.
- 13 (g) Standard of Review. In deciding an appeal of a benefit claim denial, the Benefit
14 Board can reverse, alter, or modify the benefit claim denial only if it finds that the
15 final denial rendered by the Plan was arbitrary and capricious.
- 16 (h) Extent of Power in Deciding Appeal. Under the standard of review set forth in
17 paragraph 5. (g) of this LOA, the Benefit Board may sustain, reverse, alter, or modify
18 a benefit claim denial and order payment of that benefit claim by the Plan. However,
19 the Benefit Board will not have jurisdiction or power to add to or subtract from a
20 Plan, to issue any decisions that would jeopardize a Plan's tax qualified status or
21 issue any decisions that would subject any person or entity to a co-fiduciary liability
22 claim under ERISA for failure to preserve a Plan's assets in the best interests of the
23 participants and beneficiaries.
- 24 (i) Timing of Decision on Appeal. A Four-Member Benefit Board will make every
25 reasonable effort to render its decision on an appeal no later than 60 days after the
26 date the appeal was considered (or 120 days if special circumstances require an
27 extension of time). If such an extension of time is required, the Chairman of the
28 Benefit Board will provide written notice of the extension to the Participant and other
29 involved parties. These deadlines may be waived by agreement of the parties to the
30 appeal.
- 31 (j) Decision on Appeal. The Benefit Board's majority decision on the appeal will:
32 (1) be in writing;
33 (2) be written in a manner calculated to be understood by the Participant;
34 (3) include the specific reasons for the decision; and
35 (4) include specific references to the pertinent Plan provisions on which the
36 decision is based.

37 **6.**

38 **Disputes**

- 39
- 40 (a) Filing of Dispute. A Dispute must be filed in writing with the Company's Vice
41 President – Worldwide Benefits and Health Resources (Department 948, ATG)
42 within 120 days after the date on which the Association knew or should reasonably
43 have been expected to know of the application or interpretation giving rise to the
44 Dispute. If such Dispute is not resolved to the satisfaction of the Association within
45 90 days of the date of the submission, the Dispute, at the request of the Association or

1 the Company, will be scheduled for consideration by the Four-Member Benefit Board
2 at a meeting or hearing that is at least 30 days after the date of the request.

3 (b) Content of Dispute. A Dispute filed under paragraph 6. (a) of this LOA, must be
4 clearly labeled as such, must include a statement of the issue to be decided, a citation
5 of the specific provisions of the Plan giving rise to the Dispute, the position of the
6 Association, all assertions (of fact or law) supporting such position, any evidence or
7 document(s) on which the Association relies to support its position and a statement of
8 the specific relief sought. The Dispute must state whether the Association requests a
9 hearing/oral argument, or whether the Association wishes to have the Dispute decided
10 on the basis of the written Dispute only. The Benefit Board will have no jurisdiction
11 to hear or decide any Dispute that does not comply with these requirements.

12 (c) Evidence. Evidence may be presented to the Benefit Board either orally or in writing
13 or both.

14 (d) Summoning of Witnesses Employed by Company. The Benefit Board will summon
15 any employee of the Company or the Association at the request of a majority of the
16 Benefit Board members appointed to decide the Dispute, or an Association or
17 Company attorney. The number of witnesses summoned at any one time shall not be
18 greater than the number that can be spared from the operation of the Company or the
19 Association.

20 (e) Power to Decide Dispute. In exercising its power to decide a Dispute, the Benefit
21 Board is the System Benefit Board of Adjustment as provided in Title II of the
22 Railway Labor Act, as amended.

23 (f) Responsive Statement. The Plan Administrator and/or the Company may (but need
24 not) file a responsive statement to the Dispute. Such responsive statement must be
25 filed with the Association within 60 days of the Company or Association request for
26 consideration of the Dispute by a Four-Member Benefit Board. Each responsive
27 statement will include the Plan Administrator's and/or the Company's position and
28 all assertions supporting such position. The responsive statement may request a
29 hearing/oral argument before the Benefit Board, which will be granted.

30 (g) Burden of Proof. The Benefit Board can resolve a Dispute in favor of the Association
31 only if the Association proves, by clear and convincing evidence, that the Plan
32 Administrator's interpretation or application of the protested provisions of the Plan is
33 not reasonable. The standard for "reasonable" will be whether the Plan Administrator
34 acted with the care, skill, prudence and diligence under the circumstances then
35 prevailing that a prudent man acting in a like capacity and familiar with such matters
36 would use in the conduct of an enterprise of a like character and with like aims. The
37 Benefit Board will not have jurisdiction or power to add to or subtract from a Plan, to
38 issue any decisions that would jeopardize a Plan's tax qualified status or issue any
39 decisions that would subject any person or entity to a co-fiduciary liability claim
40 under ERISA for failure to preserve a Plan's assets in the best interests of the
41 participants and beneficiaries. The Benefit Board will have the jurisdiction and power
42 only to order the Plan Administrator to comply with the Benefit Board's decision on
43 the interpretation or application of the disputed Plan provisions.

44 (h) Timing of Decision on Dispute. A Four-Member Benefit Board will make every
45 reasonable effort to render its decision on a Dispute no later than 60 days after the
46 date the Dispute was considered and the record closed (or 120 days if special

1 circumstances require an extension of time). If such an extension of time is required,
2 the Chairman of the Benefit Board will provide written notice of the extension to the
3 Association and the Company. These deadlines may be waived by agreement of the
4 parties to the Dispute.

- 5 (i) Form and Content of Decision on Dispute. The Benefit Board's majority decision on
6 the Dispute will be in writing, include the specific reasons for the decision and
7 include specific references to the pertinent provisions on which the decision is based.
8

9 **7.**

10 **Four-Member Benefit Board and Five-Member Benefit Board**

- 11
- 12 (a) Deadlock of Four-Member Benefit Board. A deadlock of a Four-Member Benefit
13 Board will exist in any appeal of a Benefit claim denial or in any Dispute, if two
14 members of the Benefit Board declare a deadlock or the Benefit Board does not reach
15 a decision within 60 days (120 days in the event special circumstances require an
16 extension of time) of the closing of the record on the meeting or hearing. The
17 Chairman of the Benefit Board will notify the other Benefit Board members, the
18 Participant, the Association's MEC Contract Administration Committee Chairman
19 and the Company's Vice President-Worldwide Benefits and Health Resources, in
20 writing of the fact that a deadlock exists.
- 21 (b) Five-Member Benefit Board Composition. The Association and the Company will
22 establish and maintain a standing list of seven neutral members to serve on a Five
23 Member Benefit Board in the event of a deadlock of the Four-Member Benefit Board.
24 Such neutral members will be persons knowledgeable of employee benefit plans.
- 25 (c) Five-Member Benefit Board Scheduling. Following a deadlock, the Participant, the
26 Association or the Company may request a hearing before a Five-Member Benefit
27 Board by making a written request to the Chairman of the Four-Member Benefit
28 Board, that a neutral member be selected. Within 30 days of receipt of the request,
29 the Benefit Board will select a neutral member from the standing list, utilizing the
30 alternate strike-off method. The parties will alternately strike first in successive
31 appeals or Disputes. The hearing will be scheduled as soon as possible, depending
32 upon the neutral member's availability.

LOA #10 – Benefit Review Board

- 1 (d) Decision of the Five-Member Benefit Board. Unless otherwise agreed by the
2 Company and the Association, the Five-Member Benefit Board will render its
3 decision within 90 days after the date the neutral member closes the record.
4 Exception: If the Five-Member Benefit Board is unable to meet this time limit, the
5 neutral member will, prior to the expiration of the 90 day period, notify the
6 Participant, the Association and the Company of an anticipated date for the rendering
7 of a decision.
- 8 (e) Bonding and Insurance. Upon his written request, the Company will secure fidelity
9 bonding for the neutral member of the Benefit Board. The Company and the
10 Association will share the expense of such bond equally.

11
12 **8.**

13 **Effective Date**

14
15 This LOA will become effective upon its date of signing and remain in effect
16 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

OCEAN CROSSING MODIFICATION

This LETTER OF AGREEMENT is made and entered 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”) signed June 1, 2006; and

WHEREAS the Company scheduled, publicized and published a daily flight from Atlanta to Johannesburg, South Africa with an intermediate stop in Dakar, Senegal; and

WHEREAS the Company later determined and advised the Association that such intermediate stop caused an inadvertent violation of *Section 12 D. 1.*; and

WHEREAS the Company and the Association desire to remedy such inadvertent violation by amending the PWA in order to continue to operate such flight in a contractually permissible manner and to resolve this matter to the satisfaction of the Company and the Association.

NOW THEREFORE, it is mutually agreed:

1.

Amend the definition of ocean crossing (*Sections 2 A. 147., 12 A. 13., and 16 A. 2.*) to read:

“Ocean crossing” means a flight segment:

- a. across the Atlantic Ocean, or
- b. across the Pacific Ocean, as follows:
 - 1) between the North American continent and the Hawaiian Islands,

- 2) between the Hawaiian Islands and any point west of the 160 degree meridian,
 - 3) from the North American continent to a point west of the 160 degree meridian,
 - 4) from a Pacific Rim airport to Australia and/or New Zealand,
- or
- c. to or from an airport in South America, as follows:
 - 1) between the United States and any point south of the equator on the South American continent, and
 - 2) any flight segment scheduled for greater than eight hours to, within or from the South American continent,
- or
- d. to or from an airport in Europe that crosses latitude 36°N. and/or longitude 45°E.,
- or
- e. to or from an airport in Africa, as follows:
 - 1) between the United States and any point on the African continent, and
 - 2) any flight segment scheduled for greater than eight hours to, within or from the African continent.

2.

Amend *Section 5 C.* to read:

C. Crew Meals

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

1. an international operation involving an ocean crossing,
2. an operation scheduled for over five hours and thirty minutes block-to-block, and
3. an operation comprising a roundtrip to or from an airport, or between airports, outside the contiguous 48 states of the United States in a single duty period.

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

3.

Amend *Section 12 D. 2.* to add the following exception:

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:
 - a) the flight crew is augmented with a relief crew, and
 - b) there are one or two scheduled landings.
- 2) the time from scheduled report to scheduled release if:
 - a) the flight crew is augmented with a relief crew, and
 - b) the duty period contains only one scheduled landing.

4.

Add a new *Section 16 L.* to read:

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.

5.

Amend *Section 24 J. 3.* Exception to add a new o. to read:

- o. Pilot members of the IFOT while participating in IFOT duties.

6.

Amend *Section 24 J. 5. Note* to read:

Note: *Section 24 J. 5.* will not apply to ALPA FOQA monitoring team members or ALPA IFOT members.

7.

Amend *Section 23 G. 5.* to read:

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 and will be subject to recovery flying. The Company will attempt to notify the pilot of his removal and any assigned recovery flying at least 12 hours prior to the report time of his originally scheduled rotation. If a notification attempt is not made at least 12 hours prior to the scheduled report of his originally scheduled rotation, the pilot will have no recovery obligation. The pilot will be subject to recovery flying as follows:
 - 1) A pilot who has acknowledged his recovery flying no later than three hours prior to the report time of his originally scheduled rotation:
 - a) must be scheduled to be released no later than four hours from the scheduled release of his original rotation, or the same calendar day, whichever is later.
 - b) may be scheduled for a single recovery rotation that originates on any day of the originally scheduled rotation.
 - c) may not be scheduled for recovery flying which reports prior to his originally scheduled report time.
 - d) may enter his preferences for 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.

Note: If the assignment to recovery flying is being made within 24 hours of the scheduled report of the originally scheduled rotation and the recovery flying reports on the same day as the originally scheduled rotation, such pilot will only be assigned a rotation after white slips in *Section 23 N. 2.* If the recovery flying reports on a calendar day subsequent to the date of the originally scheduled rotation, such assignment will be made prior to any assignments made under *Section 23 N. 1.*
 - 2) If the pilot has not acknowledged his recovery flying three hours prior to the report of his originally scheduled rotation, the pilot is subject to recovery flying under *Section 23 K. 1.* If the recovery flying includes a transoceanic duty period as the last duty period of the rotation, the release time of the recovery flying will be no more than 30 hours after the originally scheduled 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 have the option of being removed or flying the rotation, provided he notifies the Company of his choice at the time of the first attempted contact to advise of the removal. If the senior First Officer is unavailable for contact, he will be the First Officer who is removed unless he has indicated a preference in DBMS to not be removed.

8.

Amend *Section 23 K. 1.* to read:

A regular pilot who is removed from a rotation due to IROPS affecting his rotation (other than an FAR 30-in-7 conflict) or under *Section 23 G. 5. a. 2)* and . . .

9.

Amend *Section 23 N.* to add a new *N. 3.* and re-number all subsequent items:

- 1. Pilots subject to recovery flying under *Section 23 K. 1.*
- ...
- 3. Pilots subject to recovery flying under *Section 23 G. 5. a. 1) Note*, (OE recovery)

10.

The IFOT will meet immediately to discuss and resolve issues with the BOM, ICN, LOS, PVG, and DXB flights.

11.

The provisions of this Letter of Agreement will become effective on March 1, 2007, unless otherwise indicated below, and will remain in effect concurrent with the PWA.

- A. The provisions of amended *Section 5 C.* will become effective April 1, 2007.
- B. The provisions of amended *Section 23 G. 5.* will become effective April 1, 2007.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement, this 23rd day of February, 2007.

FOR THE COMPANY

FOR THE ASSOCIATION

Geraldine P. Carolan
Vice President - Labor Relations

Captain John H. Prater
President

Captain Steve Dickson
Vice President - Flight Operations

Captain Donald L. Moak
Chairman, Delta MEC

WITNESS:

WITNESS:

Donald P. Filer
Manager – Labor Relations

Captain Tim O’Malley
Chairman, MEC Negotiating
Committee

Terry L. Gabbert
Manager – Labor Relations

Captain Randy Worrall
MEC Negotiating Committee

Captain Rick Dominguez
MEC Negotiating Committee

William Elliott
MEC Coordinator

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

FAA PHYSICAL EXAMINATION REIMBURSEMENT MODIFICATION

This LETTER OF AGREEMENT is made and entered 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”) signed June 1, 2006; and

WHEREAS the Company and the Association recognize the reimbursement for FAA First Class Medical Certificate physical examinations (“FAA physicals”) is currently a non-standard, manual process that has proved difficult to administer; and

WHEREAS the Company and the Association desire to streamline the process for reimbursement of FAA physicals.

NOW THEREFORE, it is mutually agreed:

1.

Amend **Section 25 K.** to read as follows:

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 2007 will be \$165.00 when an EKG is required or \$100.00 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 who is not in a category utilizing relief pilots.
 - c. will be increased on an annual basis each January 1st equal to the percentage of the annual increase in health care costs in the DFCMP/DPMP as determined by the Company and communicated to ALPA.
 - d. 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.
 - e. 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. 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 via DBMS.
 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.**

2.

Beginning June 1, 2007, pilots will discontinue filing claims for reimbursement of FAA physicals with United Healthcare. Any requests for reimbursement postmarked prior to June 1, 2007 will be reimbursed through United Healthcare. Any FAA physical accomplished in 2007 that is eligible for reimbursement and that has not been filed before June 1, 2007, with United Healthcare will be reimbursed to the pilot in the amounts in

Section 25 K. 1. or 3. after he files an expense claim via DBMS. Such pilot should file such claim no earlier than July 1, 2007. To allow for the clearing of reimbursement claims previously submitted to United Healthcare and currently in the processing queue, the payment of these un-reimbursed claims incurred prior to June 1, 2007 and submitted via DBMS after July 1, 2007, will occur after August 1, 2007.

This Letter of Agreement will become effective on its date of signing and will remain in effect for the duration of the PWA.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this ____ day of May, 2007.

FOR THE COMPANY

FOR THE ASSOCIATION

Captain Steve Dickson
Senior Vice President – Flight Operations

Captain John H. Prater
President

Geraldine P. Carolan
Vice President – Labor Relations

Captain Donald L. Moak
Chairman, Delta MEC

WITNESS:

WITNESS:

Brendan M. Branon
Director – Labor Relations

Captain Tim O'Malley
Chairman, MEC Negotiating
Committee

Susan C. Sligh
Program Manager – Labor Relations

Captain Randy Worrall
MEC Negotiating Committee

Captain Rick Dominguez
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

**MODIFICATION OF OCEAN CROSSING DEFINITION and MAXIMUM
SCHEDULED LANDINGS**

This LETTER OF AGREEMENT is made and entered 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 June 1, 2006, and

WHEREAS the Company plans to schedule a daily flight from Atlanta to Seoul, South Korea which, on occasion, will utilize a polar routing across the Arctic Ocean; and

WHEREAS a question has arisen as to whether such flight segment qualifies as an ocean crossing, as defined in the PWA, and

WHEREAS the Company and the Association desire to clarify that such flight segment is an ocean crossing,

NOW THEREFORE, it is mutually agreed:

1.

Amend the definition of ocean crossing (*Sections 2 A. 147., 12 A. 13., and 16 A. 2.*) to read:

“Ocean crossing” means a flight segment:

- a. across the Atlantic Ocean, or
- b. across the Pacific Ocean, as follows:

- 1) between the North American continent and the Hawaiian Islands,
 - 2) between the Hawaiian Islands and any point west of the 160 degree meridian,
 - 3) between the North American continent and a point west of the 160 degree meridian,
 - 4) between a Pacific Rim airport and Australia and/or New Zealand,
- or
- c. to or from an airport in South America, as follows:
 - 1) between the United States and any point south of the equator on the South American continent, and
 - 2) any flight segment scheduled for greater than eight hours to, within or from the South American continent,
- or
- d. to or from an airport in Europe that crosses latitude 36°N. and/or longitude 45°E.,
- or
- e. to or from an airport in Africa, as follows:
 - 1) between the United States and any point on the African continent, and
 - 2) any flight segment scheduled for greater than eight hours to, within or from the African continent,
- or
- f. across the Arctic Ocean, between the North American continent and the Asian continent.

2.

Amend *Section 12 F.* to read:

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.
Exceptions: 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.
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.

This Letter of Agreement will become effective on its date of signing and will remain in effect for the duration of the PWA. The changes to Maximum Scheduled Landings will be implemented with the July 2007 bid period.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this ____ day of May, 2007.

FOR THE COMPANY

FOR THE ASSOCIATION

Captain Steve Dickson
Senior Vice President – Flight Operations

Captain John H. Prater
President

Geraldine P. Carolan
Vice President – Labor Relations

Captain Donald L. Moak
Chairman, Delta MEC

WITNESS:

WITNESS:

Brendan M. Branon
Director – Labor Relations

Captain Tim O'Malley
Chairman, MEC Negotiating
Committee

Tim HennieRoed
General Manager – Flight Operations

Captain Randy Worrall
MEC Negotiating Committee

Terry Seiler
Manager – Labor Relations

Captain Rick Dominguez
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

**EXPANSION OF INVESTMENT OPTIONS IN THE
PILOTS DC PLAN**

AND

**ENHANCEMENT OF DISTRIBUTION PROVISIONS APPLICABLE TO
PILOTS' NON-SPOUSE BENEFICIARIES IN THE PILOTS DC PLAN AND
FCSP**

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, benefits, rules and working conditions for the Company's pilots ("Pilots Working Agreement" or "PWA") signed June 1, 2006; and

WHEREAS the Company sponsors the Delta Pilots DC Plan ("DC Plan"), a qualified defined contribution money purchase pension plan under which the Company makes contributions to pilots' individual accounts, which accounts are subject to investment direction by the individual pilot; and

WHEREAS the DC Plan currently includes as one of the investment options an individual brokerage account; and

WHEREAS the Company and the Association wish to expand the type of investments available under the individual brokerage account; and

WHEREAS the Company sponsors the Delta Family-Care Savings Plan ("FCSP"), a qualified defined contribution plan under which the Company and pilots make contributions to pilots' individual accounts; and

WHEREAS the Company and the Association wish to enhance the distribution options for pilots' non-spouse beneficiaries under both the DC Plan and the Delta Family-Care Savings Plan ("FCSP").

NOW THEREFORE, it is mutually agreed:

1.

The Plans will be amended effective August 1, 2007, (except with respect to the change described in paragraph 1 (e) of this Letter of Agreement) in accordance with **Section 26 D.** and **E.** of the PWA and this Letter of Agreement to provide for the following changes:

- (a) The DC Plan will be amended to expand the individual brokerage account investment option provided under the Plan to include investments in individual equities, corporate bonds (but not including any Company equity security or bond), United States Treasuries, certificates of deposit, zero coupon bonds, mortgage backed and United States Government Agency Bonds, exchange traded funds and covered call equity writing options and the purchase of equity and index calls and puts (i.e. long options) and the purchase of equity and index straddles or combinations (i.e. long options).
- (b) These investment options include all eligible securities currently offered by Fidelity through their open individual brokerage account available to individual account qualified pension plans, with the exception of taxable unit investment trusts and master limited partnerships, which will not be available to participants in the Plan. Should Fidelity (or any successor recordkeeper or selected brokerage house) include as eligible securities other types of investments in their standard open brokerage account available to individual account qualified pension plans or no longer make available a type of investment currently allowed, the Company and the Association will meet and confer to reach agreement as to whether such investments or securities will be allowed or disallowed, as the case may be, under the DC Plan brokerage account investment option.
- (c) As with the current mutual fund brokerage account investment option, the participant must pay all applicable fees associated with the expanded brokerage account investment option (including, but not limited to, short-term trading fees, back-end fees, loads and other transaction costs). Terms and conditions governing a participant's use of the expanded brokerage account investment option will be the same as those set forth in Appendix B of the Plan, as amended to reflect the expanded brokerage account.
- (d) 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.

- (e) The DC Plan and the FCSP will be amended to permit distributions to be made to pilots' non-spouse beneficiaries, by trustee-to-trustee transfer to an individual retirement account or annuity, as permitted by Section 829 of the Pension Protection Act of 2006. The amendments in this paragraph will be effective as soon as can be facilitated by Fidelity.

2.

This Letter of Agreement will become effective on August 1, 2007, and will remain in effect for the duration of the PWA.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this _____ day of July, 2007.

FOR THE COMPANY

FOR THE ASSOCIATION

Captain Steve Dickson
Senior Vice President – Flight Operations

Captain John H. Prater
President

Geraldine P. Carolan
Vice President – Labor Relations

Captain Donald L. Moak
Chairman, Delta MEC

WITNESS:

Brendan M. Branon
Director – Labor Relations

WITNESS:

Captain Tim O'Malley
Chairman, MEC Negotiating
Committee

Captain Randy Worrall
MEC Negotiating Committee

Captain Rick Dominguez
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

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”), signed June 1, 2006, 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.

Add a new definition to *Section 26 A.* to read:

23. “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 26* as if he had not been previously employed by the Company. If the RRP dies while a pilot prior to January 1, 2008, only the \$50,000 lump sum death benefit and the monthly survivor benefit applicable to his status as a pilot will apply and not the lump sum death benefit or the monthly survivor benefit from his previous period of employment; his designated beneficiary(ies), his eligible family members and the amount of monthly survivor benefit will be determined accordingly. If the RRP dies while a pilot on or after January 1, 2008, his designated beneficiary(ies) will be eligible for a lump sum term life insurance benefit under *Section 26 K. 1.* 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 "indemnitee") from any and all claims, lawsuits, or administrative charges of any sort whatsoever including reasonable attorney's fees and costs arising in connection with such matters, relating to, concerning or connected to the negotiation or implementation of this LOA. Such indemnification and hold harmless obligation will not apply to 1) any claim, lawsuit or administrative charge resulting from the willful misconduct of any indemnitee; and 2) any claim, lawsuit or administrative charge asserting that the Association violated its bylaws or other organizational requirements by entering into this LOA. An indemnitee seeking to be indemnified and held harmless pursuant to this paragraph, must provide to the Company prompt written notice of the claim, lawsuit or administrative charge as to which the indemnitee seeks to be indemnified and held harmless. The Company will have the right to conduct the defense of such matter with counsel of the Company's choosing and enter into a settlement of such matter. The Company will give reasonable

consideration to the wishes of the indemnitee in connection with the matters described in the foregoing sentence.

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. 17.*, 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 become effective on September ____, 2007, and will remain in effect for the duration of the PWA.

IN WITNESS WHEREOF, the parties have signed this LOA, this ____ day of September, 2007.

FOR THE COMPANY

FOR THE ASSOCIATION

Captain Stephen M. Dickson
Senior Vice President - Flight Operations

Captain John H. Prater
President

Geraldine P. Carolan
Vice President - Labor Relations

Captain Donald L. Moak
Chairman, Delta MEC

WITNESS:

WITNESS:

Captain Kurt Shular
General Manager- Flight Operations

Captain Tim O'Malley
Chairman, MEC Negotiating
Committee

Susan Sligh
Program Manager – Labor Relations

Captain Randy Worrall
MEC Negotiating Committee

Captain Rick Dominguez
MEC Negotiating Committee

Attachment 1, Pilot Post-Retirement Hiring Statement and Acknowledgement will be attached to this document.

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

**QUITO & GUAYAQUIL OPERATIONS AND CATEGORY FREEZE
CHANGE**

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, benefits, rules and working conditions for the Company's pilots ("Pilots Working Agreement" or "PWA") signed June 1, 2006; and

WHEREAS, in an effort to maintain operational integrity, the parties have agreed, for a limited time period, to permit an additional landing in Ecuador after an ocean crossing; and

WHEREAS the parties have agreed to reduce the category freeze after certain qualification training events.

NOW THEREFORE, it is mutually agreed:

1.

Section 12 F. 2. Exception b. 2) will not apply following a South American ocean crossing if such landing is in Quito, Ecuador during the period December 1, 2007 to March 31, 2008, inclusive.

2.

Amend **Section 22 G. 1.** to add the following new exceptions:

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.

3.

This LOA will become effective on its date of signing and will remain in effect for the duration of the PWA. The amended **Section 22 G. 1. Exceptions three** and **four** will apply to any pilot who is under a category freeze as of September 1, 2007, due to the training described in those exceptions.

IN WITNESS WHEREOF, the parties have signed this LOA this _____ day of September, 2007.

FOR THE COMPANY

FOR THE ASSOCIATION

Captain Steve Dickson
Senior Vice President – Flight Operations

Captain John H. Prater
President

Geraldine P. Carolan
Vice President – Labor Relations

Captain Donald L. Moak
Chairman, Delta MEC

WITNESS:

WITNESS:

Brendan M. Branon
Director – Labor Relations

Captain Tim O'Malley
Chairman, MEC Negotiating
Committee

Barry Wilbur
Director – Crew Resources & Scheduling

Captain Randy Worrall
MEC Negotiating Committee

Tim HennieRoed
General Manager – Crew Resources

Captain Rick Dominguez
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

**DELTA PILOTS SAVINGS PLAN and
ELIMINATION OF THE
SOCIAL SECURITY OFFSET TO LTD BENEFIT**

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, benefits, rules and working conditions for the Company's pilots ("Pilot Working Agreement" or "PWA") signed June 1, 2006, and

WHEREAS the PWA provides for pilots' participation in the Delta Family-Care Savings Plan As Amended and Restated, Effective April 1, 2003, as amended through the Thirteenth Amendment thereto (the "Savings Plan"), and

WHEREAS the Company and the Association desire to establish a separate plan similar to the Savings Plan, to provide for participation exclusively by pilots, former pilots, pilots' and former pilots' beneficiaries and alternate payees of pilots or former pilots, and

WHEREAS the Company and the Association desire to eliminate the Social Security offset to long term disability benefits.

NOW THEREFORE, it is mutually agreed:

1.

Establishment of DPSP

The Company will establish, sponsor and maintain the Delta Pilots Savings Plan effective January 1, 2008. Unless otherwise specified in this LOA, the DPSP will provide, and the PWA will be amended to provide, the same terms, rights and procedures as currently apply with respect to the participation of pilots, former pilots, pilots' and former pilots' beneficiaries and alternate payees of pilots or former pilots in the Savings Plan, including but not limited to terms, rights and procedures regarding eligibility, participation, contributions, timing of contributions, investments, allocation, event dates, payment, distribution and administration, and the rights and procedures of the Association and the Association Retirement and Insurance Committee. Effective January 1, 2008, the service provider(s) with respect to the DPSP will be the same as (and will provide the same services as) those in place on December 31, 2007 with respect to the Savings Plan.

2.

Definitions

Add new definitions to *Section 26 A.* to read:

- 24. "Delta Pilots Savings Plan" or "DPSP" means the Delta Pilots Savings Plan, effective January 1, 2008.
- 25. "DPSP participant" means a person who is receiving or is entitled to receive benefits under the DPSP.
- 26. "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.

3.

Transfer of Accounts from Savings Plan to DPSP

The Company will cause the transfer, from the Savings Plan to the DPSP, of the assets and liabilities of the Savings Plan accounts of the following individuals who are Savings Plan participants on December 31, 2007: pilots; former pilots; and to the extent they can be identified as such, pilots' and former pilots' beneficiaries and alternate payees. The transfer of accounts will be an in-kind administrative transfer that does not involve the liquidation or reinvestment of any assets. The transfer will be effective at 12:01 a.m. EST on January 1, 2008, and the Company will bear all costs associated with the transfer. Unless otherwise determined by the DPSP fiduciary in order to comply with its fiduciary obligations, a) the assets of the DPSP will be held in a separate account under the trust which currently holds the assets of the Savings Plan and the DC Plan, and b) the terms of the separate account for the DPSP will not be materially different from the terms of the current separate account applicable to the Savings Plan. No later than December 31, 2007, the Company will provide the

Association a copy of the trust agreement and the amendment establishing the separate account for the DPSP.

4.

Investment of DPSP Accounts

- (a) The investment directions given by a Savings Plan participant that are effective with respect to his accounts under the Savings Plan immediately prior to the transfer of such accounts to the DPSP will be the investment directions effective with respect to such accounts under the DPSP immediately upon their transfer to the DPSP.
- (b) All DPSP participants will be subject to a general "blackout period" during which they will be unable to direct changes in the investment of their existing account balances, exchange and transfer among investment options, request withdrawals and distributions, initiate participant loans and check fund balances; however within existing brokerage link accounts, participants may direct changes between brokerage link investments or check brokerage link fund balances even during the blackout period. The blackout period will begin at the close of the NYSE on December 31, 2007, provided however, that any participant directions that are completed (those in which the confirmation notice states that the transaction will be effective that day) prior to that time will be executed. The blackout period will end by noon on January 3, 2008.
- (c) For participants who hold Delta stock in their Savings Plan account, there will be an additional blackout period during which time such participants will be unable to sell Delta stock, initiate participant loans or request withdrawals and distributions. This blackout period will begin at the close of the NYSE on December 24, 2007, provided however, that any participant directions that are completed (those in which the confirmation notice states that the transaction will be effective that day) prior to that time will be executed. This blackout period will end by noon on January 3, 2008. Participants who hold Delta stock in their account are also subject to the general blackout period described in paragraph 4. (b).
- (d) On or before November 23, 2007, the plan administrator of the Savings Plan will give notice of the blackout periods to each Savings Plan participant whose accounts will be transferred to the DPSP effective January 1, 2008. Such notices will be given by mailing to the Savings Plan participant's address of record under the Savings Plan.
- (e) Effective upon expiration of the blackout periods, the DPSP will make available to DPSP participants all investment options currently permitted under the Savings Plan; provided however, all such investment options will thereafter be subject to review for future inclusion by the DPSP fiduciary to the same extent as prior to the transfer. Effective upon expiration of the blackout periods, a DPSP participant will be permitted to direct the investment in any one or more of such investment options, of his existing balances and his and the Company's future contributions to his DPSP accounts, subject to paragraph 4. (f) of this LOA, whether the source of such future contributions or existing balances is the DPSP participant or the Company.
- (f) 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. Effective on the opening of the NYSE on January 2, 2008 for funds in the brokerage link account at the commencement of the blackout period and effective upon expiration of both blackout periods for all other funds, a DPSP participant will be permitted to

direct the investment in such individual brokerage account investment option, of his existing balances and his and the Company's future contributions to his DPSP accounts, whether the source of such future contributions or existing balances is the DPSP participant or the Company. The participant's total balance in the individual brokerage link account investment option will not be permitted to exceed 98% of his total DPSP account balance. This limit will be determined and enforced each time there is a transfer of funds by the participant into his individual brokerage link account investment option.

(g) Subject to the rules applicable to qualified default investment alternatives, effective for default investments made after January 1, 2008, the default investment funds under the DPSP will be life-cycle retirement-year funds (actual funds to be selected by the Plan fiduciary) in 5-year increments, if available (i.e., life-cycle funds for retirement years 2005, 2010, 2015, 2020, etc.). The specific default investment fund for a participant will be determined as the life-cycle fund for the retirement year in which December 31 (of the retirement year) is closest to December 31 of the year in which the participant attains the FAA mandatory retirement age for pilots that is in effect at the time the default investment is made. Once determined, the default investment fund for a participant will not be changed (other than a replacement fund directed by the Plan fiduciary.) For example, the default investment fund for default investments made on February 1, 2008, assuming that age 60 is the FAA mandatory retirement age in effect on that date:

(i) for a pilot who will attain age 60 on any date in 2017, the default investment fund will be a life-cycle fund for the retirement year 2015.

(ii) for a pilot who will attain age 60 on any date in 2018, the default investment fund will be a life-cycle fund for the retirement year 2020.

5.

Contributions by Participants

(a) Effective January 1, 2008, a pilot may elect to make contributions to the DPSP (pre-tax, Roth and other after-tax) in an amount from 1% to 75% of Earnings (as defined in the DPSP). The DPSP and the DC Plan will be amended to provide the safe harbor described in IRC Section 401(k)(12). Participants will be given notice of the plans' reliance on the safe harbor for a plan year by December 1 preceding the plan year.

(b) Pilots who had not previously participated in the Savings Plan who first become participants in the DPSP on or after January 1, 2008 will be automatically enrolled to participate and make pre-tax contributions to the DPSP, at the rate of 3% of Earnings (as defined in the DPSP). Participants will be given advance notice of such automatic enrollment and the opportunity to adjust or decline such automatic enrollment, in accordance with applicable law.

(c) Not later than June 30, 2008, the Company will seek IRS approval to allow disabled pilots to make contributions to the DPSP (pre-tax, Roth and other after-tax), on the same basis as active pilots. For this purpose, a disabled pilot's Earnings will include disability benefits he receives from the D&S Plan. Such contributions will be allowed beginning January 1st following receipt or publication of approval from the IRS. For this purpose, disabled pilots will include disabled former pilots who are removed from the seniority list under **Section 13 B. 3.** on or after June 1, 2006. The Company will meet and confer with the Association regarding

comments by the IRS on the Company's application for such approval during the approval process.

6.

Expenses of DPSP

(a) The Company will pay, on a per-participant basis, at least the same percentage of expenses and at least the same dollar amount of fixed fees with respect to the DPSP as it currently pays with respect to the Savings Plan. Such expense and fee arrangements for the DPSP will mirror the Savings Plan expense and fee arrangements for like services. In the future, if the Company pays a higher percentage of expenses or amount of fixed fees with respect to the Savings Plan, it will increase to the same extent the percentage of expenses or amount of fees it pays with respect to the DPSP.

(b) Beginning on December 1, 2007, the Company will disclose on a quarterly basis to the Chairman of the Retirement and Insurance Committee the terms of all contractual expense and fee arrangements between the Company (or the Plan or the trust) and any service provider, written or otherwise, 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. The Plan fiduciary may modify an expense or fee arrangement with respect to the DPSP after conferring and receiving input from the Association. Such input from the Association will be duly considered by the Plan fiduciary, and if not complied with, the reasons for denial will be made in writing to the Association.

7.

Modifications to PWA

In addition to other modifications required to reflect the foregoing provisions of this LOA, the PWA will be modified as follows:

- (a) The following *Sections* will be amended to add the DPSP:
- (i) *Paragraph 1 of Section 26 D.* General
 - (ii) *Paragraph 1.a. of Section 26 E.* Plan Amendment Procedure
 - (iii) *Section 26 G.* Increases in Certain DC and Savings Plan Limits
 - (iv) *Paragraphs 1 through 4 of Section 26 H.* Association Retirement and Insurance Committee
 - (v) *Paragraphs 1 and 2 of Section 26 I.* Incorporation of Plans by Reference
 - (vi) *Paragraph 3 of Section 26 Q.* Provisions Effective in Event of Termination of Delta Pilots Retirement Plan
 - (vii) *Section 26 R.* Beneficiary Designations
 - (viii) *LOA #10* Benefit Review Board
- (b) The last sentence of *Section 26 C.* will be modified to read:
- "Unless otherwise agreed by the Company and the Association, or unless otherwise determined by the DPSP fiduciary in order to comply with its legal fiduciary obligations, DPSP participants will be governed by the same administrative procedures

and guidelines as apply to participants in the Savings Plan, such as service charges, loan fees, etc."

(c) **Section 26 D. 2.** will be modified to add the following to read:

"The Company may change service providers with respect to the DPSP after conferring and receiving input from the Association. Such input from the Association will be duly considered by the Plan fiduciary, and if not complied with, the reasons for denial will be made in writing to the Association. If the Association wishes to change service providers with respect to the DPSP, it may request such a change to a new named service provider in writing by March 1st of the year prior to the beginning of the next plan year. Such request will be duly considered by the Plan fiduciary, and if not granted, the reasons for denial of such request will be made in writing to the Association."

(d) **Section 26 H.** will be modified to add a paragraph to read:

"5. The Company will allow the Committee to attend annual briefings given to the Company or the DPSP plan administrator by any service provider to the DPSP. In addition, the Company will provide to the Committee a copy of each report regarding the DPSP that is prepared by any service provider to the DPSP, within 30 days of delivery of the report to the Company or DPSP plan administrator. Participant-specific information will be redacted from reports provided to the Committee."

(e) The PWA will be amended to substitute "DPSP" for "Savings Plan" wherever the latter term appears, as appropriate in the context, to reflect the provisions, and the intent of the parties, in this LOA.

8.

Elimination of Social Security Offset to LTD Benefit

Effective June 1, 2006, amend **Section 26 K. 4.** to delete the words "Social Security disability benefits of the disabled pilot (not his family's Social Security benefits)."

9.

Duration

This LOA will become effective on November ____, 2007, and will remain in effect for the duration of the PWA.

IN WITNESS WHEREOF, the parties have signed this LOA, this _____ day of November, 2007.

FOR THE COMPANY

FOR THE ASSOCIATION

Captain Stephen M. Dickson
Senior Vice President - Flight Operations

Captain John H. Prater
President

Geraldine P. Carolan
Vice President - Labor Relations

Captain Donald L. Moak
Chairman, Delta MEC

WITNESS:

WITNESS:

Robert L. Kight
Vice President – Compensation and
Benefits

Captain Tim O’Malley
Chairman, MEC Negotiating
Committee

Lourdes DiPietro
Program Manager – Labor Relations

Captain Randy Worrall
MEC Negotiating Committee

Captain Rick Dominguez
MEC Negotiating Committee

MEMORANDUM OF UNDERSTANDING

Between

DELTA AIR LINES, INC.

and the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

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, 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 hold the same category and the vacation periods being swapped must be in the same category.
- 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:

- o Pilot A holds a vacation in June.
- o Pilot B holds a vacation in August.
- o 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.

MOU #1 - Vacation Swap Board

1 Otherwise, the pilot's earned vacation will be reduced by the number of days in
2 such vacation period and he will receive pay, under *Section 7 G. 3. b.*, in lieu of
3 such vacation period not taken.

4
5 This Memorandum of Understanding (MOU) will become effective on its date of signing.
6 The provisions of this MOU may be terminated by either party by providing written
7 notification to the other party at least 30 days in advance.

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.

1 B. PBS Work Group

- 2
3 1. The PBS work group (PWG) will be comprised of the Director of Pilot Resources,
4 the MEC Scheduling Committee Chairman, two Company representatives and
5 two pilot representatives.

6 Note: Additional Company and/or pilot representatives may be added to the
7 PWG as necessary by the mutual consent of the Director of Pilot Resources and
8 the MEC Scheduling Committee Chairman.

- 9 2. The PWG will be responsible for the oversight and administration of PBS as set
10 forth in this MOU. In carrying out these responsibilities, the PWG will consider
11 both operational reliability and pilot quality of life.
12 3. The PWG will have regular and timely access to the PBS vendor, PBS servers and
13 communications between the Company, the Association and the PBS vendor
14 necessary to oversee and administer PBS as set forth in this MOU.
15 4. The PWG will meet and confer at least semi-annually to review the application of
16 paragraphs C. 2. - 7. to ensure such paragraphs continue to provide both realistic
17 operational coverage and pilot quality of life.
18 5. The business specifications of PBS are detailed in the PBS Requirements
19 document dated March 8, 2005, as amended. When, in the opinion of the PWG, it
20 becomes desirable to modify an aspect of the PBS business specifications (e.g.,
21 the bidder interface, the bid award logic, hardware and software requirements and
22 the database), such modification will not be implemented until it has been tested
23 to the satisfaction of the PWG.
24 6. The PBS vendor will not be changed without the consent of the PWG. In
25 conjunction with the selection of a new vendor, this MOU will be modified as
26 necessary to incorporate all aspects of the new system.
27 7. The Association will not be liable for flight pay and benefit override
28 reimbursement to the Company under *Section 24 J. 3.* for:
29 a. the pilot members of the PWG when executing their PWG responsibilities.
30 b. up to two pilots selected by the Association, whom the Company agrees can
31 be released from duty without causing a flight not to operate or a training
32 event not to be accomplished, and who are to be involved in the line award
33 process each bid period.
34

35 C. PBS Administration

- 36
37 1. The Company will designate a PBS system administrator.
38 2. The system administrator may, at his option, publish a bid run solution that uses
39 the following tools:
40 a. fill to threshold.
41 b. unstack, utilizing a maximum stack height of at least 6% of the actual number
42 of regular lines in the category, provided that no pilot:
43 1) within the most senior 70 percent of regular pilots is unstacked in a bid
44 period which does not contain a holiday under
45 *Section 23 I. 8. a. Exception 1) - 9).*

1 2) within the most senior 50 percent of regular pilots is unstacked in a bid
2 period which contains a holiday under
3 **Section 23 I. 8. a. Exception 1) - 9).**

4 3) within the most senior 90 percent of regular pilots is awarded a line
5 through SLG.

6 Note: These limitations may be re-set by agreement of the PWG.

7 c. force priority stack date on SLG.

8 3. The system administrator may, at his option, publish a bid run solution that uses
9 the following settings:

10 a. a priority stack date, for a date that falls on a holiday under
11 **Section 23 I. 8. a. Exception 1) - 9).**

12 b. a parameter for max reserves.

13 4. The system administrator may, with consent of the PWG, publish a bid run
14 solution that uses the following tools:

15 a. unstack, beyond the limitations of paragraph C. 2. b.,

16 b. shuffle to threshold.

17 5. The system administrator will use the following tools, unless otherwise directed
18 by the PWG:

19 a. shuffle.

20 b. max trip substitution.

21 6. The system administrator will determine the settings for the following parameters,
22 unless otherwise directed by the PWG:

23 a. max iterations.

24 b. max swap depth.

25 c. max passes.

26 7. The PWG will determine whether or not to set the priority stack date for a date
27 that does not fall on a holiday under **Section 23 I. 8. a. Exception 1) - 9).**

28
29 D. PBS Error Resolution

30
31 1. A pilot must report a potential PBS bid award error to the PBS system
32 administrator, by telephone or email (061ATLPBS.delta@delta.com), within six
33 days of the publication of the bid award in DBMS.

34 2. If the PBS system administrator determines that a PBS bid award error has
35 occurred, he will correct the error as specified in paragraphs D. 4. - 9.

36 3. If the PBS system administrator determines that a PBS bid award error has not
37 occurred but the pilot does not agree with that determination, the pilot may
38 request that the system administrator raise the issue with the PWG for a final
39 determination. The PWG may consult with the vendor if they deem it necessary.

40 4. If it is determined by the PBS system administrator or the PWG that a PBS bid
41 award error has occurred, the pilot's bid will be re-run in PBS, to the extent
42 practicable, to determine the correct line.

43 5. A pilot who would have been awarded a reserve line if the PBS bid award error
44 had not occurred will be awarded a specially created reserve line. Such a pilot
45 will have his X-day(s) distributed according to his seniority and bid preferences.
46 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.

- 1 a. Within 30 days of the plan participant's receipt of the PMX's written
2 determination, the plan participant may request a review by choosing a
3 qualified medical examiner (PME) to conduct a medical evaluation for the
4 same purpose as the medical evaluation made by the PMX.
- 5 b. Employment of the PME will be at the plan participant's expense. However,
6 if the Neutral Medical Examiner (NME) later determines that the plan
7 participant is not eligible to exercise the privileges of his First Class Medical
8 Certificate, or if the FAA declines to issue a First Class Medical Certificate to
9 the plan participant after the plan participant's appeal to the FAA, the plan
10 participant will, upon presentation to the Plan Administrator of an itemized
11 bill from the PME, be reimbursed for such expense.
- 12 c. A copy of the PME's findings will be furnished to the Plan Administrator.
- 13 1) If the PME concurs with the PMX that the plan participant is eligible to
14 exercise the privileges of his First Class Medical Certificate, there will be
15 no further review and the plan participant will be determined to not be
16 eligible for long-term disability benefits by the Plan Administrator,
17 effective on the date of the PME's determination. Such a plan participant
18 must apply to the FAA for a First Class Medical Certificate as soon as
19 possible, but no later than ten days from the date of receipt of the PME's
20 determination. While such application is pending(including any appeal),
21 he will continue to receive such disability benefits. If the AME or the
22 FAA declines to issue a First Class Medical Certificate to such plan
23 participant, he must appeal such decision. If the FAA declines to issue
24 him a First Class Medical Certificate following his appeal, he will
25 continue to receive disability benefits.
26 Note: Such plan participant should present his First Class Medical
27 Certificate to his Chief Pilot immediately upon obtaining such certificate
28 as specified in *Section 15 C.*, at which time his disability benefits will
29 cease.
- 30 2) If the PME does not concur with the PMX, the plan participant may
31 initiate further review by making a written request to the Plan
32 Administrator within 30 days of receipt of the PME's determination. The
33 review will consist of a medical evaluation performed by the NME,
34 preferably a specialist. The NME will be selected by mutual agreement
35 between the PMX and the PME. If the plan participant does not initiate
36 this further review, the participant will be determined to not be eligible for
37 disability benefits and such benefits will terminate 30 days after the plan
38 participant's receipt of the PME's determination.
- 39 d. The NME will issue a determination whether the plan participant is eligible to
40 exercise the privileges of his First Class Medical Certificate. Copies of the
41 NME's determination will be furnished to the Plan Administrator and the plan
42 participant.
- 43 1) If the NME determines that the plan participant is eligible to exercise the
44 privileges of his First Class Medical Certificate, the plan participant must
45 apply for a First Class Medical Certificate with an AME of the NME's
46 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.

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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

CLARIFICATION OF ALPA CLAIM CONTRIBUTION

This MEMORANDUM OF UNDERSTANDING 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”) signed June 1, 2006; and

WHEREAS, in LOA #7 (Bankruptcy Protection Covenant), the description of the qualified defined contribution plan denoted to receive the ALPA Claim contributions does not reflect the full intent of the parties.

NOW THEREFORE, it is mutually agreed:

The use of the term “DC Plan” in LOA #7 was intended to allow the contributions arising from the monetization of the ALPA Claim or the stock distributed from the settlement of the ALPA Claim to be placed by the Company as an employer contribution in either the Pilots’ Defined Contribution Plan or the Delta Family Care Savings Plan (the 401(k) plan), as set forth in LOA #7. In working together to develop such a program pursuant to LOA #7, the parties have agreed that such contributions or stock will be placed in the Delta Family Care Savings Plan.

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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

AVIATION SAFETY ACTION PROGRAM POLICIES AND PROCEDURES

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 June 1, 2006, 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 February 23, 2005, 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 an ERC member and an alternate ERC member. The alternate ERC member will participate in ERC meetings when the primary ERC member is unable to attend. Such members will attend and complete an ASAP training course (jointly developed or approved by the Company and the Association) prior to acting as an ERC member.
2. No Company personnel other than the ASAP Program Manager and ERC members will have access to ASAP reports that have been filed but not yet

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

**CLARIFICATION OF PROVISIONS EFFECTIVE IN EVENT OF
TERMINATION OF DELTA PILOTS RETIREMENT PLAN**

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 June 1, 2006, and

WHEREAS *Section 26 Q 4.* states:

When the Bridge Plan and Supplemental Annuity Plans are terminated, the Company will promptly seek reimbursement to the maximum extent allowed by law and within the applicable statute of limitations period, for any FICA taxes that were prepaid by the Company and Bridge Plan and Supplement Annuity Plan participants, on nonqualified benefits that will not be received, provided that such pilot gives his written consent to seeking such reimbursement.

, and

WHEREAS there are significant questions as to whether the Internal Revenue Service would approve such reimbursements, and

WHEREAS the Company and the Association have been advised that an alternate method of handling the FICA tax issue will be more beneficial, and

WHEREAS both parties have been advised that time is of the essence, and

WHEREAS both parties desire to proceed in a manner that is most beneficial for those involved.

NOW THEREFORE, it is mutually agreed:

1.

In lieu of seeking reimbursement of FICA taxes already paid, the Company, with IRS approval, will neither withhold nor pay FICA taxes on distributions made to pilot retirees in respect of the approved Claim in bankruptcy that pilot retirees received on account of the loss of nonqualified retirement benefits.

2.

This Memorandum of Understanding will become effective on its date of signing and will remain in effect for the duration of the PWA.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding this 9th day of March, 2007.

- accepted into ASAP. The Director-Flight Safety may designate an alternate ASAP Program Manager, in the event the ASAP Program Manager will be unavailable for an extended period of time, to ensure the timely administration of the ASAP. The alternate ASAP Program Manager will be identified to the members and alternate members of the ERC.
3. Following timely submission and prior to acceptance or rejection of an ASAP report, the Company will not require further information from the pilot. Following acceptance of the report into, or rejection from, the ASAP, the Company may require statements and/or interviews of the pilot involved. Note: This provision does not alleviate the pilot's obligation to provide information to Flight Control and Flight Operations management as described in the FOM, Chapter 10.
 4. The Company and the Association recognize that safety, regulatory and business requirements may require that consideration of an ASAP report be expedited. Consideration of such report may be expedited at the request of a member of the ERC. The party requesting expedited handling of the report will contact the ASAP Program Manager who will contact the ERC and request such expedited handling. In a case that has been expedited, the pilot should be prepared to submit a statement to the Company in an expedited manner after the ERC has accepted the ASAP report.
 5. The ERC will only consider information contained in the ASAP report in making its determination to accept or reject the ASAP report. Once the ASAP report has been accepted, the ERC may consider information not contained in the ASAP report in determining the appropriate corrective action or in making a later determination to exclude the report from the ASAP.
 6. ASAP reports will be de-identified so that no person other than the ASAP Program Manager can identify the crewmembers from the ASAP report. Following acceptance of the ASAP report and in the event the ERC determines it requires further information, the ASAP Program Manager may provide the pilot's identity to the ERC.
 7. After an ASAP report has been accepted by the ERC, the Company may conduct a review (e.g., a Flight Operations Review Board (FORB)) contemporaneous with or subsequent to any ERC investigation that might be ongoing. The ERC will give due consideration to the FORB's recommendation in determining appropriate corrective action.
 8. The ERC will determine corrective action, if any, on all incidents for which an ASAP report is accepted. Such corrective action will not include discipline (e.g., letter of warning, letter of counsel, suspension) or evaluation events (e.g., proficiency checks, line checks or oral checks) for any pilot involved in the incident who has filed an ASAP report that has been accepted and processed (and not later rejected) by the ERC.
 9. After an ASAP report has been closed by the ERC, it may be used by the Company or the Association for safety purposes.

This Memorandum of Understanding will become effective on its date of signing and will remain in effect for the duration of the PWA or the ASAP Memorandum of Understanding between the Company, the Association and the FAA.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding this 23rd day of February, 2007.

FOR THE COMPANY

FOR THE ASSOCIATION

Captain Steve Dickson
Vice President— Flight Operations
and Chief Pilot

Captain Timothy S. O'Malley
Chairman, MEC Negotiating Committee

MEMORANDUM OF UNDERSTANDING

Between

DELTA AIR LINES, INC.

And the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

EXCESS PAYMENTS ON ACCOUNT OF DC PLANS

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 June 1, 2006, and

WHEREAS during the incorporation of the Bankruptcy Restructuring Agreement into the PWA, a provision concerning excess payments on account of DC Plans was inadvertently omitted, and

WHEREAS the Company and the Association committed to correcting any errors which inadvertently occurred during the extensive incorporation effort.

NOW THEREFORE, it is mutually agreed:

1.

Add new *Section 26 U.*:

U. Excess Payments On Account of Limits under DC Plan

Contributions to the DC Plan 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). Beginning January 1, 2005 (the effective date of the DC Plan), once a pilot reaches either limit for a plan year, the Company will pay any further contributions to the pilot in cash.

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

DATA COLLECTION ON ULTRA LONG RANGE FLIGHTS

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 June 1, 2006, and

WHEREAS the Company is currently operating Ultra Long Range ("ULR") flights pursuant to Federal Aviation Administration ("FAA") Operations Specifications A-332 ("OpSpec A-332"), and

WHEREAS paragraph "o" of OpSpec A-332 requires the Company to collect data from its pilots based on an FAA-designed and approved protocol utilizing actigraph and human performance fatigue data, and

WHEREAS the FAA Institutional Review Board ("IRB") has determined that the protocol titled "JFK-BOM ULR OpSpec A-332 Crew Duty & Rest Evaluation," meets the criteria for approval under paragraph "o" of OpSpec A-332, and

WHEREAS the FAA IRB has determined that (1) the rights and welfare of the individuals who participate in the study will be respected, (2) the proposed research, including the process of obtaining informed consent will be conducted in a manner consistent with all regulations and laws, and (3) the potential benefits of the data collection warrant the inconveniences and the minimal risk participants may accept as explained in the protocol and consent forms, and

WHEREAS the data collection efforts and associated study may contribute to the establishment of a baseline by which additional airlines accomplish such ULR flights and ensure safe operations by managing crew alertness, and

WHEREAS the purpose of collecting and analyzing the data is to determine if the crew duty and rest periods outlined in OpSpec A-332 are sufficient to maintain alertness throughout the operation as well as identify potential issues regarding recovery.

NOW THEREFORE, it is mutually agreed:

1.

The Company, in conjunction with the FAA Civil Aerospace Medical Institute ("CAMI"), may solicit the voluntary participation of pilots in the protocol titled JFK-BOM ULR OpSpec A-332 Crew Duty & Rest Evaluation (Attachment 1). The Company will conduct the study for each city pair that is operated subject to OpSpec A-332. The study will address questions regarding patterns of sleep, cognitive alertness, cumulative fatigue, mood, circadian rhythm disruption, and recovery during and following a rotation subject to OpSpec A-332.

The protocol anticipates that at least 20 pilots will participate in the data collection effort for each city pair that is operated subject to OpSpec A-332. Depending upon the availability and scheduling of pilots, equipment, and CAMI support personnel, the Company will identify certain rotations containing ULR flights for participation in the data collection effort. Prior to report, the Company will contact all four pilots flying the rotation and inquire whether they are willing to participate. If at least three of the pilots agree to participate, the Company and CAMI will consider conducting the data collection effort. If less than three pilots agree to participate, the Company and CAMI anticipate the data collection effort will not occur.

Participation in the data collection effort will be voluntary and no disciplinary or retaliatory action will be taken against pilots who choose not to participate. A pilot may withdraw from participation in the data collection effort at any time. The Company or CAMI may terminate a pilot's participation in the data collection at any time if the Company or CAMI determines it is not in the best interest of the pilot to continue participation. The Company will provide each pilot who participates and completes the data collection effort with a one-time payment of \$395 for each rotation on which the pilot participates in data collection. A pilot who withdraws from the data collection effort prior to completion will not receive the one-time payment of \$395. Failure of the volunteer pilot to complete all required documentation will be considered to be withdrawal from the data collection effort.

Each pilot who agrees to participate in the study will be briefed by CAMI or Company personnel on the nature and requirements of the data collection effort and will be permitted to ask questions regarding the study. In addition, each pilot who participates

must review and sign the "Individual's Consent to Voluntary Participation" (Attachment 2) which fully describes the data collection effort.

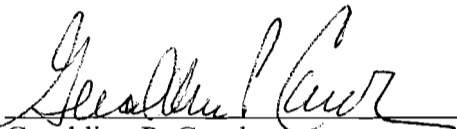
Each pilot who agrees to participate in the study will be assigned a participant number/code to be associated with the data collection and all data will be de-identified in any reports or publications. The Company will not have access to identified data, nor take any action against pilots who participate in the study based on the information reported by the pilot or the results of the data collection. Pilots who participate in the study will be permitted to review and discuss the results of their personal data with CAMI personnel. The Company will insure that CAMI does not forward identified data or individual information to any other party.

2.

This Memorandum of Understanding will become effective on its date of signing and will remain in effect for the duration of the PWA.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding this 31st day of October, 2007.

FOR THE COMPANY


Geraldine P. Carolan
Vice President - Labor Relations

FOR THE ASSOCIATION


Captain Timothy S. O'Malley
Chairman, MEC Negotiating Committee

These amounts will be known as the excess payments (and are defined in the DC Plan as such). If the excess payments are attributable to the 401(a)(17) limit, they will be made at the same time as contributions would have been made to the DC Plan, but for the limit. If the excess payments are attributable to the 415(c) limit, they will be made at the earliest of the following times: (a) once per year, not later than 75 days after the end of the plan year; (b) within 45 days of the retirement or termination of a pilot who retires or terminates prior to the end of the plan year; or (c) at the time required by *PWA Section 26. Q. 3*. Contributions (or excess payments) will be made with respect to all Earnings, whether such Earnings are paid before or after retirement or termination (including death). The excess payments will not be Earnings under the DC Plan or any other pilot benefit plan.

2.

This Memorandum of Understanding will become effective on its date of signing and will remain in effect for the duration of the PWA.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding this 29th day of March, 2007.

FOR THE COMPANY

FOR THE ASSOCIATION

Geraldine P. Carolan
Vice President - Labor Relations

Captain Timothy S. O'Malley
Chairman, MEC Negotiating Committee

MEMORANDUM OF UNDERSTANDING

Between

DELTA AIR LINES, INC.

And the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

DATA COLLECTION ON ULTRA LONG RANGE FLIGHTS

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 June 1, 2006, and

WHEREAS the Company is currently operating Ultra Long Range ("ULR") flights pursuant to Federal Aviation Administration ("FAA") Operations Specifications A-332 ("OpSpec A-332"), and

WHEREAS paragraph "o" of OpSpec A-332 requires the Company to collect data from its pilots based on an FAA-designed and approved protocol utilizing actigraph and human performance fatigue data, and

WHEREAS the FAA Institutional Review Board ("IRB") has determined that the protocol titled "JFK-BOM ULR OpSpec A-332 Crew Duty & Rest Evaluation," meets the criteria for approval under paragraph "o" of OpSpec A-332, and

WHEREAS the FAA IRB has determined that (1) the rights and welfare of the individuals who participate in the study will be respected, (2) the proposed research, including the process of obtaining informed consent will be conducted in a manner consistent with all regulations and laws, and (3) the potential benefits of the data collection warrant the inconveniences and the minimal risk participants may accept as explained in the protocol and consent forms, and

WHEREAS the data collection efforts and associated study may contribute to the establishment of a baseline by which additional airlines accomplish such ULR flights and ensure safe operations by managing crew alertness, and

WHEREAS the purpose of collecting and analyzing the data is to determine if the crew duty and rest periods outlined in OpSpec A-332 are sufficient to maintain alertness throughout the operation as well as identify potential issues regarding recovery.

NOW THEREFORE, it is mutually agreed:

1.

The Company, in conjunction with the FAA Civil Aerospace Medical Institute ("CAMI"), may solicit the voluntary participation of pilots in the protocol titled JFK-BOM ULR OpSpec A-332 Crew Duty & Rest Evaluation (Attachment 1). The Company will conduct the study for each city pair that is operated subject to OpSpec A-332. The study will address questions regarding patterns of sleep, cognitive alertness, cumulative fatigue, mood, circadian rhythm disruption, and recovery during and following a rotation subject to OpSpec A-332.

The protocol anticipates that at least 20 pilots will participate in the data collection effort for each city pair that is operated subject to OpSpec A-332. Depending upon the availability and scheduling of pilots, equipment, and CAMI support personnel, the Company will identify certain rotations containing ULR flights for participation in the data collection effort. Prior to report, the Company will contact all four pilots flying the rotation and inquire whether they are willing to participate. If at least three of the pilots agree to participate, the Company and CAMI will consider conducting the data collection effort. If less than three pilots agree to participate, the Company and CAMI anticipate the data collection effort will not occur.

Participation in the data collection effort will be voluntary and no disciplinary or retaliatory action will be taken against pilots who choose not to participate. A pilot may withdraw from participation in the data collection effort at any time. The Company or CAMI may terminate a pilot's participation in the data collection at any time if the Company or CAMI determines it is not in the best interest of the pilot to continue participation. The Company will provide each pilot who participates and completes the data collection effort with a one-time payment of \$395 for each rotation on which the pilot participates in data collection. A pilot who withdraws from the data collection effort prior to completion will not receive the one-time payment of \$395. Failure of the volunteer pilot to complete all required documentation will be considered to be withdrawal from the data collection effort.

Each pilot who agrees to participate in the study will be briefed by CAMI or Company personnel on the nature and requirements of the data collection effort and will be permitted to ask questions regarding the study. In addition, each pilot who participates

must review and sign the "Individual's Consent to Voluntary Participation" (Attachment 2) which fully describes the data collection effort.

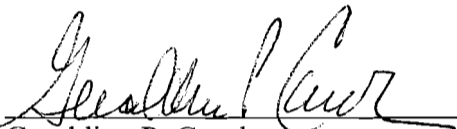
Each pilot who agrees to participate in the study will be assigned a participant number/code to be associated with the data collection and all data will be de-identified in any reports or publications. The Company will not have access to identified data, nor take any action against pilots who participate in the study based on the information reported by the pilot or the results of the data collection. Pilots who participate in the study will be permitted to review and discuss the results of their personal data with CAMI personnel. The Company will insure that CAMI does not forward identified data or individual information to any other party.

2.

This Memorandum of Understanding will become effective on its date of signing and will remain in effect for the duration of the PWA.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding this 31st day of October, 2007.

FOR THE COMPANY


Geraldine P. Carolan
Vice President - Labor Relations

FOR THE ASSOCIATION


Captain Timothy S. O'Malley
Chairman, MEC Negotiating Committee

MEMORANDUM OF UNDERSTANDING

Between

DELTA AIR LINES, INC.

And the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

DATA COLLECTION ON ULTRA LONG RANGE FLIGHTS

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WHEREAS the FAA IRB has determined that (1) the rights and welfare of the individuals who participate in the study will be respected, (2) the proposed research, including the process of obtaining informed consent will be conducted in a manner consistent with all regulations and laws, and (3) the potential benefits of the data collection warrant the inconveniences and the minimal risk participants may accept as explained in the protocol and consent forms, and

WHEREAS the data collection efforts and associated study may contribute to the establishment of a baseline by which additional airlines accomplish such ULR flights and ensure safe operations by managing crew alertness, and

WHEREAS the purpose of collecting and analyzing the data is to determine if the crew duty and rest periods outlined in OpSpec A-332 are sufficient to maintain alertness throughout the operation as well as identify potential issues regarding recovery.

NOW THEREFORE, it is mutually agreed:

1.

The Company, in conjunction with the FAA Civil Aerospace Medical Institute ("CAMI"), may solicit the voluntary participation of pilots in the protocol titled JFK-BOM ULR OpSpec A-332 Crew Duty & Rest Evaluation (Attachment 1). The Company will conduct the study for each city pair that is operated subject to OpSpec A-332. The study will address questions regarding patterns of sleep, cognitive alertness, cumulative fatigue, mood, circadian rhythm disruption, and recovery during and following a rotation subject to OpSpec A-332.

The protocol anticipates that at least 20 pilots will participate in the data collection effort for each city pair that is operated subject to OpSpec A-332. Depending upon the availability and scheduling of pilots, equipment, and CAMI support personnel, the Company will identify certain rotations containing ULR flights for participation in the data collection effort. Prior to report, the Company will contact all four pilots flying the rotation and inquire whether they are willing to participate. If at least three of the pilots agree to participate, the Company and CAMI will consider conducting the data collection effort. If less than three pilots agree to participate, the Company and CAMI anticipate the data collection effort will not occur.

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Each pilot who agrees to participate in the study will be briefed by CAMI or Company personnel on the nature and requirements of the data collection effort and will be permitted to ask questions regarding the study. In addition, each pilot who participates

must review and sign the "Individual's Consent to Voluntary Participation" (Attachment 2) which fully describes the data collection effort.

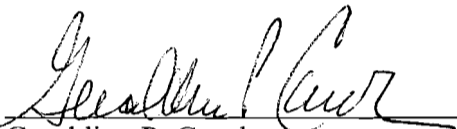
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2.

This Memorandum of Understanding will become effective on its date of signing and will remain in effect for the duration of the PWA.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding this 31st day of October, 2007.

FOR THE COMPANY


Geraldine P. Carolan
Vice President - Labor Relations

FOR THE ASSOCIATION


Captain Timothy S. O'Malley
Chairman, MEC Negotiating Committee

APPENDIX C

PROTOCOL REQUIREMENTS FOR IRB APPLICATION Version 2.5

Identifying information:

Title: JFK-BOM ULR OpSpec A-332 Crew Duty & Rest Evaluation

Data collection effort is mandated by AFS-200 OpSpec A-332.

Organization conducting the data collection effort: Delta Air Lines, Inc.

Principal Collaborator: Thomas E. Nesthus, Ph.D.

Purpose:

Delta Air Lines is initiating daily service from New York to Mumbai, India. This represents the first U.S. carrier to initiate ultra long range (ULR) flight operations. Flight times will approach 16 hours and each trip sequence (from initial arrival to NYC prior to the JFK/BOM-BOM/JFK return) will cover a seven-day period. Delta is taking precautions to ensure a safe operation by managing crew alertness. These efforts may become the baseline by which additional airlines accomplish such ULR flights. The revision to Delta's Operations Specifications (A332; see attachment 1) governing these flights **requires** data collection to identify the potential for changes in performance associated with fatigue that could impact operational safety. The text of paragraph o is as follows: "Data Collection Reports. The certificate holder will collect data from its flight crewmembers conducting these ULR flights. This data must be based on an FAA-designed and approved protocol utilizing actigraph and human performance fatigue data. A report of this data will be submitted monthly to the FAA for evaluation."

The sponsoring organizations and the airline have requested that CAMI personnel collaborate in developing the data collection protocol and analyze submitted data to measure sleep and activity, cognitive performance, and subjective mood during these operations. CAMI will provide activity monitors, cognitive testing devices, and participant logs and support personnel to complete the data collection effort. Following data collection and analysis, CAMI will report all findings and provide advice concerning any modification to the scheduled flight duty time and rest periods that might be required to improve performance and reduce fatigue.

Sponsor:

Office of Aerospace Medicine (Fred Tilton, M.D., AAM-1), Flight Standards Service (Greg Kirkland, AFS-220)

Research Objective:

Evaluate the effects upon cockpit crewmembers of ultra long range flight operations conducted under proactive measures implemented through Operations Specifications A332 approved by the FAA for the airline for this city-pair.

Background:

Modifications to the Operations Specifications for the Delta Air Line request for approval for operation between New York John F. Kennedy International Airport (JFK) and Mumbai Chattrapathi Shivaji International Airport (BOM), India, calls for the collection and analysis of fatigue data from flight crew members. A determination of the safety and effectiveness of these operations, based on a routine data acquisition procedure with appropriate measures will result in AFS guidance to other carriers submitting OpSpecs for similar Ultra Long Range flights in the future.

Hypothesis:

What effects does the application of crew duty/rest scheduling in the approved Delta Air Lines Operation Specification (OpSpec A332) have on aircrew? This data collection effort addresses questions regarding patterns of sleep, cognitive alertness, cumulative fatigue, mood, circadian rhythm disruption, and recovery during/following a single trip.

Experimental Methods and Procedures:

For an estimation of alertness and adequate rest during these trips, a data collection protocol similar to that used in the ultra long-range crew alertness study by Singapore Airlines in their 18-22 hour ULR flights (reported in *Flight Safety Digest* “Lessons from the Dawn of Ultra-long-range Flight” August-September 2005), is proposed. CAMI recommends collection of measures including objective actigraphy and simple cognitive performance, along with subjective measures of fatigue and mood as well as daily logbook entries of sleep quality, dietary intake, etc.

Delta Air Lines, Inc. will request aircrew flying this city-pair route to complete the logbooks. The actigraphy and performance measures will be completed by a random sub-sampling of aircrew, preferably multiple compliments of 4 crewmembers during a small number of trips to maximize the data collection effort and reduce the number of trips required to acquire sufficient information concerning patterns of sleep, cognitive alertness, cumulative fatigue, mood, circadian rhythm disruption, and recovery. Based upon the *Flight Safety Digest* report, a minimum of 16 crewmembers will be requested by Delta Air Lines, Inc. to volunteer to participate in this latter description of the data collection effort (though more crewmembers would be preferable).

The equipment to complete the random sampling component of this research protocol, will include wrist activity monitors (i.e., Motionlogger® sleep watches) and the Psychomotor Vigilance Task (PVT) device. Four volunteer crewmember compliments will be issued this equipment for use beginning 1 or 2 days before a trip. Data acquisition procedures will occur during the JFK-BOM flight, crew layover in Mumbai, and following the return BOM-JFK flight.

Depending upon the availability and scheduling of aircrew, equipment, and support personnel, participating crewmembers will be issued all of the equipment with instructions on its use and advice on how to record activity logbook entries before a trip. Support personnel (from CAMI) will travel with the crew to BOM to maintain equipment, data acquisition integrity, and to conduct data downloading procedures. This individual will download data upon arrival in Mumbai at the crew rest facility (hotel) and provide an immediate equipment reissue for the crew layover period, then conduct another download/data check and immediate equipment reissue for

the return trip (BOM-JFK). When the crewmembers return to JFK, the support personnel will complete a final download and data integrity check.

Data Collection, Analysis, and Confidentiality:

Before a trip begins, each participating crewmember will be briefed on the data collection effort and will complete a Sustained Operations Assessment Profile (SOAP, see Attachment 2) and issued a Motionlogger® sleep watch (see attached Attachment 3) for continuous wear throughout the study period of 5-7 days. Each crewmember will also be issued a Psychomotor Vigilance Task (PVT) device (see attached Attachment 4) and instructed on its function and operation. PVT testing sessions are 10 min in duration and require a quiet environment. Testing sessions will be scheduled to minimize disruption of flight duty responsibilities. Four testing sessions will be conducted during the data collection period. Testing times will be coordinated with aircrew schedules and will be conducted in rest facilities—either the sleep bunk/berths onboard the aircraft or a hotel room (see attached Attachment 5). Each crewmember will also be issued a personal activity logbook (see attached Figures 6a & b) and instructed on how and when to record this subjective data. The SOAP will be completed a second time before aircrew begin their return flight BOM-JFK, then a third time before the final data download and return of the equipment.

A participant number/code will be assigned to each crewmember and used with regard to the actigraphy, performance, and logbook data acquired from them. De-identified data will be evaluated using various statistical procedures depending on the specific measure of interest. For the actigraphy measure, a sleep analysis procedure will be used to identify and quantify awake, nap, and sleep times. It will also provide graphic and spreadsheet output that identifies measures of sleep efficiency, restlessness, and circadian disruption (see attached Attachment 7). The PVT output identifies a variety of measures that will be evaluated in a mixed model repeated measures analysis of variance procedure. Changes in these data are expected to occur across the study period (test session) as a function of the influence of circadian rhythms, cumulative fatigue, and unforeseen/unforeseen operational conditions. If excessive variation in performance is seen in aggregate data based upon the OpSpec-scheduled or actual rest periods for this city-pair trip, AFS-200 and Delta Air Lines, Inc. will be informed of these conditions and recommend changes in the scheduled duty and sleep/rest opportunities. The logbook data requires transcription entry into a spreadsheet prior to analysis. These subjective data are used to corroborate trends found in the other data. Also, logbook entries of personal fatigue countermeasures (e.g., caffeine intake) and coping strategies (e.g., naps, stretching exercises, etc.) as well as dietary intake will provide great insight into successful personal approaches to maintaining alertness.

No experimental manipulation will occur during this data collection effort. All analyses will occur after the data collection period. The analysis of aggregate data conducted with these data will not allow individual participant evaluations related to potential disqualifying conditions to be revealed. The purpose of collecting and analyzing these data is to determine if the crew duty and rest periods outlined in the OpSpec A-332 are sufficient to maintain alertness throughout the operation and to identify any potential issues regarding recovery.

Study Population:

As identified previously, the revision to Delta's Operations Specifications (OpSpec A332) governing these flights requires data collection to identify any potential fatigue or performance changes that could influence operational safety. Specifically, Delta is mandated to collect and submit data under an FAA-designed protocol to validate safe operation of these flights. Coordination between AFS-200, AAM-1, CAMI personnel, Delta Air Lines management, and the Airline Pilot's Association (ALPA) has taken place to assure that all voluntary participant protections are understood and carried out during the conduct of this data collection effort.

Our recommendation to Delta is to solicit internal fatigue survey data and logbook entries associated with this city-pair trip from as many aircrew flying this route as will volunteer. For those volunteering to participate in the more comprehensive data collection effort, Delta is recommended to schedule volunteer participants in compliments of the 4 crewmembers required for each trip. Two of the 4, are designated the primary take-off and landing crew and two are the relief crewmembers for that trip. Scheduling of these volunteer participants will be at the discretion of Delta Air Lines. Participants will be informed that they may terminate voluntary participation at any time with impunity.

All participants will be current FAA certificated pilots with either a Class I or Class II physical examination, employed by Delta Air Lines, Inc.

Risks, Discomforts, and Inconveniences:

Risks. Minimal risks are anticipated with the data acquisition procedures. Every effort will be made to fully inform volunteers as to the procedures of this effort and to the protections of individual identities of the participants. No data will be directly linked to individual volunteers.

Discomforts. Wearing the wrist activity monitor during sleep may be considered uncomfortable if you are not accustomed to wearing a wristwatch during that time. Minor discomfort due to a local allergic reaction to the metallic surfaces of the wrist activity monitor may occur. If redness and itching occurs, corrective measures will be initiated, such as applying moleskin tape to the WAM where skin contact is apparent.

Inconveniences. Wearing the wrist activity monitor during this effort may be considered an inconvenience. Participants will be asked to avoid situations where the devices are exposed to water or moisture. The WAM must be removed during routine shower hygiene and potential water exposure. Also, the four repeated PVT testing sessions and completing logbook entries may elicit a minor annoyance during the data collection effort.

The Informed Consent Procedure:

Briefing the data collection procedures and obtaining informed consent will be conducted by Delta Air Lines, Inc. personnel. Specific questions regarding data acquisition procedures, equipment use, and debriefing information will be provided by CAMI support personnel (see Attachment 8, Individual's Consent to Voluntary Participation).

References:

Flight Safety Digest “Lessons from the Dawn of Ultra-long-range Flight” August-September 2005

Folstein, M., and Luria, R. (1973) Reliability, validity, and clinical application of the Visual Analogue Mood Scale. *Psychol Med.* (4):479-86

Hoddes, E., Zarcone, V., Smythe, H., Phillips, R., and Dement, W.C. (1973). Quantification of Sleepiness: A new approach. *Psychophysiology*, 10, 431-436.

McNair, D., Lorr, M. and Droppleman, L. (1971) *Manual for the Profile of Mood States*. San Diego, CA: Educational and Industrial Testing Service.

Retzlaff, RE, King, RW Marsh, J and French, J (1997) The development of the Sustained Operations Assessment Profile (SOAP) (Rep. No. AL/AO-TR-1997-Brooks Air Force Base, TX: Armstrong Laboratory).

Attachments:

Attachment 1
Delta Air Lines, Inc. Operation Specification A332

Please refer to file named:

A-332 DALA.pdf

Attachment 2 SOAP Questionnaire

The Sustained Operations Assessment Profile (SOAP; Retzlaff, King, Marsh, and French, 1997) measures the state-specific aspects of fatigue. Traditional means to study fatigue have been objective performance tests and standardized mood surveys such as the Stanford Sleepiness Scale (SSS; Hoddes, Zarcone, Smythe, Phillips, & Dement, 1975), the Profile of Mood Survey (POMS; McNair, Lorr, & Droppelman, 1971) and Visual Analog Scales (VAS; Folstein & Luria, 1973). Each of these metrics has distinct advantages and disadvantages.

SOAP is a 90-item test utilizing a Likert scale from 1 to 5 (1=not at all, 5=very much). Participants are asked to rate each of the items as they apply to them for “about the last hour or so.” Each of the 10 scales has nine items that represent related aspects of the dimension. The scales of the test include three cognitive dimensions (*Poor Concentration*, *Boredom*, and *Slowed Reactions*), three affective dimensions (*Anxiety*, *Depression*, and *Irritability*), and four arousal dimensions (*Fatigue / Low Energy*, *Poor Sleep*, *Work Frustration*, and *Physical Discomfort*).

Cognitive Dimensions

- Poor Concentration*: High scorers report difficulty concentrating and paying attention. They have difficulty engaging in concentrated effort and consequently work inefficiently. They must repeat work and pay extra attention to complete tasks.

- Boredom*: High scores are disinterested and complacent. They view the work as tedious and tiring. They no longer see “fun” in the workload and time appears to have slowed for them.

- Slowed Reactions*: High scorers are cognitively and physically slowed. Additional effort is required to keep up with the task load. Things around them seem slowed and they are also slowed. Motor activity is impaired by the cognitive inputs and outputs.

Affective Dimensions

- Anxiety*: High scorers feel nervous, anxious, and worried. Physically they are tense and jittery. Autonomically, they are vigilant and upset.

- Depression*: High scorers feel depressed, unhappy, and sad. They are discouraged and lacking in enjoyment. They are concerned about their feelings and beginning to feel helpless.

- Irritability*: High scorers are annoyed with others and feeling unfriendly. This includes the desire to be alone and away from others. They are impatient, disagreeable, and may be angry.

Arousal Dimensions

- Fatigue / Low Energy*: High scorers are tired to the point of feeling burned out and worn out. They lack energy and see little ability to go on or perhaps even move.

- Poor Sleep*: High scorers report sleep that was too little and of poor quality, leading to feeling sleepy and desiring sleep. Their eyes are closing and they may be nodding off. To compensate, they may be focusing on keeping their eyes open and bouncing or shaking.

•*Work Frustration:* High scorers are tired of working. They wish they didn't have to complete tasks and hope nothing new comes up. The work feels like a grind and drudgery. They may feel they need help to complete the job.

•*Physical Discomfort:* High scorers have sore muscles and are stiff. They want to get up and stretch. They may feel physically uncomfortable due to perspiration and binding clothing/gear. They feel the discomfort in their arms and legs, head, and eyes.

The following table represents the SOAP questionnaire for assessing fatigue

Instructions: Please rate each of the following as they apply to you **for about the last hour or so**, 1 means not at all, while 5 means very much.

1. *POOR CONCENTRATION*

1. DIFFICULTY CONCENTRATING	
2. HARD TIME PAYING ATTENTION	
3. CAN'T STAY AT A TASK	
4. DISTRACTIBLE WHILE DOING THINGS	
5. HAVING TO RE-READ MATERIAL	
6. LOSING TRACK OF CONVERSATIONS	
7. HAVING TO PAY EXTRA ATTENTION TO UNDERSTAND	
8. DAYDREAMING	
9. NOT THINKING STRAIGHT/ EFFICIENTLY	

2. *BOREDOM*

1. NOTHING SEEMS INTERESTING	
2. NOT CARING ABOUT WHAT IS HAPPENING	
3. NONE OF THIS IS FUN ANYMORE	
4. NOT INTERESTED IN WHAT IS HAPPENING	
5. INDIFFERENT	
6. BORED WITH MISSION	
7. TIRED OF SAME OLD THING	
8. THINGS ARE TEDIOUS	
9. TIME IS PASSING TOO SLOWLY	

3. *SLOWED REACTIONS*

1. NOT MOVING VERY MUCH	
2. JUST LOOKING AROUND	
3. HAVING TO THINK BEFORE ACTING	
4. THINGS SEEM IN SLOW MOTION	
5. ARMS FEEL HEAVY	
6. REACTIONS ARE SLOWED	
7. MOVEMENTS SEEM DELAYED	
8. CAN'T KEEP UP WITH TASKS	
9. RESPONDING TAKES EFFORT	

4. *ANXIETY*

1. FEEL ANXIOUS	
-----------------	--

2. FEEL TENSE IN MUSCLES	
3. FEEL NERVOUS	
4. WORRIED ABOUT THINGS	
5. MUSCLES ARE JITTERY	
6. TAPPING FINGERS OR FOOT	
7. STOMACH FEELS UPSET	
8. JUMPY	
9. VIGILANT	

5. *DEPRESSION*

1. FEEL DEPRESSED	
2. FEEL UNHAPPY	
3. FEEL SAD	
4. NOT ENJOYING THIS	
5. FEEL DISCOURAGED	
6. WISH I FELT HAPPIER	
7. WORRIED I MIGHT NEVER FEEL BETTER	
8. NO CONTROL OVER ANY OF THIS	
9. WHAT I DO DOESN'T MATTER	

6. *IRRITABILITY*

1. FEELING IRRITABLE	
2. GENERALLY ANNOYED WITH OTHERS	
3. PRETTY UNFRIENDLY/ TESTY	
4. IMPATIENT	
5. WOULD REALLY LIKE TO BE ALONE FOR A WHILE	
6. GETTING ANGRY	
7. DISAGREEABLE	
8. WISH I WEREN'T WITH THESE PEOPLE	
9. FEELING GROUCHY WITH PEOPLE	

7. *FATIGUE/ LOW ENERGY*

1. VERY TIRED	
2. REALLY FATIGUED	
3. BURNED OUT	
4. WORN OUT	
5. FEELING EXHAUSTED	
6. CAN'T GO ON MUCH LONGER	
7. NOT ENERGETIC	
8. TOO TIRED TO MOVE	
9. FEEL DRAINED	

8. *POOR SLEEP*

1. SLEEPY	
2. WISH I HAD SLEPT LONGER	
3. WISH I HAD SLEPT MORE SOUNDLY	
4. COULD FALL ASLEEP RIGHT HERE	

5. NODDING OFF	
6. EYES ARE CLOSING	
7. FORCING SELF TO KEEP EYES OPEN	
8. BOUNCING, TAPPING, SHAKING TO STAY AWAKE	
9. YAWNING	

9. *WORK FRUSTRATION*

1. PREFER TO NOT WORK NOW	
2. WISH I DIDN'T HAVE TO DO THINGS RIGHT NOW	
3. HOPE NOTHING ELSE NEEDS TO BE DONE	
4. TOO MUCH IS EXPECTED OF ME RIGHT NOW	
5. TIRED OF WORKING	
6. WORK FEELS LIKE DRUDGERY	
7. FEELS LIKE A GRIND	
8. WISH THE WORK WOULD END	
9. WOULD LIKE HELP WITH THE WORK	

10. *PHYSICAL DISCOMFORT*

1. MUSCLES HURT	
2. BODY STIFF	
3. CAN'T GET COMFORTABLE	
4. ARMS AND LEGS HURT	
5. WANT TO STRETCH	
6. SKIN STICKY/ DIRTY	
7. WHAT I'M WEARING IS UNCOMFORTABLE	
8. HEAD ACHES	
9. EYES TIRED	

Attachment 3
Sleep Watch Actigraphy Measure

MOTIONLOGGER® Sleep Watch--Actigraph

- Measures wrist movement and displays time (like a digital watch)
- Sensitivity .01G at mid band
- Event marker and visual feedback of time since last sleep
- Epoch lengths are adjustable from one second to minutes
- Waterproof (shower safe)
- Easy coin cell battery exchange (60-day battery life)



Attachment 4
Performance Assessment Measure

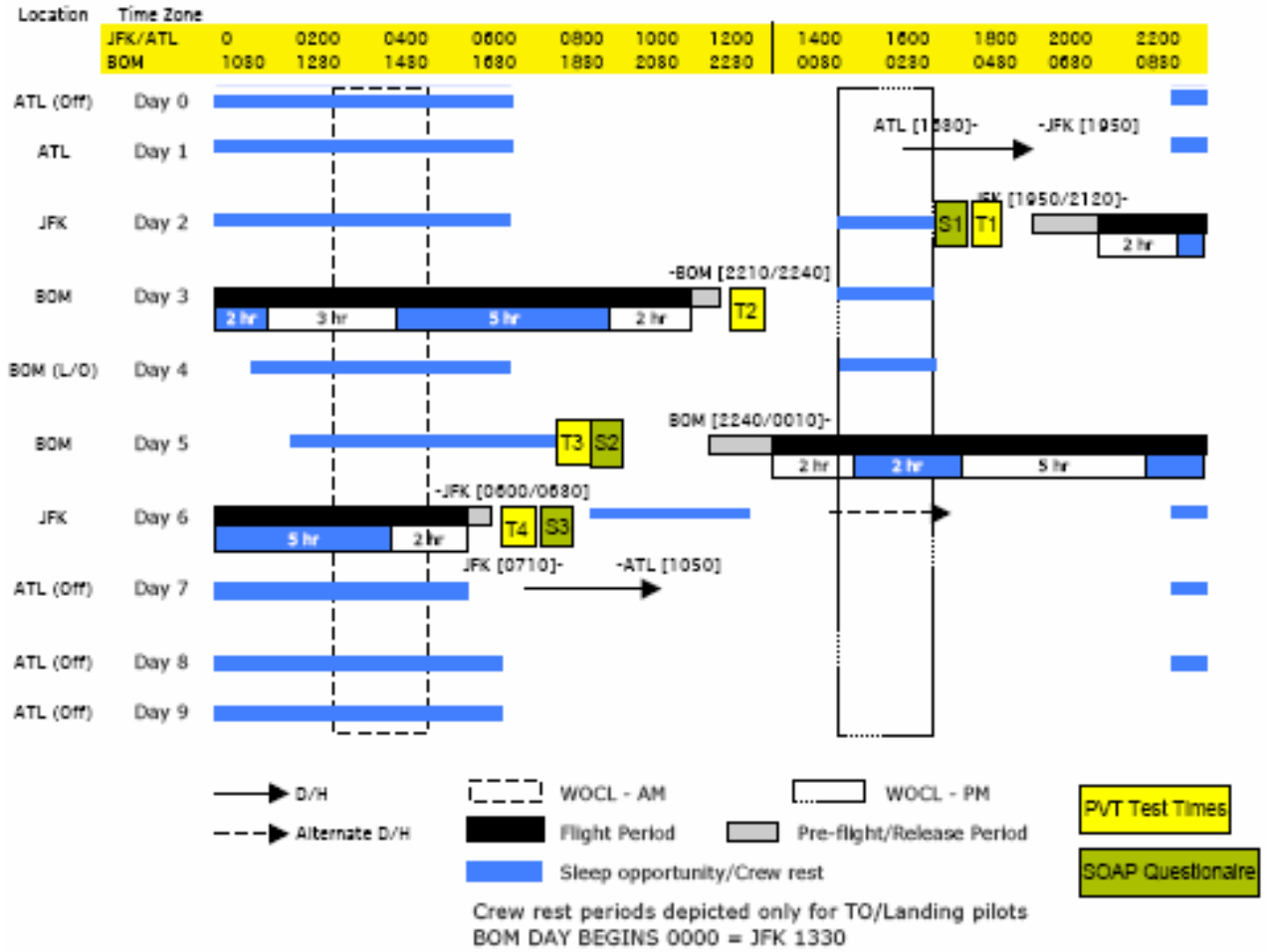
Psychomotor Vigilance Task (PVT)

- Electronic, hand-held, computerized test-presentation and data capture system for simple visual reaction time
- 4-digit LED presentation
- Press and release button when display illuminates
- Task is 10 minutes long with an inter-stimulus-interval of 1 to 10 sec
- Requires quiet environment with no distractions
- Testing would occur



The PVT-192™ (Ambulatory Monitoring, Inc., 731 Saw Mill River Road, Ardsley, NY 10502), is a measure of vigilance. The PVT is a fully electronic, hand-held, computerized test-presentation and data capture system for simple visual reaction time. A 4-digit LED presentation serves as both a stimulus and millisecond reaction time display. Participants are instructed to press and release a button on the device as quickly as possible when the display is illuminated using their dominant thumb. The task is 10 minutes long with an inter-stimulus-interval of 1000 to 10000ms.

Attachment 5
Delta Air Lines, Inc. OpSpec JFK-BOM Trip Graphic
with Approximate SOAP Questionnaire & PVT Test Times



3. Visual Analog Scale, DRAW a line between the endpoints approximating your response to each question as seen in the example below.

VISUAL ANALOG SCALE

1. How alert do you feel?

very little _____|_____ very much

2. How sad do you feel?

very little ___|_____ very much

3. How tense do you feel?

very little _____|_____ very much

4. How much of an effort is it to do anything?

very little ___|_____ very much

5. How happy do you feel?

very little _____|_____ very much

6. How weary do you feel?

very little _____|_____ very much

7. How calm do you feel?

very little _____|_____ very much

8. How sleepy do you feel?

very little _____|_____ very much

Describe Sleep Strategies: _____ **progressive muscle relaxation** _____

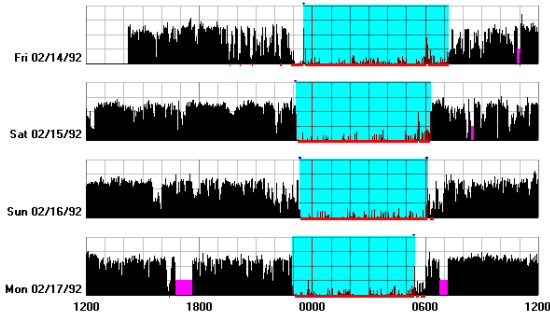
Describe Alertness Strategies: _____ **drank a cup of coffee upon awakening** _____

CAFFEINE (coffee, tea, soda, other)

TYPE _____ **coffee** _____ AMT _____ **1 cup** _____ TIME _____ **JFK 0730** _____

Attachment 7
 Processed Actigraph Data & Output

Processed Actigraph Data



Left Graphic

- ActionW-2 clinical sleep analysis software processes day/night activity recordings during field trials
- Naps & major sleep periods identified

Right Graphic

- Quantified wake and sleep measures
- Sleep efficiency
- Restlessness

Compare: C:\PATIENTS\NORMALS\Jxxxx.wac to 'normals.adb'									
		Down		0 - 0		Custom		24Hr	
Statistic	Value	DB Mean	Z-Score	Percentile	0	50	100		
Starting Time	23:43:58	23:38:34	0.08	57.14					
Ending Time	06:33:02	07:06:51	-0.55	28.57					
Midpoint	03:08:34	03:22:52	-0.24	45.71					
Duration	410.17	448.87	-0.70	25.71					
Activity Mean	7.50	12.28	-0.79	25.71					
Activity Median	0.00	.87	-0.43	0.00					
Activity SD	24.58	28.95	-0.46	45.71					
Wake Minutes	12.67	31.05	-0.85	20.00					
Sleep Minutes	397.50	417.81	-0.36	28.57					
% Sleep	96.90	92.96	0.81	82.86					
Sleep Efficiency	98.75	95.87	0.68	74.29					
Sleep Latency	7.17	12.12	-0.72	31.43					
Wk after Slip Onset	5.00	19.44	-0.79	22.86					
Acceleration Index	0.16	.04	0.60	74.29					
Activity Index	21.49	35.31	-1.01	14.29					
Bad Epochs	0.00	0	0.00	0.00					
Wake Episodes	5.33	7.42	-0.46	34.29					
Mean Wake Episode	2.30	4.46	-1.08	2.86					
Long Wake Episodes	0.83	2.14	-0.93	2.86					
Longest WE	7.17	12.78	-0.79	22.86					
Sleep Episodes	5.00	6.94	-0.43	42.86					
Mean Sleep Episode	97.81	111.08	-0.16	60.00					
Long Sleep Episodes	4.33	5.42	-0.34	42.86					
Longest SE	201.50	225.6	-0.24	48.57					

Individual's Consent to Voluntary Participation

I, _____, understand that OpSpec A332 requirement for the evaluation of crew duty and rest scheduling effort entitled “*JFK-BOM ULR OpSpec A-332 Crew Duty & Rest Evaluation*” is conducted by Delta Air Lines, Inc. in with the FAA Civil Aerospace Medical Institute assisting in the data collection and analysis effort (Thomas E. Nesthus, Ph.D., Engineering Research Psychologist 405-954-6297 tom.nesthus@faa.gov)

Nature and Purpose of Study:

Delta Air Lines has initiated daily service from New York City to Mumbai, India. This ultra long range (ULR) flight operation with occasional flight times over 16 hours has required an Operations Specification A332 outlining Delta’s responsibility for taking precautions to ensure a safe operation by managing crew alertness. OpSpec A332 governing these flights **requires** data collection to identify any potential negative fatigue or performance consequences of these flights. Specifically, Delta is obligated to collect and submit data under an FAA-designed protocol to validate safe operation of these flights.

Description of study and procedures:

The sponsoring organizations and the airline have requested that CAMI personnel collaborate in developing the data collection protocol and analyze data to evaluate patterns of sleep and activity, cognitive performance, and subjective mood during this city-pair operation. CAMI will provide sleep watch/activity monitors, cognitive performance testing devices, and participant logs and train airline personnel to complete data collection. Following data collection and analysis, CAMI will report findings and provide recommendations if revisions to the OpSpec regarding the scheduled sleep/rest procedure is warranted.

Delta Air Lines, Inc. will request that aircrew bidding on these flights volunteer to complete an internal Delta fatigue survey and logbook during their trips. A sampling of volunteer aircrew will be scheduled to complete a more comprehensive procedure that will include wearing an activity monitor and perform a simple reaction-time task. A minimum of 16, but preferably more crewmembers will be requested by Delta Air Lines, Inc. to participate in this latter description, and hopefully crewed together in compliments of 3-4 members on the same flight so all will experience the same flight operations schedule and layover.

The equipment CAMI will provide to complete the more comprehensive data collection effort will include: a wrist activity monitor (i.e., sleep watch) and the Psychomotor Vigilance Task (PVT) device. Ideally, the volunteer crewmember will be issued this equipment in ATL for use beginning 2 days before a trip and during the JFK-BOM flight, crew layover in Mumbai, the return BOM-JFK flight, and back to home base (ATL). Understanding the complexities of flight operations, data collection might be restricted beginning during the required crew rest in New York City just prior to the trip, continuing as just described above, until the return to New York City. Depending upon the availability and scheduling of aircrew, equipment, and support personnel, participating crewmembers will be issued all of the equipment with instructions on its

use and advice on how to record logbook entries before a trip. Support personnel (from CAMI) will travel with the crew to BOM to maintain equipment, data acquisition integrity, and to conduct data downloading procedures. This individual will download data upon arrival in Mumbai at the crew rest facility (hotel) and provide an immediate equipment reissue for the crew layover period, then conduct another download/data check and immediate equipment reissue for the return trip (BOM-JFK). When the crewmembers return to ATL (or NYC), the support personnel will complete a final download and data integrity check.

Data Collection, Analysis, and Confidentiality:

Before a trip begins, you will be briefed on the study details and will complete a Sustained Operations Assessment Profile (SOAP, see Attachment 2) and issued a Motionlogger® sleep watch (see attached Attachment 3) for continuous wear (except when showering) throughout the trip period. You will also be issued a Psychomotor Vigilance Task (PVT) device (see attached Attachment 4) and instructed on its function and operation. PVT testing sessions are 10 min in duration and require a quiet environment. Testing sessions will be scheduled to minimize disruption of flight duty responsibilities. The four testing times will be scheduled to occur before the trip begins, upon arrival in BOM at the layover hotel, at the layover hotel just before the return flight, then upon returning to JFK following the flight (see attached Attachment 5). Each crewmember will be issued a personal logbook (see attached Figure 6) and instructed on how and when to record this subjective data. The SOAP will be completed a second time before aircrew begin their return flight BOM-JFK, then a third (and last) time upon returning to JFK following the flight (see attachment 5). The equipment will be returned following this last session.

You will be assigned a participant number/code to be associated with the actigraphy, performance, and logbook data acquired. No data will be associated with your name. These de-identified data will be evaluated using various statistical procedures depending on the specific measure of interest. Your actigraphy data will be processed with sleep analysis software to identify and quantify sleep, naps, and wakefulness. It will also provide graphic and spreadsheet output that identifies measures of sleep efficiency, restlessness, and circadian disruption (see attached Attachment 7). The PVT device output identifies a variety of measures that will be evaluated in a mixed model repeated measures analysis of variance procedure. Performance changes in these data are expected to occur across the study period (test session) as a function of the influence of circadian rhythms, cumulative fatigue, and foreseen/unforeseen operational conditions. The logbook data requires transcription entry into a spreadsheet prior to analysis. These data will be used to corroborate trends found in the other data. Also, logbook entries of personal fatigue countermeasures (e.g., caffeine intake) and coping strategies (e.g., naps, stretching exercises, etc.) as well as dietary intake and comments will provide greater insight into successful personal approaches to maintaining alertness.

No experimental manipulation will occur during this data collection effort. As mentioned, all analyses will occur after the data collection period. The analysis of aggregate data conducted with these data will not allow individual participant evaluations in a manner by which any potential disqualifying condition might be revealed. The purpose of collecting and analyzing these data is to determine if the crew duty and rest periods outlined in the OpSpec A-332 are

sufficient to maintain alertness throughout the operation and to identify any potential issues regarding recovery.

Risks, Discomforts, and Inconveniences:

Risk. I understand that the possible risks from this data collection effort may include minor discomfort due to the wristband on the wrist activity monitor from a local allergic reaction to its metallic surfaces. If redness and itching occurs, notification should be made and some corrective measures will be made, such as applying moleskin tape to the WAM where skin contact is apparent.

Discomforts. Wearing the wrist activity monitor during sleep may be considered uncomfortable if you are not accustomed to wearing a wristwatch during that time.

Inconveniences. Wearing the wrist activity monitor during this study may be considered an inconvenience, as well as special care given to prevent water/moisture exposure. The WAM must be removed during routine shower hygiene and potential water exposure. With repeated PVT testing, boredom may occur, though optimal effort is required throughout the assessment period for meaningful data. Test times will require 10 min each time and logbook entries will require an estimated 2-3 min each time.

Benefits:

I will be contributing to an improved understanding of the fatigue associated with this specific city-pair flight and the effectiveness of scheduling duty and rest opportunities designed to reduce exposure to fatigue, maintain alertness and safety of flight operations. Additionally, support for planning assessment efforts for other city-pair operations by Delta Air Lines, Inc. can be made and partially based on scientific recommendations from this data collection effort.

Subject Responsibilities:

I assume an obligation to follow all of the requested testing procedures, activity log documentation, and the proper use of the PVT and the activity monitor. You will return the PVT and MotionLogger in the condition that it was issued.

Compensation and Injury:

Medical care and compensation is available through your Delta Air Lines, Inc. employee procedure if injury incurred by your participation during this data collection effort.

Subject's Assurances:

Delta Air Lines, Inc. and Dr. Nesthus or his research representative has adequately answered any and all questions I have about this data collection effort, my participation, and the procedures involved. I understand that Dr. Nesthus or his representatives will be available to answer any questions concerning procedures throughout the time of your participation.

I understand that if new findings develop during the course of my participation, I will be informed.

I have not given up any of my legal rights or released any individual or institution from liability for negligence.

I understand that records of my participation will be kept confidential, and that I will not be identifiable by name or description in any reports or publications about this effort.

I understand that I may withdraw from participation at any time without penalty or loss of benefits to which I am otherwise entitled. I also understand that Delta Air Lines management, or the researcher may terminate my participation if he/she feels this to be in my best interest.

If I have questions about this data collection effort, or need to report any adverse effects from participation, I will contact Delta Air Lines management or Dr. Nesthus at (405) 954-6297 or at tom.nesthus@faa.gov during the work-day or at (405) 615-0085 in the evening or on weekends.

Signature Lines:

I have read this consent document. I understand its contents, and I consent to participate in this study under the conditions described. I have received a copy of this consent form.

Research Subject: _____ Date: _____

Investigator: _____ Date: _____

Witness: _____ Date: _____

Protocol_Revised_v3.0(09/06/07)

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

ESTABLISHMENT OF ALPA NOTES GRANTOR TRUST

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 June 1, 2006, and

WHEREAS, both parties entered into an agreement to establish a method by which to control the accumulation and distribution of certain portions of the funds received by the pilots as a result of the ALPA Notes, and

WHEREAS the Company and the Association desire that this agreement be incorporated into the PWA.

NOW THEREFORE, it is mutually agreed:

1.

Attachment 1 to this MOU, a NOTE AGREEMENT entitled **ALPA NOTES**, requires the establishment and operation of a Grantor Trust that will hold and eventually distribute the funds resulting from the ALPA Notes. This attached NOTE AGREEMENT is hereby incorporated into the PWA.

2.

This Memorandum of Understanding will become effective on its date of signing and will remain in effect for the duration of the PWA.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding this 21st day of November, 2007.

FOR THE COMPANY

FOR THE ASSOCIATION

Geraldine P. Carolan
Vice President - Labor Relations

Captain Timothy S. O'Malley
Chairman, MEC Negotiating Committee