

**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**

**Signed: May 2, 1972**

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## **AGREEMENT**

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**in the Service of**

**DELTA AIR LINES, INC.**

**as Represented by**

**THE AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL**

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between DELTA AIR LINES, INC., (hereinafter known as the "Company"), and the AIR LINE PILOTS in the service of DELTA AIR LINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter known as the "Association").

It is hereby mutually agreed:

### **SECTION 1 - RECOGNITION**

The Air Line Pilots Association, International, has furnished the Company proof that a majority of the airline pilots employed by the Company have designated the Association to represent them and in their behalf negotiate and conclude an Agreement with the Company as to hours of labor, wages, and other employment conditions covering the pilots in the employ of the Company in accordance with the provisions of the Railway Labor Act, as amended.

### **SECTIONS 2 - DEFINITIONS**

As used in this Agreement, the term:

- (A)
  - (1) "Pilot" means captain, first officer, second officer and unassigned pilot as defined herein and, unless otherwise stated herein, shall mean all classifications.

- (2) “Currently Qualified Pilot” means a pilot who holds the proper current qualifications to fly revenue trips or a pilot who is scheduled to be qualified by the fifth (5th) day of the month following the close of a bid period.
- (B) “Captain” means an employee who is pilot in command and who is responsible for the manipulation of, or who manipulates, the flight controls of an aircraft while under way, including takeoff and landing of such aircraft; who is properly qualified to serve as and holds currently effective airman’s certificates authorizing him to serve as such pilot.
- (C) “First Officer” means an employee who is second in command and who is to assist or relieve the captain in the manipulation of the flight controls of an aircraft while under way, including takeoff and landing of such aircraft; who is properly qualified to serve as and holds currently effective airman’s certificates authorizing him to serve as such first officer.
- (D) “Second Officer” means an employee who is a qualified pilot holding a commercial license and who, in addition, holds a currently effective flight engineer certificate.
- (E) “Unassigned Pilot” means a pilot in the employ of the Company who does not hold a base position as a captain, first officer or second officer.
- (F) “Day Flying” means all flying between the hours of 6:00 a.m. and 6:00 p.m. standard time, and “Night Flying” means all flying between the hours of 6:00 p.m. and 6:00 a.m. standard time of the last station of departure.
- (G) “Month” means calendar month and “Mile” means statute mile, except as otherwise provided in Section 24(M)(3).
- (H) “Flying Pay” means equipment base pay, hourly, mileage, gross weight, and foreign and overseas pay as specified in this Agreement.
- (I) “Scheduled Flights” means:
- (1) The flights included in the published schedule and extra sections thereof.
  - (2) Any flight shown on a pilot’s regular line of time.
- (J) “Non-Scheduled Flights” means: publicity; contract; charter flights not shown on a pilot’s regular line of time; scenic; attempts; rerouted flights; ferries; engine, instrument, airplane and radio test flights; and experimental and airway aid test flights.
- (K) “Block-to-Block” means that period of time beginning when an aircraft first moves from the ramp blocks for the purpose of flight and ending when the aircraft comes to a stop at the ramp for the purpose of loading or unloading at the next intermediate stop or final destination or point of departure, as the case may be.

- (L) "Service" means the period of time as a pilot or supervisory pilot with the Company, except as otherwise provided in this Agreement.
- (M) "Status" or "Pilot Status" unless expressly modified in this Agreement means a pilot's position as a base bid holder in order of descending rank as follows: Captain; First Officer; Second Officer; Unassigned Pilot (note Paragraph (E) of this Section).
- (N) "Category" means a specific status on one type of equipment at a pilot base.
- (O) "Line of Time" means a pilot's monthly schedule, as follows:
- (1) Initial line of time shall be as provided in Section 24(D); 24(E)(1), (2); and 24 (L)(1) and (3) of this Agreement.
  - (2) Adjusted line of time shall be as provided in Section 24(F) of this Agreement.
- (P) "Trip" means that portion of a scheduled flight normally flown by one crew.
- (Q) "Pilot Base" means a station which is the common domicile of a pilot or group of pilots from which scheduled and non-scheduled flying is accomplished.
- (R) "Foreign and Overseas Operations" shall include all flights commencing at block-out time at the airport of last departure before leaving the boundaries of the United States as such boundaries existed January 1, 1955, and any destination outside such boundaries, any flight or flights at or between any airport or airports outside such boundaries, and all flights between any airport outside such boundaries and block-in time at the first airport of arrival within such boundaries.
- (S) "Scheduled Time" means the time specified in the operating schedules used by the Company for flying pay purposes.
- (T) "Trip Hours" means all the time which passes from the time a pilot is required to report, or actual reporting time, whichever is later, at the airport of his domicile prior to proposed flight departure, to the time a pilot is released, minimum thirty (30) minutes after block-in time for Domestic, one (1) hour for International, at his domicile for a legal rest free from all duty with the Company.
- If a pilot reports for duty at his home domicile and does not depart, trip hours will terminate when notification of release is provided the Operations office from Flight Control via teletype.
- (U) "Operational Duty Hours" means all the elapsed time between the time a pilot is required to report for flight or deadhead duty, or does report for such duty, whichever is later, prior to the proposed departure of a flight and to the time a pilot is released after the conclusion of block-in time at the pilot's scheduled terminus for that flight,

minimum one-half (1/2) hour for domestic flights and test flights or one (1) hour for international flights, minus the actual block-to-block time or the actual deadhead block-to-block time incurred en route, or both. If the flight does not depart, operational duty hours shall end when a pilot is released from such flight by Flight Control provided such release is for a period of four (4) hours or more. Operational duty hours shall continue to apply at an intermediate or alternate airport unless a pilot is released from duty in accordance with the provisions of Section 16, Paragraph (C), Subparagraph (3). Operational duty hours shall continue to apply between flights or deadhead duty unless the pilot is released to occupy hotel or motel accommodations as provided for in Section 13(A)(2). Operational duty hours shall continue to apply at the pilot's home base unless the elapsed time between his release time for the incoming flight or deadhead duty and his reporting time for the outgoing flight or deadhead duty is more than four (4) hours, provided that such pilot remains on duty.

- (V) "Jet" equipment means any turbine-powered equipment.
- (W) "Rotation" means a trip or series of trips beginning when a pilot is scheduled to depart his pilot base, and ending when such pilot is scheduled to receive at his pilot base a legal off-duty period as described in Section 16(C)(3).

### SECTION 3 - PILOTS' EQUIPMENT BASE PAY

- (a) Each pilot when serving as a captain shall be paid equipment base pay at the following hourly rate:

Years of Service	<u>B-747</u>	<u>L-1011</u>	<u>DC-8-61</u>	<u>DC-8-33</u>	<u>DC-8-51</u>
1	\$9.60	\$7.88	\$6.61	\$5.79	\$6.04
2	10.06	8.29	6.98	6.14	6.40
3	10.53	8.69	7.36	6.87	6.77
4	11.01	9.10	7.73	6.87	7.15
5	11.51	9.53	8.12	7.26	7.51
6	11.97	9.91	8.48	7.60	7.86
7	12.39	10.27	8.81	7.98	8.25
8	12.92	10.72	9.23	8.51	8.63
9	13.34	11.10	9.56	8.71	8.97
10	14.00	11.65	10.08	9.22	9.48
11	14.65	12.20	10.60	9.74	9.98
12*	15.30	12.76	11.12	10.25	10.50

\*and thereafter

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Years of	<u>CV-880/ B-727</u>	<u>DC-9-32</u>	<u>DC-9-14</u>	<u>L100-20/ L-382</u>
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<u>Service</u>				
1	\$ 6.40	\$ 7.01	\$ 6.56	\$ 4.34
2	6.78	7.36	6.92	4.71
3	7.15	7.72	7.28	5.07
4	7.53	8.11	7.67	5.42
5	7.92	8.50	8.04	5.82
6	8.28	8.87	8.42	6.16
7	8.65	9.25	8.78	6.54
8	9.02	9.62	9.16	6.90
9	9.36	9.95	9.49	7.23
10	9.88	10.48	10.00	7.73
11	10.39	10.99	10.52	8.24
12*	10.90	11.52	11.03	8.74

\*and thereafter

- (B) Each pilot when serving as a first officer shall be paid equipment base pay at the following hourly rates:

<u>Years of Service</u>	<u>B-747</u>	<u>L-1011/ DC-10</u>	<u>DC-8-61</u>	<u>DC-8-33</u>	<u>DC-8-51</u>
2	\$5.23	\$ 4.32	\$ 3.63	\$ 3.19	\$ 3.33
3	6.32	5.21	4.42	3.91	4.07
4	6.72	5.56	4.72	4.20	4.37
5	7.14	5.91	5.03	4.51	4.66
6	7.54	6.25	5.34	4.79	4.98
7	7.93	6.58	5.64	5.11	5.29
8	8.40	6.97	6.00	5.53	5.61
9	8.80	7.33	6.31	5.75	5.92
10	9.24	7.69	6.65	6.08	6.26
11	9.67	8.06	7.00	6.43	6.60
12*	10.10	8.42	7.34	6.77	6.93

\*and thereafter

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<u>Years of Service</u>	<u>CV-880/ B-727</u>	<u>DC-9-32</u>	<u>DC-9-14</u>	<u>L100-20/ L-382</u>
2	\$ 3.55	\$ 3.87	\$ 3.62	\$ 2.25
3	4.30	4.58	4.30	3.05
4	4.60	5.02	4.72	3.30
5	4.92	5.44	5.12	3.60
6	5.22	5.71	5.42	3.88
7	5.54	6.05	5.72	4.17
8	5.87	6.35	6.03	4.47
9	6.18	6.68	6.35	4.77

10	6.53	6.97	6.63	5.10
11	6.86	7.28	6.92	5.43
12*	7.20	7.57	7.21	5.77

\*and thereafter

- (C) Each pilot when serving as a second officer shall be paid equipment base pay at the following hourly rate:

Years of Service	<u>B-747</u>	<u>L-1011/DC-10</u>	<u>DC-8-61</u>	<u>DC-8-33</u>	<u>DC-8-51</u>
2	\$2.61	\$ 2.11	\$ 1.64	\$ 1.59	\$ 1.70
3	3.45	2.82	2.26	2.20	2.33
4	3.80	3.10	2.48	2.41	2.54
5	4.10	3.34	2.71	2.66	2.80
6	4.40	3.59	2.94	2.88	3.02
7*	4.73	3.87	3.19	3.12	3.27

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Years of Service	<u>CV-880/B-727</u>	<u>L100-20/L-382</u>
2	\$ 2.09	\$ 1.26
3	2.66	1.75
4	2.89	1.96
5	3.11	2.20
6	3.36	2.42
7	3.61	2.64

\*and thereafter

Effective February 1, 1973, the following equipment base pay rates will be effective:

- (A) Each pilot when serving as a captain shall be paid equipment base pay at the following hourly rate:

Years of Service	<u>B-747</u>	<u>L-1011</u>	<u>DC-8-61</u>	<u>DC-8-33</u>	<u>DC-8-51</u>
1	\$12.31	\$10.19	\$8.75	\$7.88	\$8.08
2	12.79	10.62	9.13	8.24	8.46
3	13.28	11.03	9.53	8.60	8.85
4	13.78	11.46	9.92	9.00	9.24
5	14.31	11.91	10.33	9.41	9.62
6	14.79	12.31	10.70	9.77	9.99
7	15.22	12.69	11.05	10.16	10.39
8	15.78	13.16	11.49	10.72	10.79
9	16.22	13.55	11.83	10.93	11.15

10	16.91	14.13	12.37	11.46	11.68
11	17.59	14.70	12.92	12.00	12.20
12*	18.27	15.29	13.46	12.54	12.74

\*and thereafter

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Years of Service	<u>CV-880/ B-727</u>	<u>DC-9-32</u>	<u>DC-9-14</u>	<u>L100-20/ L-382</u>
1	\$ 8.32	\$ 8.80	\$ 8.29	\$ 5.97
2	8.72	9.16	8.68	6.35
3	9.11	9.54	9.05	6.73
4	9.50	9.95	9.46	7.10
5	9.91	10.36	9.85	7.51
6	10.29	10.74	10.24	7.87
7	10.67	11.14	110.62	8.27
8	11.06	11.53	11.02	8.64
9	11.42	11.87	11.36	8.99
10	11.96	12.43	11.89	9.51
11	12.49	12.96	12.44	10.04
12*	13.03	13.51	12.97	10.57

\*and thereafter

- (B) Each pilot when serving as a first officer shall be paid equipment base pay at the following hourly rate:

Years of Service	<u>B-747</u>	<u>L-1011/ DC-10</u>	<u>DC-8-61</u>	<u>DC-8-33</u>	<u>DC-8-51</u>
2	\$6.65	\$5.53	\$4.75	4.28	\$4.40
3	7.97	6.62	5.72	5.18	5.32
4	8.41	7.00	6.05	5.50	5.65
5	8.87	7.39	6.40	5.84	5.97
6	9.31	7.176	6.74	6.16	6.32
7	9.74	8.13	7.07	6.51	6.66
8	10.26	8.55	7.47	6.96	7.01
9	10.70	8.95	7.81	7.21	7.36
10	11.16	9.33	8.16	7.56	7.71
11	11.61	9.71	8.53	7.92	8.07
12*	12.06	10.09	8.88	8.28	8.41

\*and thereafter

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Years of Service	<u>CV-880/ B-727</u>	<u>DC-9-32</u>	<u>DC-9-14</u>	<u>L100-20/ L-382</u>
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2	\$4.56	\$4.81	\$4.53	\$3.10
3	5.47	5.67	5.36	4.05
4	5.80	6.14	5.81	4.32
5	6.16	6.60	6.25	4.64
6	6.49	6.90	6.57	4.96
7	6.84	7.27	6.90	5.27
8	7.20	7.59	7.24	5.60
9	7.54	7.95	7.59	5.93
10	7.90	8.26	7.88	6.27
11	8.25	8.58	8.18	6.62
12*	8.60	8.88	8.49	6.98

\*and thereafter

- (C) Each pilot when serving as a second officer shall be paid equipment base pay at the following hourly rate:

Years of Service	<u>B-747</u>	<u>L-1011/DC-10</u>	<u>DC-8-61</u>	<u>DC-8-33</u>	<u>DC-8-51</u>
2	\$3.66	\$3.01	\$2.47	\$2.41	\$2.50
3	4.79	3.96	3.32	3.25	3.36
4	5.18	4.27	3.57	3.49	3.59
5	5.51	4.55	3.83	3.77	3.88
6	5.85	4.83	4.08	4.01	4.13
7*	6.22	5.14	4.36	4.28	4.41

\*and thereafter

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Years of Service	<u>CV-880/B-727</u>	<u>L100-20/L-382</u>
2	\$ 2.85	\$ 1.90
3	3.63	2.57
4	3.89	2.81
5	4.13	3.07
6	4.41	3.32
7	4.69	3.56

\*and thereafter

## SECTION 4 - CAPTAINS' HOURLY PAY

- (A) Each pilot when serving as captain shall be paid hourly flying pay for each pay hour flown, payable monthly, at day or night rates based on the speed in miles per hour of the equipment flown as follows:

		<u>Day</u>	<u>Night</u>
275 UTBNI*	325 MPH	\$9.85	\$12.85

325	375 MPH	12.72	15.72
375	473 MPH	13.00	16.00
474	500 MPH	13.25	16.25
500 and over		13.65	16.65

\*Up to but not including

- (B) In determining flight time for flying pay purposes, the actual time from block-to-block (stop to stop) or the scheduled time from block-to-block (stop to stop), or the scheduled time from block-to-block (stop to stop), whichever is greater, shall be used on all scheduled and extra section flights and the actual time from block-to-block (stop to stop) shall be used on all non-scheduled flights as defined in Section 2, Paragraph (J). The speed for pay purposes for all such flying shall be not less than 360 MPH for L100-20/L-382 equipment; 428 MPH for Douglas DC-9 equipment; 472 MPH for Convair 880 and Boeing 727 equipment; 474 MPH for Douglas DC-8 equipment, Douglas DC-8 equipment, Douglas DC-10 equipment and L-1011 equipment; and 500 MPH for B747 equipment.
- (C) In computing hourly pay, day and night hours shall be used as defined in Section 2, Paragraph (F) of this Agreement.
- (D) For pay and flight time credit purposes, the date on which a pilot is scheduled to originate his portion of a trip shall be considered the date on which the trip was flown.
- (E) Each pilot when serving as captain flying in the Foreign and Overseas Operations shall receive Three Dollars and Forty Cents (\$3.40) per hour in addition to other rates of compensation provided in this Agreement.
- (F) When a scheduled or extra section flight does not land at a stop scheduled on that flight for any reason, the scheduled time from block-to-block or the actual time from block-to-block, whichever is greater, shall be paid a though the stop had been made.
- (G) If aircraft other than the equipment listed above are placed in revenue operation, prior thereto conferences shall be initiated by either the Company or the Association under the provisions of the Railway Labor Act, as amended, irrespective of Section 38 of this Agreement, for the purpose of establishing rates of pay, rules and working conditions applicable to such new equipment. Such rates of pay, rules and working conditions shall be effective as of the date the equipment is placed in scheduled or non-scheduled operation by the Company. Pilots shall fly such new aircraft in the Company's scheduled and nonscheduled operation at such time as such aircraft are declared airworthy by the Federal Aviation Agency whether or not rates of pay, rules and working conditions for such equipment have been agreed upon; provided, however, that this obligation shall not continue if such rates of pay, rules and working conditions have not been agreed upon for a period of six (6) months after such new aircraft has been placed in operation by the Company.

- (H) In addition to other rates of compensation stipulated in this Agreement, pilots when flying as captains shall be paid operational duty pay at the rate of Two Dollars Seventy-five (\$2.75) per operational duty hour.

## **SECTION 5 - CAPTAINS' MILEAGE PAY**

- (A) Each pilot when serving as captain shall be paid monthly mileage pay at the rate of three cents (3 cents) for each flight mile credited.
- (B) For the purpose of determining mileage to be used in mileage pay computation for pilots when serving as captains, the pay hours flown as determined in Section 4 of this Agreement shall be used and shall be multiplied by the pegged speed of the equipment flown.
- (C) Pegged speed for mileage pay computation purposes shall be as stipulated in Section 4(B) of this Agreement.

## **SECTION 6 - CAPTAINS' GROSS WEIGHT PAY**

Each pilot when serving as captain shall be paid gross weight pay at the rate of three cents (3 cents) per pay hour for each 1000 pounds up to and including 409,000 pounds and two (2 cents) for each 1000 pounds above 409,00 pounds of the maximum certificated gross weight of the airplane flown.

For the purpose of computing gross weights, odd amounts of 500 pounds or less shall be disregarded and odd amounts of over 500 pounds shall be considered to be 1000 pounds.

The average weight of the Company's fleet of aircraft of a type shall be used as the maximum certificated gross weight. DC-8 Series 50, DC-8 Series 60, DC-9 Series 10, and DC-9 Series 30 will be considered as separate aircraft fleets for the purpose of computing average gross weight. The DC-10/L-1011 shall be considered as one aircraft fleet for the purpose of this Section.

Where aircraft of another carrier are used, the maximum certificated gross weight used for individual aircraft shall be the average weight of the aircraft made available by that carrier.

Gross weights will be reviewed quarterly and adjusted where necessary.

## **SECTION 7 - FIRST OFFICERS' FLYING PAY**

- (A) During his first year of service as a pilot with the Company, each pilot serving as first officer shall be paid at the rate of Six Hundred Twenty-five Dollars (\$625.00) per month. Each pilot who has completed one year of service with the Company as a pilot shall when serving as first officer be paid the percentage of the total flying pay of a captain, had his first officer time been performed as captain, as follows:

2nd year	52% of 2nd year CTFP*
3rd year	60% of 3rd year
4th year	61% of 4th year
5th year	62% of 5th year
6th year	63% of 6th year
7th year	64% of 7th year
8th year	65% of 8th year
9th year	66% of 9th year
10th year	66% of 10th year
11th year	66% of 11th year
12th year and thereafter	66% of 12th year

\*Captain total flying pay except equipment base pay

- (B) In computing the hours for each pilot serving as first officer, for pay purposes, the method used shall be the same as that used for captain.
- (C) Each pilot serving as first officer flying the Foreign and Overseas Operations shall be paid in addition to other rates of compensation provided in this Agreement, his applicable first officer percentage of captain pay set forth in Section 4(E).
- (D) In addition to other rates of compensation stipulated in this Agreement, pilots eligible for flying pay serving as first officer shall be paid operational duty pay at their applicable percentage of captain operational duty pay as set forth in Section 4(H).

## **SECTION 8 - SECOND OFFICERS' FLYING PAY**

- (A) During his first six months of service as a pilot with the Company, each pilot serving as second officer shall be paid at the rate of Six Hundred Twenty-five Dollars (\$625.00) per month. During his second six months of service as a pilot with the Company, each pilot serving as second officer shall be paid at the rate of Six Hundred and Fifty Dollars (\$650.00) per month. Each pilot who has completed one year of service with the Company as a pilot shall when serving as second officer be paid the percentage of the total flying pay of a captain, had his second officer time been performed as captain, as follows:

2nd year	41% of 2nd year CTFP*
3rd year	52% of 3rd year
4th year	53% of 4th year
5th year	54% of 5th year

6th year	55% of 6th year
7th year	56% of 7th year

\*Captain total flying pay except equipment base pay

- (B) In computing the hours for each pilot serving as second officer, for pay purposes, the method used shall be the same as that used for captains.
- (C) Each pilot serving as second officer flying the Foreign and Overseas Operations shall be paid in addition to other rates of compensation provided in this Agreement, his applicable second officer percentage of captain pay set forth in Section 4(E).
- (D) In addition to other rates of compensation stipulated in this Agreement, pilots eligible for flying pay serving as second officers shall be paid operational duty pay at their applicable percentage of captain operational duty pay as set forth in Section 4(H).

**SECTION 9 - MINIMUM PAY GUARANTEES**

- (A) In addition to earned operational duty pay, each pilot eligible for flying pay and who is assigned to the Company's Domestic Operation, shall be guaranteed minimum monthly flying pay, payable monthly, consisting of sixty-two and five tenths (62.5) hours of flying pay, half day and half night. In the event more than one type of equipment is shown on his regular line of time, this guarantee shall be prorated on the types of equipment in the amount each type of equipment is scheduled in relation to the total scheduled time shown on the line of time.
- (B)
  - (1)
    - (a) Each pilot eligible for flying pay who is the holder of a reserve line of time or portion thereof as provided under Section 24(D) and (F), shall be guaranteed appropriate minimum monthly flying pay, payable monthly as follows:

B-747 Reserve Line	70 hrs. @ B747 rates, half day, half night
DC-10 Reserve Line	70 hrs. @ DC-10 rates, half day-half night
L-1011 Reserve Line	70 hrs. @ L1011 rates, half day-half night
DC-8 Reserve Line	70 hrs. @ DC8* rates, half day, half night
CV-880 Reserve Line	70 hrs. @ CV-880 rates, half day-half night

B-727 Reserve Line	70 hrs. @B-727 rates, half day-half night
DC-9 Reserve Line	70 hrs. @ DC-9** rates, half day-half night
L-100 Reserve Line	70 hrs. @ L-100-20 rates, half day-half night
CV440 Reserve Line	70 hrs. @ L-100-20 rates, half day-half night

and in addition, he shall be guaranteed fifty-three (53) hours of his appropriate operational duty pay as applicable to his status as a reserve line of time holder.

\* This guarantee shall be prorated on the basis of the ratio of hours flown on each type of DC8 (DC8-61, DC8-51, DC8-33) to the total hours flown.

\*\* This guarantee shall be prorated on the basis of the ratio of hours flown on each type of DC9 (DC9-32, DC9-14) to the total hours flown.

(b) The monthly guarantee as provided in 9(A) and 9(B)(1)(a) shall not be reduced by such pilot flying lower paying equipment than that flown on his line of time. In the event a reserve line of time holder flies higher paying equipment than that shown on his reserve line of time, this guarantee shall be prorated on the types of equipment in the amount he flies each type of equipment as his total flying time for the month.

(c) The monthly guarantee as provided in 9(B)(1)(a) shall also apply to any other pilot during any month in which he flies in a higher pilot status as provided under Section 25(A)(4) and Section 24(B)(3) and, furthermore, such pilot shall be protected on each trip under the provisions of Section 9(H).

(d) In any month during which a pilot holds a reserve line for a portion of the month, this guarantee shall apply proportionately to the number of days during which he was a holder of such line.

(2) When a reserve line pilot, or a pilot considered as such as a result of the application of Section 25 of this Agreement, is scheduled to fly a trip or trip sequence originating in a given month and terminating on or after the first day of the succeeding month and flies such trip or trip sequence into the following calendar month, he shall not be considered to have been designated a reserve line holder for such succeeding month on the basis of having been scheduled to fly into the month. In such case he shall be paid and credited either for flying performed or a reserve line holder's guarantee on the equipment covered prorated on a daily basis, whichever is greater. Upon first reaching his pilot base he shall revert to his current line of time.

- (C) In addition to earned operational duty pay, each unassigned pilot who is eligible for flying pay shall be guaranteed minimum monthly pay, payable monthly, consisting of sixty-one and one-half (61-1/2) hours of flying pay, half day and half night at second officer rates applicable to L-100-20 equipment irrespective of the provisions of Section 9(B).
- (D) In addition to equipment base pay and earned operational duty pay, each pilot who is eligible for flying pay and who is assigned exclusively to the Company's Foreign and Overseas Operations shall be guaranteed minimum monthly flying pay, including Foreign and Overseas pay, payable monthly, consisting of sixty-four (64) hours of flying pay, half day, half night. A pilot who is awarded or assigned exclusively to the Company's Foreign and Overseas Operations shall not be required to make up flying time on the Company's Domestic Operations for the purposes of the above guarantee.
- (E) When domestic and international flying is combined on the same line of time, the pilot's monthly guarantee shall be prorated in accordance with the hours scheduled in each type operation during that month.
- (F) The above monthly guarantees shall be prorated on a daily basis in any month during which a pilot is on vacation, sick leave, leave of absence, furlough, or voluntarily drops a portion of his line of time.
- (G)
  - (1) When a pilot is awarded or assigned a regular line of time and equipment other than the type normally used is substituted on a trip or trips on that line of time and he flies such trip or trips, he shall in no case be paid less than the rate applicable to the equipment specified on the line of time for the actual or scheduled flight time, whichever is greater, applicable to the equipment flown. This Paragraph shall apply to a Company approved trip swap between regular line of time holders.
  - (2) Subsequent to the 20th of any month if a regular line holder is unable to fly a rotation or portion thereof as shown on his line of time due to a substitution of equipment on which he is not currently qualified, cancellation or overflight, he shall be paid and credited for the scheduled time so lost. In such case, the Company may deadhead the pilot to fly the balance of the rotation. In no case shall the pilot be paid and credited for less than scheduled time for the rotation.
- (H) Except as provided in Section 16(A) (Exceeding Monthly Maximum) and Section 32 (Investigation and Discipline) of this Agreement, each pilot who is removed from his regular line of time shall be paid operational duty pay and flying pay (including Foreign and Overseas pay) on a scheduled basis for the trips shown and shall receive flight time credit for the trips shown, or pay and credit as provided in this Agreement for the trip or trips flown whichever is greater. In computing whichever is greater each trip flown will be compared to that trip shown on his line of time he would have flown and the pilot shall receive pay and credit for the greater of the two.

- (I) When a pilot eligible for flying pay reports for or flies a flight or flights for which flying pay is paid, he shall in addition to earned operational duty pay be paid for the actual time flown but not less than a minimum of two (2) hours' flying pay at the rates specified in this Agreement and he shall be credited with such time toward his monthly maximum flying time.
- (J) Any trip or trips included in a Company-approved trip swap between regular line holders shall be considered as an integral part of that pilot's line of time. Trip swaps will not be approved until initial escalations have been awarded.
- (K) When a regular line holder by application of Section 24(J)(White Slip) has a rotation shown on his line of time, that rotation shall become an integral part of that pilot's line of time unless displaced.

## **SECTION 10 - TRAINING PAY**

- (A) All inflight instructors that are employed by Delta Air Lines shall be presently on, or have been on, the Delta Air Lines System Seniority List.
- (B) Except as otherwise provided in this Section, all pilots undergoing training will be removed from regular flying for the duration of their training period. Such training period will include any travel time necessary to place a pilot in position for this training and also return to his base after training has been completed.
  - (1) Other than designated line check airmen, no pilot flight instructors or check airmen will be awarded a line of time during any month in which they are scheduled to be utilized as other than line pilots.
  - (2) A line pilot who is utilized as a flight or simulator instructor after the bid period begins will be removed from his line of time for the remainder of the bid period.
- (C) Pilot training shall include ground training, flight simulator training, proficiency checks taken in a flight simulator, pilots qualifying on new equipment, pilots being upgraded to higher paying equipment, pilots being qualified for a different status, and pilots who, for any reason, are receiving training required by Federal Air Regulations on any equipment on which they have not previously been qualified, or such equipment on which their qualifications have, with Company sanction, lapsed.

The following shall be excluded from the provisions of this Section:

- (1) Pilot flight proficiency checks not involving deadheading.
- (2) Three (3) qualification landings required under Federal Air Regulations to reinstate an otherwise current equipment qualification not involving

deadheading and not taken during a pilot's forty-eight (48) hour or ninety-six (96) hour off-duty periods, as appropriate.

- (D) When undergoing training, a pilot shall receive flight time credit on the basis of trip(s) missed on his line of time; however, not less than two hours and thirty minutes (2:30) flight time credit for each day or portion thereof he is in training. A pilot who has not received a base bid or assignment is not eligible for the provision of this Paragraph. When training is suspended for normal weekends or holidays, such days will be considered training days and the pilot will be on training pay and status.
- (E) A pilot who is eligible for flying pay when undergoing training as above shall be paid scheduled operational duty pay and scheduled flying pay for trip(s) shown, or two hours and thirty minutes (2:30) (half day and half night) on the highest paying equipment shown on his line of time a projected at the time of entering training and subsequent line of time awards for each day he is in training, whichever is greater. Unassigned pilots, when undergoing training, shall be paid a pro rata share of their minimum guarantee for each day of such training. Trips shown as used in this Paragraph shall include any trip(s) shown prior to and/or subsequent to training due to the application of Federal Air Regulations.
- (F) When receiving pilot-in-command operational experience as required under Federal Air Regulations, a pilot will be paid at rates appropriate to the aircraft on which the operational experience is received, irrespective of the provisions of Section 9(B)(1) (Minimum Pay Guarantees) or (E) above.
- (G) When in any month a pilot, as a result of training, fails to receive as a regular line holder, five (5) forty-eight (48) or three (3) forty-eight (48) and one (1) ninety-six (96) hour periods as scheduled on his initial line of time, he shall have one (1) day added to his primary vacation for each twenty-four (24) hour period or part thereof of the forty-eight (48) or ninety-six (96) hour period(s) not received.
- (H) For transportation to and from training, positive space transportation or extra crew member authority will be provided over the Company's system on trips designated by the Company.
- (I)
  - (1) All training will be scheduled and posted prior to the issuance of the line of time selection sheets. If an aircraft proficiency check is scheduled at a pilot domicile and conflicts with a rotation on a pilot's line of time, the proficiency check may be moved by mutual consent. This provision will become effective July 1 following the effective date of this Agreement.
  - (2) Any training scheduled subsequent to Paragraph (I)(1) above will be only with pilot's consent.

- (3) The first flight of initial inflight training will be scheduled during the hours of daylight (off to on) exclusive of briefing and debriefing unless the pilot has received instruction in a simulator of the same type as the aircraft.
  - (4) During a flight on which a pilot is receiving a type rating, there shall be no simultaneous training at any other crew member station (first officer, second officer).
  - (5) Training time, beginning with a pilot's reporting time for a training period and ending when he is released from training at the end of the period, shall be counted as duty time for purposes of duty time limitations only. The provisions of this paragraph shall not apply to proficiency checks, if the total time from reporting to release is four (4) hours or less.
  - (6) Each pilot undergoing training will receive a minimum of ten (10) hours free of duty between training periods.
  - (7) No line pilot shall normally be scheduled for flight training between the hours of 0030 and 0500 including briefing and debriefing time.
  - (8) Training shall not normally exceed eight (8) hours in any twenty-four (24) hour period.
- (J) Any pilot failing to satisfactorily complete a proficiency check will be retained under his appropriate line of time guarantee, excluding sick leave, for a period of thirty (30) calendar days or until disposition of his case by the Company, whichever is later.
- (K) A pilot receiving initial ground or flight training at his domicile shall not be required to perform any duty for eight (8) hours before such training and he shall be paid and credited for trips shown due to the application of this provision.
- (L) When deadheading to ground or flight training, a pilot shall not be required to report for training earlier than ten (10) hours after arriving at the base where training will be conducted.
- (M) General Rules on Simulator Training:
- (1) Training periods in a flight simulator shall not normally exceed four (4) hours per day, and total training periods shall not normally exceed eight (8) hours in any twenty-four (24) hours period.
  - (2) A pilot will not be required to take flight simulator training between the hours of 0030 and 0500 including any briefing or debriefing time.
  - (3) A pilot will be shown a copy of any report prepared on his simulator training upon request.

- (4) If a pilot's performance on a proficiency check in a flight simulator, other than on initial training, is considered unsatisfactory, he shall have the opportunity of demonstrating his proficiency in the aircraft on the maneuvers that had been unsatisfactory in the flight simulator..
- (5) Flight simulator time shall not be considered as flight time. Required flight simulator training shall be considered time on duty only for the purpose set forth in Section 16(C) (Hours of Service) of this Agreement.
- (N) Any pilot employed by the Company shall not be required to pay for training required and conducted by the Company for the purposes of procuring or maintaining the pilot's or the Company's airline certificates or other licenses.
- (O) The Company will schedule recurrent ground, simulator, and flight training, in that order, during a ninety (90) day period. This provisions will become effective July 1 following the effective date of this Agreement.
- (P) If requested by the pilot, a Delta pilot representative of his choice who is currently a line check airman on the appropriate equipment may be present in the cockpit as an observer on any proficiency training.
- (Q) A change of flight or simulator instructors shall be granted at a pilot's request. Such request shall be in writing, stating the reason or reasons therefor.

## **SECTION 11 - DEADHEAD PAY**

- (A)
  - (1) When a pilot is scheduled to deadhead by air to or from protecting a flight shown on his line of time such pilot shall receive, in addition to earned operational duty pay, flight pay and flight time credit at full applicable rates (half day and half night) for each hour of such deadhead time based on the equipment used on the flight protected. When deadheading by air, operational duty hours shall begin thirty (30) minutes before scheduled departure time or actual reporting, whichever is later, and shall terminate at the same time specified for flights in Section 2, Paragraph (U).
- (B) When, at Company request, a pilot deadheads by surface transportation to or from protecting a flight, such pilot shall receive pay for such surface deadheading at rates specified in Section 4(H) for operational duty pay. Such surface deadheading shall be deemed to commence at the scheduled time of departure of the surface transportation utilized, and shall be deemed to terminate at the time of scheduled arrival of the surface transportation utilized at point of destination. It is not intended that surface transportation utilized between airports and layover facilities be deemed "deadhead by surface transportation."

(C) Ground Travel Time Between Airports.

- (1) Trip hours, duty hours, and operational duty hours shall include ground travel between airports incurred:
  - (a) When a pilot is scheduled to depart and scheduled to terminate at different airports at his domicile,
  - (b) When a pilot is scheduled to originate or scheduled to terminate at an airport or airports other than his airport of domicile.
- (2) In accordance with the above, ground travel time shall be determined as follows:

Fort Lauderdale-Miami (as per (a) above)	:45 (forty-five minutes) either way
Love Field-Greater Southwest (as per (a) above)	:25 (twenty-five minutes) either way
Midway-O'Hare (as per (a) above)	1:10 (one hour and ten minutes) either way
Newark-Kennedy (as per (b) above)	1:20 (one hour and twenty minutes) either way
Newark-LaGuardia (as per (b) above)	1:20 (one hour and twenty minutes) either way
LaGuardia-Kennedy (as per (b) above)	:45 (forty-five minutes) either way

- (3) In the event the Company utilizes two or more airports at other pilot domiciles, conferences may be initiated by either the Company or the Association under the provisions of the Railway Labor Act, as amended, irrespective of Section 38 of this Agreement for the purpose of establishing ground travel time between airports.

## **SECTION 12 - SCHEDULED AND NON-SCHEDULED FLYING**

- (A) Each pilot eligible for flying pay shall be paid flying pay in accordance with the pay differentials outlined in this Agreement on all scheduled flights and for all non-scheduled flights.
- (B) When a pilot who is eligible for flying pay is scheduled by the Company and is available but not used, and any official or employee of the Company other than a regularly assigned pilot serves as such pilot on any such scheduled trip, flying pay at regular rates for such trip shall be credited and paid to the pilot or pilots assigned to the pilot base from which the flight is made and who normally would have made the flight.
- (C) When a captain is assigned by the Company to serve as a first officer or second officer on any flight, he shall be paid, in addition to earned operational duty pay, flying pay at captains' rates on the equipment flown, or the captain reserve line guarantee for the highest paying type equipment shown on his line of time, whichever

is greater. When a first officer is assigned by the Company to serve as second officer on any flight, he shall be paid, in addition to earned operational duty pay, flying pay at first officer rates on the equipment flown, or the first officer reserve line guarantee for the highest paying type of equipment shown on his line of time, whichever is greater.

- (D) Reasonable effort shall be made to schedule each regularly assigned pilot on regular schedules in a manner which will, as nearly as possible, use up all his allowable monthly hours, in accordance with the provisions of Section 24(A).
- (E) Any pilot who is scheduled or assigned to a flight shall not be subjected to displacement by another pilot exercising his seniority rights within the nine hour and thirty minute (9:30) period prior to the scheduled time of departure of that flight except a regular line holder may displace a reserve line holder from a flight at any time within the nine hour and thirty minute (9:30) period by mutual consent and such reserve line holder shall be considered as returning from a trip at the time of displacement. Every reasonable effort shall be made to notify a pilot so displaced as soon as possible.
- (F) Scheduling assignments shall be made and posted as far in advance as practicable. In the event of a change in the schedule as posted, the Company shall notify the pilots affected as far in advance of their take-off time as the circumstances, then existing, will permit.
- (G)
  - (1) A Pilot Scheduling Committee shall be established by the pilots and shall have the right to meet with the Company prior to posting of bids on proposed schedule changes and otherwise as necessary for the purpose of advising and consulting with the Company concerning the allocation and reallocation of flying time among bases and other scheduling problems as they arise from time to time and as otherwise provided in this Agreement. The Pilot Scheduling Committee shall be notified of proposed schedule changes as far in advance as practicable.
  - (2) A Pilot Hotel Committee shall be established by the pilots and shall have the right to meet with the office of the Vice President of Flight Operations concerning hotel accommodations. Except in the event of unavailability of hotel rooms or transportation, no changes will be made to existing accommodations without thirty (30) days prior notice to the Hotel Committee or MEC Chairman.
  - (3) A Central Air Safety Committee shall be established by the pilots and shall have the right to meet with the Company concerning safety and operational matters.

- (H) This Agreement contemplates that each pilot shall devote his entire professional flying service to the Company. However, nothing in this Agreement shall prohibit any pilot from affiliating with the Armed Services of the United States.
- (I) With the exception of training flights, a minimum of three (3) qualified pilots shall be utilized on all four-engine DC-10 and Lockheed 1011 flights whereon line pilots are used.

**SECTION 13 - TRAVELING EXPENSES**

(A) Domestic

- (1) A pilot, during the period of time beginning with scheduled departure or actual reporting time, whichever is later, and continuing until such pilot is released from duty at his base station in the event of a canceled or delayed flight, or until he returns to his base station, shall receive meal allowances as follows:

<u>Meal</u>	<u>Amount</u>	<u>Meal Time*</u>
Breakfast	\$2.10	0500-0700
Lunch	2.50	1100-1300
Dinner	4.50	1700-1900

\*Local Standard Time

A meal allowance also shall be paid to a pilot at his home base during an interval of four (4) hours or less between his arrival on one flight and scheduled reporting time for his next flight when such interval includes a designated meal time.

In addition, a pilot shall receive a midnight lunch allowance of Two Dollars and Ten Cents (\$2.10) if he is on duty at 2400 log sheet time (including the thirty (30) minute debriefing time) and away from his base station at 2400.

Further, a pilot shall receive a midnight lunch allowance of Two Dollars and Ten Cents (\$2.10) if he is on a layover and three (3) hours at 2400 between his arrival time on one flight and the scheduled reporting time for his next subsequent flight.

Effective June 1, 1972, the above Paragraph (A) will be replaced with the following:

(A) Domestic

- (1) A pilot, during the period of time beginning with scheduled or actual reporting time, whichever is later, and continuing until such pilot is released from duty at his base station shall receive meal allowances of sixty cents (\$.60) for each hour, computed by the minute.
- (2) The Company shall provide comfortable and adequate lodging at regular layover stations and, in addition, suitable hotel accommodations, and transportation to and from such hotel at scheduled layover points when a pilot is

able to occupy such hotel accommodations for a minimum of four (4) hours during his scheduled layover. Single room accommodations will be provided when obtainable at a daily rate not to exceed Twelve Dollars (\$12.00), otherwise double rooms will be furnished. Pilots will check in and out of hotels so that the room clerk may know the names of pilots occupying rooms at all times. At times of check-out, each pilot shall pay for any incidental expenses incurred by him, such as telephone calls, room service, etc. In the event that regularly assigned lodging at layover stations is not available, pilots shall receive actual reasonable expenses for other lodging.

- (3) When transportation is not provided by the Company at regular layover stations, pilots shall be allowed actual necessary expenses for transportation between the airport and place of lodging.
- (4) In addition to the provisions of Subparagraphs (1), (2) and (3) above,
  - a. At scheduled layover stations where transportation is required to and from the place of lodging the captain or senior pilot crew member will be paid not less than fifteen percent (15%) of the transportation cost as reimbursement for costs associated with such transportation for the entire crew, and at layover stations where no transportation cost is paid by the Company, the captain or senior pilot crew member will be reimbursed for authorized tips that are associated with such transportation, and;
  - b. Additional reasonable expenses shall be allowed covering an extraordinary condition, including the allowance specified in (a) above.
- (5) A pilot's expense allowance while assigned to a training school or any other temporary duty or assignment away from his base station shall be sixty cents (\$.60) per hour. In addition, single room accommodations when obtainable at a daily rate not to exceed Twelve Dollars (\$12.00) will be provided, otherwise double rooms will be furnished.

(B) Foreign and Overseas Operations:

- (1) At foreign layover points the Company shall provide meals, lodging and necessary transportation between the airport and place of lodging or in lieu thereof shall allow reasonable actual expenses for such items when reported and substantiated by necessary receipts for expenses incurred.
- (2) Additional reasonable expenses shall be allowed covering an extraordinary condition.
- (3) The Company shall bear all costs incidental to visas, vaccination shots, and passports, as required by Company operations.

## SECTION 14 - MOVING EXPENSES

- (A) When a pilot is transferred at the Company's request, he shall be allowed actual moving expenses for household effects up to a maximum of 12,500 pounds or 1,400 cubic feet or its equivalent, if substantiated by properly receipted bills for shipping, insurance, drayage, packing and unpacking indicating the number of cubic feet of household effects being handled. The Company may, at its option, prescribe or control the shipment from the time of packing at the point of departure to the time of unpacking at the point of arrival, provided that consideration shall in each case be given to the needs of the individual pilot in regard to date of shipment to avoid creating hardship or expense for such pilot.
- (B) When a pilot with one or two automobiles drives such automobile or automobiles when moving at Company request from one pilot base to another pilot base or on any other Company business at the Company's request, he shall be allowed nine cents (9 cents) per mile for one automobile and eight cents (8 cents) per mile for a second automobile by the most direct usable AAA highway mileage between such points, plus actual reasonable expenses for hotel accommodations and meals en route for the pilot and members of his immediate family. A pilot owning a house trailer will be allowed five cents (5 cents) per mile (in addition to the nine cents (9 cents) allowed for his automobile) for moving his trailer by the most direct usable AAA highway mileage from the base he is vacating to his new domicile, provided he does not claim any moving expenses under Paragraph (A) of this Section.
- (C) When a pilot is transferred from one pilot base to another as a result of being the successful bidder, he shall bear his own expenses, except space-available transportation shall be furnished to him and his family to the extent permitted by law. When a pilot changes his base as a result of being awarded a permanent position and such position is discontinued within six (6) months after the date on which such position was to be filled, the transfer of such pilot from such base shall be considered as being at Company request and such pilot shall, if he elects to move at the time his position is canceled, receive moving expenses as provided in Paragraphs (A) and (B) of this Section.
- (D) When the Company first establishes a pilot base or re-establishes a discontinued base such base shall be considered as a new base for a period of twelve (12) months beginning with the effective date of the assignment of the initial group of pilot personnel, and during such twelve (12) months' period successful bidders at such a base shall be considered as having transferred at Company request and Paragraphs (A), (B) and (F) of this Section shall apply provided that if such pilot's position is not canceled (except for a cancellation caused by his not being able to maintain his status at the base) and
  - (1) During such twelve (12) months' period he successfully bids a position at another new or re-established base he shall be considered as having

transferred at his own request and bear his own moving expenses, and provided further.

- (2) That if during such twelve (12) months' period he successfully bids a position at a pilot base that was in existence at the time he bid for the new or re-established base he shall reimburse the Company for moving expenses originally allowed him for moving to such new or re-established base.
- (E) When a pilot base is discontinued, all pilot transfers therefrom shall be considered as having been made at Company request, and Paragraphs (A), (B) and (F) of this Section shall apply.
- (F) When a pilot is transferred at the Company's request, he shall for the first ten (10) days after arriving at his new pilot base, be allowed reasonable expenses for meals and lodging for himself and his immediate family, provided all expenses claimed for lodging are substantiated by receipts.
- (G) A successful bidder to a pilot base who is not released by the Company within ten (10) days after the effective date of the bid to accept such bid shall be paid reasonable actual added expenses for himself and his family until so released.
- (H)
- (1) When the permanent position of a pilot is terminated due to a reduction in force or his being displaced therefrom, and he must move to another base in order to remain in his status, or if unable to remain in his status system-wide, to lower his status, his moving expenses shall be paid by the Company.
  - (2) The provisions of Paragraph 14(A) above are not applicable to a pilot who is displaced as a result of any award made under Section 23 of this Agreement (Base Status Bids).

## **SECTION 15 - VACATIONS**

- (A) Pilots shall receive vacations with pay as stipulated below, plus any increased vacation time established by the Company for its domestic ground personnel during the term of this Agreement:
- (1) The anniversary year, beginning on April 1 and ending with March 31 of the following year, shall be used for vacation purposes.
  - (2) Each pilot with less than one year's service as a pilot with the Company as of April 1 of any year shall receive vacation during the succeeding year in accordance with the following schedule:

Employed Between Following

<u>Periods of Previous Year:</u>	<u>Days' Vacation</u>
April 1 - April 15	14
April 16 - May 15	13
May 16 - June 15	12
June 16 - July 15	11
July 16 - August 15	9
August 16 - September 15	8
September 16 - October 15	7
October 16 - November 15	6
November 16 - December 15	5
December 16 - January 15	3
January 16 - February 15	2
February 16 - March 15	1
March 16 - March 31	0

- (3) As of April 1 each year, each pilot who has one (1) or more but less than five (5) years of service with the Company as a pilot shall be entitled to a vacation of two (2) weeks.
- (4) As of April 1 of each year, each pilot who has five (5) or more but less than fifteen (15) years of service as a pilot with the Company shall be entitled to a vacation of three (3) weeks.
- (5) As of April 1 of each year, each pilot who has fifteen (15) or more but less than twenty (20) years of service as a pilot with the Company shall be entitled to a vacation of four (4) weeks.
- (6) As of April 1 of each year, each pilot who has twenty (20) or more but less than twenty-five (25) years of service as a pilot with the Company shall be entitled to a vacation of five (5) weeks.
- (7) As of April 1 1971 each pilot who has twenty-five (25) or more years of service as a pilot with the Company shall be entitled to a vacation of six (6) weeks.
- (8) Pilots entitled to two (2) weeks or more will be permitted to divide their vacation into two (2) separate periods (consisting of seven (7) day increments), subject to the following stipulations:
  - (a) A pilot will be required to select a primary period of not less than seven (7) days exclusive of the forty-eight (48) hour period. Any additional days due the pilot shall be added to the primary vacation period.
  - (b) Secondary vacation awards (minimum of seven (7) days) will be made to the extent possible after all primary selections have been awarded.

- (c) There will be a minimum of seven (7) days between a primary and a secondary vacation.
- (B) A pilot shall at his option receive a minimum of forty-eight (48) hours free from all duty prior to the beginning of his primary vacation period.
- (C) Vacation time due a pilot under Paragraph (A) of this Section shall be proportionately reduced for all leaves of absence or furloughs in excess of fifteen (15) days.
- (D)
  - (1) The preference of vacation periods shall be granted on the basis of the adjusted line of time held by each pilot on January 1 each year, taking into consideration the requirements of the Company. Such awards shall be made in seniority order among pilots in each status and by types of equipment with consideration being given the period preference expressed by such pilots.
    - (a) Primary vacation periods will be posted for bid at each base not later than January 1 of each year, and bids will be submitted by January 10 of each year. The resulting primary vacation schedule for each base shall be awarded and posted by January 20 of each year.
    - (b) Secondary vacation periods will be posted for bid at each base not later than January 20 of each year and bids will be submitted by February 1 of each year. The resulting secondary vacation schedule for each base shall be awarded and posted by February 10 of each year.
  - (2) If a pilot does not select sufficient vacation period preferences, a vacation period shall be assigned to such pilot.
- (E) A pilot's vacation period shall not be changed except by mutual agreement or as Company operations require. A pilot shall be notified in writing by the office of the Vice President-Flight Operations as far in advance as practicable of any such change in vacation period and except in case of an emergency shall receive thirty (30) days advance notice; in the event of such emergency, when time does not permit a letter, the office of the Vice President-Flight Operations will notify the pilot by teletype and will confirm the change by letter to the pilot at the earliest possible date. A vacation once canceled shall not be reinstated without a pilot's consent except upon thirty (30) days advance notice in writing. A pilot who loses his vacation period shall not displace a more junior pilot from his vacation period but shall be granted a substitute vacation period of his choice insofar as operational requirements permit by filling a vacant vacation period or by increasing the number of vacations which may be taken during one or more vacation periods. Every reasonable effort will be made to recall a pilot from furlough before a non-furloughed pilot is granted an option to receive pay in lieu of a vacation or a vacation in the subsequent year.

(F) Vacations shall not be cumulative and must be taken within one (1) year of the date of eligibility provided Company operations permit. If Company operations will not permit a pilot to take his annual vacation, and the forty-eight (48) hour period prior thereto, within one (1) year of the date of his eligibility, he shall have the option of being granted such vacation and forty-eight (48) hour period prior thereto during the succeeding year or of being paid for his vacation and the forty-eight (48) hour period prior thereto in lieu thereof.

(G) Vacation Pay:

(1) In the event a pilot's service is terminated by reason of his retirement, voluntary resignation with notice, or on account of inability to maintain physical qualifications, he shall be paid for any unused earned vacation. In addition, he shall be paid for accrued vacation for service rendered after April 1 to date of termination on a pro rata basis, if termination is by reason of retirement or his inability to maintain qualifications as a pilot.

(2) Each pilot who is on flat salary shall be paid his flat salary while on his vacation.

(3) A regular line holder shall be paid and credited for the trips shown on his line of time during his vacation period and for the forty-eight (48) hours prior thereto when appropriate. In the event any portion of a rotation is within a pilot's primary vacation period, he will be paid and credited for the entire rotation. A pilot will be paid only for that portion of a rotation which falls within his secondary vacation period. In the event a rotation conflicts with the starting or ending date of a pilot's secondary vacation period, the vacation period may be changed by mutual agreement between the pilot and the Company.

(4) A reserve line holder shall be paid and credited at a daily rate of two hours and twenty minutes/thirty-day month (2:20/30), two hours and fifteen minutes/thirty-one day month (2:15/31) (half day/half night) based on the rate of pay designated on the reserve line of time plus the appropriate amount of operational duty pay for the days he is on vacation and for the forty-eight (48) hours prior thereto when appropriate.

(5) (a) A pilot who retires and has earned but untaken vacation will submit a mock bid for a line of time for the month or months in which the vacation will be payable. He will be paid for trips shown on the line of time plus a forty-eight (48) hour period.

(b) A pilot who retires and has accrued vacation will be paid in accordance with (a) above, except that the forty-eight (48) hour period will not be due.

(6)

- (a) In the event that a pilot dies with earned but untaken vacation, his estate will be paid for each day due plus the forty-eight (48) hour period at a daily rate of 2:30 half day/half night plus 1/30th of 53 hours operational duty pay. Pay will be based on the equipment and status last held. If DC-8 or DC-9, pay shall be the composite rate.
- (b) The pay due a pilot who dies with accrued vacation shall be determined as in (a) above, except that the forty-eight (48) hour period will not be due.

## **SECTION 16 - HOURS OF SERVICE**

(A)

- (1) A pilot's normal monthly maximum credited hours shall be seventy-five (75) with the following exceptions:
  - (a) For the purpose of computing an over-projected line of time, a pilot's monthly maximum shall be seventy-five (75) hours plus the shortest rotation shown on his line of time that originates prior to the 24th of the month.
  - (b) For the purpose of a regular line pilot flying reserve time as outlined in 24(J) (White Slip), a pilot's maximum shall be seventy-five (75) hours plus the shortest rotation that is shown on the pilot's projected line of time.
- (2) A pilot shall not be scheduled for any duty after he has earned seventy-five (75) credited hours within the current month except as provided in 16(A)(4).
- (3) Regular Line Holder.
  - (a) A pilot holding a regular line of time may fly the remainder of his line of time if prior to his last rotation of the month he has not earned seventy-five (75) credit hours within the current month. A pilot's flight time credit for such last rotation flown shall be paid and credited up to seventy-five (75) hours and the remainder shall be paid and credited in the following month.
  - (b) All credit hours accumulated in excess of seventy-five (75) hours, as provided in (3) and (4) of this Paragraph, shall be paid and credited in the following month. Such pay and credit carried forward may result in an over-projection of the pilot in the new month. When an over-projection is equivalent to or greater than the credit time of the shortest rotation which originates prior to the 24th of the month on the pilot's line of time projection, a rotation(s) which originates prior to the 24th of the month shall be dropped from his line of time that will reduce his projection below his maximum as outlined in (A)(1)(a), but in no case below

seventy-five (75) hours, except at the pilot's option, operations permitting. In the case of a rotation drop that projects him below seventy-five (75) hours, the amount of time that he dropped below seventy-five (75) hours will be added to his projection for the application of Section 24(J) (White Slip) for the remainder of the month. If such over-projection occurs on or after the twenty-fourth (24th) of the month, the pilot shall (except as provided in 24(K))(Personal Drop) continue flying his line of time providing he does not earn within the current month seventy-five (75) credited hours prior to his last rotation of the month. Operations permitting, the pilot may select the rotation to be dropped from his current line of time.

- (c) If any trip or rotation commences in one calendar month and ends in the following month, all of the pilot's calculable flight time pay and credit for the trip or rotation shall be paid and credited in the previous month up to seventy-five (75) hours and the remainder shall be paid and credited in the latter month. Pay and credit spilled back to the previous month shall be considered as earned in the previous month and shall be in addition to any other form of pay and credit (including a pilot's minimum monthly guarantee).

(4) Reserve Line Holder.

A pilot holding a reserve line of time shall complete his last assigned trip or rotation of the month if, at the time of leaving his pilot base, the scheduled credited flight time to be flown on the trip or rotation prior to the end of the month will not, when added to his credited hours earned within the current month, total more than seventy-five (75) hours except in the case of a reserve that has been a regular line holder for a portion of the month and has not been utilized as a reserve pilot for the time that has been credited to him as a reserve. A pilot's flight time credit for such trip or rotation shall be paid and credited up to seventy-five (75) hours and the remainder shall be paid and credited in the following month.

- (5) In the event that a pilot accrues excess credited hours, the pay and credit for such hours shall not be offset against the pilot's guarantee or any other form of pay and credit in any month.
- (B) At each pilot base, actual time, scheduled time and pay time shall be posted as expeditiously as possible by the Company for each pilot at the base, such time posted to be that time submitted by the captain for payroll purposes.
- (C)
  - (1) On domestic operations a pilot shall not be scheduled to remain on duty in excess of thirteen (13) consecutive hours, and in no case shall a pilot be required to remain on duty in excess of fifteen (15) consecutive hours during

any twenty-four (24) hour period, for the purposes of this Paragraph, each minute between the hours of 2300 and 0700 shall be considered as one minute and twenty seconds.

Effective February 1, 1973, the above Paragraph will be replaced with the following:

- (1) On domestic operations a pilot shall not be scheduled to remain on duty in excess of thirteen (13) consecutive hours, and in no case shall a pilot be required to remain on duty in excess of fifteen (15) consecutive hours during any twenty-four (24) hour period. For the purpose of this Paragraph, each minute between the hours of 2300 and 0700 shall be considered as one minute and twenty seconds.
- (2) Duty time shall include scheduled flight and ground time and a pilot shall be considered to be on duty from one (1) hour before the scheduled departure of his flight or actual reporting time, whichever is later, until thirty (30) minutes after his flight is terminated.
- (3)
  - (a) For the purposes of determining duty time, a pilot's on-duty period cannot be broken by an off-duty period (beginning at the end of debriefing upon arrival and ending one (1) hour before scheduled departure or actual reporting time, whichever is later) of less than eight (8) hours, with the following exception:
  - (b) A regular line holder's on-duty period cannot be broken by an off-duty period at his domicile of less than nine (9) hours.

Effective February 1, 1973, the following will be applied:

- (c) For scheduling purposes, no pilot shall be scheduled for an off-duty period of less than nine (9) hours
  - (4) The provisions of this Paragraph (C) shall apply to a pilot deadheading at Company request to protect a flight. A pilot who is deadheading at Company request from protecting a flight as provided in Section 11 shall be considered to be on duty except that in the event of an irregular operation away from his home domicile a pilot may at his option exceed the maximum consecutive on-duty hours for the purpose of deadheading to his domicile for required rest.
- (D) It shall be the responsibility of the pilot who is unable to report for duty to notify, as far in advance as possible, the local manager of operations of his designated representative of this fact, giving the reason for his inability to report for duty.

- (E) When a pilot has been on duty aloft in excess of eight (8) hours in an consecutive twenty-four (24) hours, he shall upon completion of his assigned flight or series of flights be given at least sixteen (16) hours for rest before being assigned any further duty with the Company.
- (F) A pilot shall not be scheduled for duty aloft for more than eight (8) hours during any twenty-four (24) consecutive hours, unless he is given an intervening rest period at or before the termination of eight (8) scheduled hours aloft. Such rest period shall equal twice the number of hours of duty aloft since the last preceding rest period, and in no case shall the rest period be less than eight (8) hours.
- (G) A pilot shall not be scheduled for duty aloft if his total flight time will exceed thirty (30) hours in any seven (7) consecutive days.
- (H) Duty aloft includes the entire period during which a pilot is assigned as a member of an airplane crew during flight time.
- (I) Scheduled for duty aloft means the assignment of a pilot on the basis of the flight time established in the operations schedules rather than the actual flight time.
- (J) No pilot shall be assigned any duty with the Company during any rest period.
- (K) Paragraphs (C), (E), (F), and (G) shall not apply to the Company's Foreign and Overseas Operations.
- (L) Pilots on increment pay shall receive a minimum of one (1) hour flying pay and flight time credit for each three and one-half (3-1/2) trip hours as defined in Section 2(S). Periods of time of less than three and one-half (3-1/2) trip hours shall be reduced to minutes and shall be paid and credited at the rate of one (1) minute for each three and one-half (3-1/2) minutes. Trip hours shall be paid as an extension of the last trip flown, except that in the event a pilot reports for duty and does not fly, or deadheads without flying during the trip hour period, trip hours shall be paid on the basis of half day and half night on the equipment being protected.
- (M)
  - (1) When a pilot reports for flight duty as defined in Paragraph (C) of this Section, he shall receive a minimum of one (1) hour pay and flight time credit for each two (2) hours of duty time prorated on a minute-by-minute basis, for all hours between 0500 and 2300 and a minimum of one (1) hour pay and flight time credit for each one and three-quarters (1-3/4) hours of duty time prorated on a minute-by-minute basis, between 2300 and 0500 hours prorated on a scheduled or actual basis, whichever is greater. A pilot deadheading at Company request to his domicile from protecting a flight(s) shall not be covered by this Paragraph unless such deadheading is scheduled on his line of time.

(2) In any event, when a regular line holder departs his domicile on a scheduled flight (excepting any flight awarded under 24(J)(4) or 25(A)(2)), he shall receive pay and credit of not less than four (4) hours for each on-duty period. In computing this four (4) hour minimum, the following on-duty periods are excluded:

- (a) An on-duty period in which a landing was not made at an airport other than the airport of take-off or its co-terminal (except for trips scheduled between co-terminals) and
- (b) An on-duty period composed solely of deadheading.

The difference between the flying pay earned and the four (4) hour minimum provided in this Paragraph shall be paid and credited as an extension of the last trip flown within that duty period.

(N) Pilots holding a regular line of time shall be scheduled for a minimum of five (5) forty-eight (48) hour periods (excluding reporting and debriefing time) free of all duty at their base during each monthly pay period. Whenever a pilot must drop a trip or trips from his line of time to receive a period or periods off, as provided in this Paragraph, the pilot shall receive pay for the scheduled flight time lost and scheduled operational duty pay, and his total permissible flight credit time shall be reduced by the flight time such pilot was scheduled to fly during the period or periods he dropped such trip or trips. Except as provided in Section 10 of this Agreement, the Company shall not change a scheduled forty-eight (48) hour off-period or require a pilot to stand by or fly during such period except as he may consent to or volunteer for such change or flying.

(O)

(1) Pilots not holding a regular line of time shall be scheduled for a minimum of three (3) forty-eight (48) and one (1) ninety-six (96) hour periods free of all duty at their base during each monthly pay period. Such forty-eight (48) hour and ninety-six (96) hour periods shall begin at midnight local time. The Company shall not change nor fly a pilot into a scheduled ninety-six (96) hour off-duty period except as provided in Section 10 (Training) and Section 16(O)(2) of this Agreement. By mutual agreement the ninety-six (96) and forty-eight (48) hour duty-free period may be moved. The Company shall not change a scheduled forty-eight (48) hour period except as provided in Section 10 (Training) and Section 16 (O)(2) of this Agreement, and except that after the application of Section 25(A)(1),(2) and (3) (Reserve Flying) a reserve line pilot may be scheduled to fly into his forty-eight (48) hour off-duty period provided that:

- (a) There is a currently qualified pilot on every required reserve line of time in his status and on his type of equipment at the time the pilot mentioned above is scheduled to fly into his forty-eight (48) hour off-duty period,

- (b) He has not already commenced the forty-eight (48) hour off-duty period, and
  - (c) Upon release at his base from the trip or series of trips which resulted in his being on duty during the scheduled off-duty period, he shall commence a forty-eight (48) hour off-duty period at the time of his release.
- (2) A pilot may waive scheduled off-duty time. When this right is invoked, off-duty time so lost will not be rescheduled.

## **SECTION 17 - SENIORITY GENERAL**

- (A) The seniority of a pilot shall begin to accrue from the date a pilot is first placed on the payroll on pilot status and shall continue to accrue thereafter during his period of service as a pilot with the Company, except as provided in Sections 20 (Loss of Seniority), 26 (Transfer to Non-Flying or Supervisory Duty), 27 (Leaves of Absence), and 29 (Furloughs) of this Agreement.
- (B) When two or more pilots are hired on the same date, their names shall be placed on the Pilots' System Seniority List according to their age; i.e., the oldest pilot shall receive the lowest number except that Company employees selected for pilot training shall in every case receive priority in date of hire in accordance with their original employment date.
- (C) Seniority, in accordance with a pilot's position on the Pilots' System Seniority List, shall govern each pilot in case of promotion and demotion, his choice of vacancies, filling of vacancies, his assignment or reassignment due to expansion or reduction in schedules, his retention in case of reduction in force, and his re-employment after release due to reduction in force provided that the pilot's qualifications are sufficient for the operation to which he is to be assigned. In the event that a pilot is considered by the Company not to be sufficiently qualified, the Company shall immediately furnish such pilot written reasons therefor. This paragraph shall apply except as provided in Section 20 (Loss of Seniority), 26 (Transfer to Non-Flying or Supervisory Duty), 27 (Leaves of Absence), and 29 (Furloughs) of this Agreement.
- (D) When a junior pilot is promoted over a senior pilot by reason of the failure of the latter to qualify in his turn, the senior pilot shall continue to retain his position on the Pilots' System Seniority List.
- (E) Any pilot, once having established seniority, shall not lose such seniority except as otherwise provided in Sections 20 (Loss of Seniority), 26 (Transfer to Non-Flying or Supervisory Duty), 27 (Leaves of Absence), and 29 (Furloughs) of this Agreement.

## **SECTION 18 - PILOTS' SYSTEM SENIORITY LIST**

- (A) The Company shall post on bulletin boards at each pilot base a list consisting of: (1) the names of all pilots arranged in the same order and subject to all the conditions as provided in the Agreement Respecting Merger of Pilot Seniority Lists of Delta Air Lines, Inc. and Chicago and Southern Air Lines, Inc., signed March 27, 1953, by the Seniority Representatives of the respective pilot groups, including any changes subsequent to March 27, 1953, in accordance with the protest provisions of the said seniority integration Agreement; (2) the names and longevity dates of all pilots employed on or after June 8, 1952, arranged in the order of their system seniority; and (3) the longevity date (the date appearing after each name on the Chicago and Southern Air Lines, Inc. Pilots' System Seniority List and the Delta Air Lines, Inc., Pilots System Seniority List in effect and current as of June 8, 1952) of each pilot listed in the Agreement Respecting Merger of Pilot Seniority Lists of Delta Air Lines, Inc., and Chicago And Southern Air Lines, Inc., signed March 27, 1953. Such lists, containing the names of all pilots, whether active or inactive, arranged in the order of their system seniority, shall be known as the Pilots' System Seniority List.
- (B) Without disturbing the order and listing of the current Pilots' System Seniority List as delineated in Paragraph (A) of this Section, and to provide a list evidencing uniform dates of hire as a pilot; when the pilot's date of hire as a pilot differs from that seniority date now shown on the list, that date of hire shall also appear in parentheses on said Pilots' System Seniority List.

## **SECTION 19 - PROTEST ON SENIORITY LIST**

- (A) Within ten (10) days after January 1 and July 1 of each year, the Company shall bring up to date and post a revised Pilots' System Seniority List which shall contain, in their proper order, names and the longevity dates of all pilots then entitled to seniority. Pilots shall have thirty (30) days after the posting of such lists in which to protest to the Company any omission or incorrect posting affecting their seniority in any such revised list. Such protest shall be strictly confined to errors or changes occurring subsequent to the posting of the prior Pilots' System Seniority Lists.
- (B) A pilot, after completing his probationary period as defined in Section 28, will be permitted thirty (30) days in which to protest his seniority position.
- (C) A pilot on leave or away from his pilot base at the time of posting of the list shall have a period of thirty (30) days from the date of his return to his pilot base in which to file such protest.

## **SECTION 20 - LOSS OF SENIORITY**

Any pilot whose services with the Company are permanently severed shall forfeit his seniority rights.

## **SECTION 21 - SENIORITY PROMOTIONS**

- (A)
- (1) The Company may give pilots opportunities to qualify as captains at any time provided that all such opportunities are given sufficiently in advance so as not to interfere with their promotions to captains, or pilots acting in the status of captains, in the order of their seniority, subject to Section 17 (Seniority General).
  - (2) However, each pilot upon the completion of five (5) years of service with the Company as a pilot shall be given an opportunity to acquire captain qualifications, provided such pilot meets the requirements of Federal Air Regulations and has successfully completed the written examination required by the Federal Aviation Administration for an Airline Transport Pilot Rating: Provided, that the Company shall not be obligated to qualify more than fifty (50) pilots in any calendar year under this Paragraph . If, because of operational requirements the Company is unable to meet the requirements of this Paragraph in any calendar year, the number of pilots not so trained will be added to the pilot quota to acquire captain qualifications in the succeeding calendar year.
- (B) When a pilot fails to qualify as a captain, he shall be given at least one additional opportunity to qualify within a reasonable time, but not later than twelve (12) months after his initial failure to qualify. Other additional opportunities will be given by mutual agreement.

## **SECTION 22 - CLASSIFICATIONS AND FILLING OF BASE VACANCIES**

- (A) Number and Classification of Vacancies at Pilot Bases:
- (1) Pilot positions shall be classified as permanent or temporary.
    - (a) Permanent positions at a base shall be based upon the amount of flying time expected to be permanent in each status at such base.
    - (b) Temporary positions at a base shall be based upon the amount of flying time expected to be temporary in each status at such base. Temporary positions which are in existence for six (6) months shall be automatically reclassified as permanent at midnight of the last day of the six (6) month period.
  - (2)

- (a) The number of captain, first officer and second officer positions at a base shall be no less than the number determined by the following formula:  
Total average daily credit hours (each status) times thirty (30) days times 1.30 (for each status) divided by seventy (70) hours. Any remaining fraction will be included as a whole position.
  - (b) A sufficient number of pilots in each status, including unassigned pilots, shall be maintained at each base to provide for all reasonably foreseeable contingencies, including vacations and sickness, and to provide reasonable working conditions for the pilots at the base. If during any month additional captains or first officers are needed at a base, they shall be provided in accordance with the provisions of Section 25 (Reserve Flying).
- (3) The Company shall make available at each base reasonably current system-wide information listing the pilots at each base, their status, and their seniority number.

(B) Filling of Vacancies at Pilot Bases:

- (1) All vacancies in each status shall be posted for bid at all bases.
  - (a) If a pilot's position is canceled and the Company knows that flying time will be added during the thirty-one (31) days following the effective date of the cancellation, he may be reinstated if he desires and if he is still at the base.
  - (b) If the flying time at a base is reduced and a pilot's position is canceled and during the grace period (ten (10) days from date of notification) and for fifteen (15) days thereafter another pilot successfully bids out of the base, the canceled position may be reinstated provided the pilot so desires and he is still at the base.
  - (c) Except as provided in Paragraph (a), and (b), when flying time is added at a base, positions created shall be posted for system-wide bid.

Bulletins describing pilot vacancies shall give the following information:

- I. Whether captain, first officer or second officer.
- II. Base.
- III. Number of vacancies existing or expected to exist.
- IV. Whether vacancies are permanent or temporary. When temporary, the planned or expected duration, if ascertainable.

- V. Reason for vacancies if known.
  - VI. The highest and lowest seniority number of the pilots in each pilot status at the base where vacancies exist.
  - VII. The date on which such vacancies are expected to be filled.
  - VIII. A reasonable deadline date after which bids will not be accepted, provided such date shall not be less than ten (10) days after the posting of such bulletin.
- (d) There will be a simultaneous posting of the "Contingent Bid Bulletin" at all pilot bases when any of the vacancies described above are posted for bid. The "Contingent Bid Bulletin" will provide a pilot who desires to bid a vacancy created by the filling of the Posted Base Bids a place to list his name, system seniority number, present base status, base and status he desires in order of preference.

All "Contingent Bids" shall be awarded after, and in the same manner as, the Posted Base Bids and shall become effective on the same date.

Additionally, a place will be provided on the Posted Base Bid Bulletin and on the Contingency Bid Bulletin and on the Contingency Bid Bulletin whereby a pilot who so desires may list, by status and by base, a base seniority position below which he does not wish to be considered in the bidding.

- (e) Each crew scheduling office will forward the Base Bid Bulletins to the office of the Manager-Flight Operations Administration immediately after the closing time specified. After these Base Bid Bulletins have been removed, new Base Bid Bulletins will be posted for each status at each pilot base. The additional information as described in III through VIII above will be added to the Base Bid Bulletins as soon as such information is available. A pilot may sign or remove his name from these Base Bid Bulletins at any time prior to the closing time specified on the bulletin.
- (2) The senior pilot bidding shall be awarded the position. If no pilot bids on a vacancy, the Company shall assign the most junior qualified pilot at the base to fill the vacancy. If there is no qualified pilot at the base where the vacancy or vacancies exist, they shall be filled by the assignment of the most junior qualified unassigned pilot or pilots on the system. When all unassigned pilots have been assigned, any remaining vacancy or vacancies shall be filled by the assignment of the most junior qualified pilot or pilots on the system. For the purpose of filling captain vacancies under this Paragraph, the most junior

qualified pilot on the system shall mean the most junior pilot who has flown at least five hundred (500) hours as a first officer within the previous year.

- (3) A pilot shall not be awarded a position in a lower status in his base except subsequent to his acquiring a B-747 qualification in a lower status than he presently holds or as provided in Section 23 (Selection of Pilot Base Status).

This does not preclude a pilot from initiating training under Section 24(L)(4) (Pilot Lines of Time) of the Agreement in reference to B-747 equipment in a lower status.

In order to satisfy the obligation of 24(L)(1) (Pilots Lines of Time), when a pilot elects training on the B747, he will be required to (1) submit a base bid and contingent bid for the desired status within the base at the earliest possible time after he is qualified on B747 equipment; or (2) bid as his first choice the status trained for on B747 equipment at the next semi-annual base selection, whichever occurs first.

- (4) A pilot who is assigned involuntarily by the Company to fill a vacancy at another base under the provisions of Paragraph (B)(2) of this Section and whose position is terminated due to a reduction in force or his being displaced therefrom prior to the expiration of twelve (12) months after his assignment to the position, shall have his moving expenses to another base paid by the Company.
- (5) A pilot holding a permanent position cannot be awarded a temporary position in the same status and in the same base in which he holds the permanent position.
- (6) When a pilot holding a permanent position at a base bids and is awarded a temporary position at another base, he shall retain the right to return to his permanent position if his temporary position is terminated.
- (7) When a pilot is to be absent from flying duty for an anticipated duration of one hundred twenty (120) days or longer because of sickness, injury, or leave of absence, his position shall be posted for bid as a temporary position.
- (8) A pilot holding a temporary position who bids and is awarded a temporary position at another base shall remain at such other base for a period of at least six (6) months unless:
  - (a) He bids and is awarded a permanent position, or
  - (b) He bids and is awarded a position at a new or re-established base, or
  - (c) His temporary position at such other base is terminated.

- (9) A pilot holding a temporary or permanent position who bids and is awarded another permanent position shall forfeit his former position. A pilot who bids and is awarded a temporary position as captain shall forfeit all first officer or second officer positions previously held by him. A pilot who bids and is awarded a temporary position as first officer shall forfeit all second officer positions previously held by him. When a temporary position or positions at a base are reclassified as permanent, the pilots holding such positions shall have options in the order of their system seniority of:
- (a) Being awarded such permanent position or positions,
  - (b) Remaining in another temporary position or positions at the base, or
  - (c) Returning to their permanent positions, or if they have none, they shall have the right to exercise the options under Paragraphs (C)(3), (4) and (5) of this Section.

The number of pilots returning to their permanent positions under option (c) of this Paragraph shall not exceed the number of temporary positions which have been reclassified as permanent.

(C) Reduction of Force at Pilot Bases:

- (1) When a reduction in the number of positions at a base becomes necessary because of a reduction of flying time at that base, the termination of positions shall be accomplished at 001 hours of the effective date in the following order:
  - (a) Temporary positions shall be terminated in the reverse order of seniority in each status except that a more senior pilot holding a temporary position in the same status may volunteer to leave the base.
  - (b) Permanent positions shall be terminated in the reverse order of seniority in each status, unless a more senior pilot holding a permanent position in the same status volunteers to leave the base.
  - (c) When positions are terminated under the provisions of Paragraph (C) (1), (a) and (b) of this Section, the pilots affected shall be notified by the Company in writing as far in advance of the effective date of the termination of the positions as practicable, and a copy of such notice shall be posted at the base.
- (2) When the permanent position of a pilot is terminated due to a reduction in force or his being displaced therefrom, he may exercise his seniority at any base on the system by displacing a more junior pilot.

- (3) When the temporary position of a captain is terminated due to a reduction in force or his being displaced therefrom, he shall return to his permanent position. If he does not hold a permanent position, he may exercise his seniority to displace:
  - (a) A more junior captain at any base who holds a temporary position at such base, or
  - (b) A first officer at any base with less seniority who holds a permanent or temporary position at such base.
- (4) When the temporary position of a first officer is terminated due to a reduction in force or his being displaced therefrom, he shall return to his permanent position. If he does not hold a permanent position, he may exercise his seniority to displace:
  - (a) A more junior first officer at any base who holds a temporary position, or if his seniority does not permit,
  - (b) A more junior pilot at any base who holds a second officer position.
- (5) When the temporary position of a second officer is terminated due to a reduction in force or his being displaced therefrom, he shall return to his permanent position. If he does not hold a permanent position, he may exercise his seniority to displace a more junior second officer at any base.
- (6) A pilot whose position is terminated shall notify the Company in writing ten (10) days after receipt of notice in writing from the Company that his position is to be terminated as to which of the options in Paragraphs (C) (2), (3), (4) or (5) of this Section he wishes to exercise. If he fails to exercise any of such options within such ten (10) day period, he shall be assigned as an unassigned second officer to any base selected by the Company.

## **SECTION 23 - SELECTION OF PILOT BASE STATUS**

- (A) At each base all base positions as captain, first officer, second officer shall be posted for bid semiannually and awarded to the pilots within the base. This semiannual bidding procedure shall be as follows:
  - (1) Semiannual base bids shall be posted for bid no later than January 1 and July 1 of each year.
  - (2) The semiannual base bids shall be posted for a minimum of fifteen (15) days or until January 15 and July 15, whichever is later.

- (3) Each pilot shall be required to list each status (captain, first officer, and second officer) on his semiannual base bid in order of preference.
  - (4) The semiannual base bids shall be awarded within the base in order of system seniority within ten (10) days after the closing of the bids referred to above in 23(A)(1).
  - (5) The semiannual base bids awarded in January shall be effective on March 2, and the base bids awarded in July shall be effective September 1 of each year.
- (B) Any newly established base shall be bid on dates mutually agreed to by the Company and pilot representatives.
- (C) The number of semiannual base bids referred to throughout this Section shall not be less than the number of pilots holding positions, or anticipating to be holding the positions, in each status on March 2 and September 1 as required under Section 22(A)(2) (Classifications and Filling of Base Vacancies).
- (D) A pilot who does not express sufficient selections or who fails to bid shall be awarded the highest base position (captain, first officer, second officer in descending order) his seniority will permit.
- (E) When a pilot has changed bases by filling a base vacancy in accordance with Section 22 (Classifications and Filling of Base Vacancies), he shall be required at the next semi-annual base status selection to make as his first choice the same status selection as that of the base vacancy that he had filled with the following exception:

If prior to this semi-annual base status selection he has successfully bid a base position in a different status within the base under provisions of Section 22, he would not be required to bid as described above.

## **SECTION 24 - PILOT LINES OF TIME**

- (A)
- (1) The Company shall post lines of time for each position holder at each base. Each regular line of time shall be scheduled as near seventy-four (74) hours as practicable. Regular lines will not be scheduled for more than seventy-four (74) hours unless a reduction below seventy-four (74) hours results in a line of time less than sixty-nine (69) hours, in which event the line of time may be scheduled more than seventy-four (74) hours, but in no event more than seventy-five (75) hours. Blocks of time of less than sixty-nine (69) hours shall as nearly as practicable be combined with other trip combinations to form lines of sixty-nine (69) hours of time or more. All lines of sixty-nine (69) hours or more shall be classified as regular lines. Each reference to sixty-nine (69) hours in this paragraph shall not be applicable to foreign and overseas operations.

- (2) The remaining lines are reserve lines and shall be designated in direct proportion to the ratio of all regular lines of each equipment type in the base to the total number of regular lines in the base. There will be at least two (2) reserve lines of time designated for each type of equipment flown at that base. Each reserve line will have only one type of equipment designated on it. For any remaining fraction, there will be an additional reserve line designated in that specific equipment. Should the total number of reserve lines of time in all equipment be more than, or less than, the total base reserve line requirements as provided in this Paragraph, such reserve lines will be added to or may be subtracted from the reserve lines in the lowest paying equipment at the base. Reserve lines of time for any equipment type may be redesignated; however, at no time may such reserve lines of time for any equipment type be reduced by more than forty percent (40%). In reducing such reserve lines on any type equipment, the reduction will be applied to the original ratio of reserve lines to regular lines by equipment type before any adjustment is made. For the purpose of this Paragraph, the DC-9 shall be considered the lowest paying equipment in the captain and first officer status. For the same purpose in the second officer status, it shall be the lowest paying equipment being flown from his base that requires a second officer as a crew member.

Flight time that cannot be placed on regular lines will not appear on reserve lines, but will be shown on the line of time description sheets.

- (3)
- (a) Prior to the beginning of the bid period, all regular lines of time will be filled and in addition there will be provided a minimum reserve coverage in all categories (DC-8 Captain, DC-9 First Officer, etc.) to satisfy the following requirement:
- Twelve and five tenths percent (12.5%) of the total regular lines on the equipment, except on the lowest paying equipment (referred to above) and this shall be fifteen percent (15%).
- (b) At the initial bid all lines of time will be filled by a currently qualified pilot.
- (c) Initial escalations will be final at 1700 hours on the day that escalations close. Any additional move up will be reworked as secondary escalations.
- (4)
- (a) If, during a bid period, subsequent to 0001 local time of the 4th prior to 2400 local time on the 23rd six (6) incidents or 35 hours of Junior Manning are made by the Company at a base in any one equipment status, an "Additional Reserve Line" shall be required immediately for the remainder of the bid second officer category if an unassigned pilot is unavailable at the base. Each reserve line holder in excess of the

requirements of 24(A)(3)(a) at the beginning of the bid period may be used to offset each single requirement. At the time of each requirement, both accruals (incidents and hours) shall be reduced to zero and a new accrual will begin.

- (b) All reserve time flown by assignment of a regular line holder or a reserve line holder being assigned on equipment not designated on his reserve line of time or a reserve line holder assigned to fly on a schedule duty free day, or a pilot who flies a trip as a result of Section 25(A)(2) (Pink Slip) shall count toward computing Junior Manning as referred to above.
  - (c) This additional reserve line shall be awarded or assigned to the most senior available currently qualified pilot in accordance with escalation procedures as set forth in this Section 24.
- (B) Each pilot shall be provided with a line of time selection sheet. It shall provide a place where each pilot entitled to select shall indicate the order of his preference:
- (1) Among all lines of time in his status at the base, and
  - (2) For the lines of time in his status that he desires if blocks of time of seven (7) consecutive days or more become available.
  - (3) For the lines of time in the next higher status that he desires if blocks of time of seven (7) consecutive days or more become available due to the requirements of (A)(3) above. This will be completed prior to the beginning of the bid period. Any pilot(s) currently holding a B-747 line of time may be denied such escalation to the next highest status. In the event insufficient bids are received to fulfill the requirements of this Paragraph, the remaining lines shall be assigned to currently qualified pilots in the inverse order of system seniority except that pilots currently holding B-747 lines of time may be excluded from such assignment.
  - (4) Normally, a line of time description sheet will cover a calendar month and such sheet shall specify the effective date of the lines of time and also a deadline (no earlier than the twenty-second (22nd) of the month), after which the choice of lines of time shall not be considered. In any event, the deadline shall be at least seven (7) days from the date of the distribution of the lines of time.
  - (5) Exceptions to this selection procedure shall be permitted in cases of necessity brought about by unforeseen reduction in the number or change in the character of lines at a base after the distribution of line selection sheets for such lines. Such cases shall be handled in the most expeditious manner practicable by the Company, with seniority preference governing.

In cases of temporary reduction in the number of lines at a base not accompanied by a comparable reduction in base positions, a sufficient number of additional reserve lines shall be created in each status, of equipment type of the lowest paying equipment at the base, to insure a line for each base position holder.

A line(s) of time that is vacant at the completion of the initial line of time award process shall be filled by the assignment in inverse order of system seniority of the pilot(s) at the base in the same status who are currently qualified. The individual(s) so assigned shall be notified and shall be permitted to exercise his seniority among the line of time holders on the equipment to which assignment was required.

If a line(s) of time, that is required to be manned, is vacant at the completion of the line of time award process (including escalation), such vacant line(s) shall be filled by the assignment in inverse order of system seniority of the pilot(s) at the base in the appropriate status who are currently qualified. The individual(s) so assigned shall be notified and shall be permitted to exercise his seniority among the line of time holders on the equipment to which assignment was required.

In the event that the assignment of a senior pilot is necessary because of a junior pilot not being currently qualified, a currently qualified replacement will be provided for the next bid period after a period of ninety (90) days.

An increase in flying at the base occurring after the distribution of line selection sheets shall be considered as reserve time. To cover possible unforeseen reductions, each eligible pilot shall express sufficient preferences among all lines of time in his status. A pilot who fails to select sufficient lines of time on his initial bid will be assigned a vacant line of time in numerical order in his status on the highest paying equipment for which he is currently qualified.

Example:

Pilot #3 in base seniority fails to bid . . . Pilot #1 selects #4, . . . Pilot #2 selects line #1, Pilot #3 is assigned line 2.

- (C) In order to satisfy 24(B)(5) above, a pilot who is assigned to a line of time because of a more junior pilot not being currently qualified in his status shall be paid at the rates applicable to the equipment and at the rates applicable to the equipment and status that he was denied or on the basis of the line of time actually flown, whichever is greater.
- (D) Line of time selection sheets and descriptions of lines of time shall be distributed to each pilot for selection not later than the twentieth (20th) of each month, except that when a regular major schedule change occurs in the last week of a month such period of a week or less may be combined with the succeeding month for line of time

selection purposes only, in which event the date of distribution shall in no case be less than ten (10) days prior to the effective date of the schedules.

Pilots holding Permanent or Temporary positions at a base shall be permitted to select and shall be awarded in order of their system seniority lines of time of their choice in their status, including reserve lines of time.

(E)

- (1) A pilot receiving a base position effective on or before the date of the next line of time selection may, at his option, submit a line of time selection prior to reporting at his new base, provided the deadline for accepting such selections has not been reached. A pilot arriving at a base after the deadline for line selections and who has not selected a line prior to reporting shall be awarded a reserve line (specially created if necessary) in his base status and on the highest paying equipment on which he is currently qualified which he successfully could have selected had he competed in the most recent line selection. The effective date of his special reserve line shall be no later than two (2) days after his reporting for flight duty at the base and shall terminate at the same time as the other lines currently being flown at the base.
- (2) If such pilot by virtue of his seniority could have selected successfully a line of time for which he lacks the required qualifications and notifies the Company in writing of his intention to so select, he shall, as of the date of such notification or the effective date of his bid, whichever is later, become eligible for training and the provisions of Section 24(L)(3) shall apply.

(F)

When within a line of time a known block of time of seven (7) consecutive days or more becomes available, it shall be flown by the senior currently qualified available line of time holder in the same status at the base who has indicated that he prefers such time to his line of time award (failure to list his line will be indicative that all lines listed are considered superior), provided that:

- (1) Such pilot is not currently flying a seven (7) day block of time in accordance with this Paragraph (F); and
- (2) Such pilot will be able to fly at least seventy-five percent (75%) of such block. All trips in each block not flown by such pilot shall become reserve time at the base.
- (3) Reserve line holders shall be permitted to escalate to all lines of time of seven (7) days or more prior to the beginning of the bid period. Subsequent to this time, reserve line holders may only escalate to regular lines of time of seven (7) days or more.
- (4) Reserve line holders may not escalate to a regular line of time on lower paying equipment that he was senior enough to hold on the initial award.

- (5) A regular line holder who desires to escalate to a line he was senior enough to hold at the time of the initial awards shall indicate those lines on the bid sheet by means of an asterisk.
- (G) When a captain is not qualified over the route of his line of time, although he is or was qualified on the equipment to be flown, the Company may substitute another pilot at the base on the line of time while such captain is qualifying.
- (H) A pilot may be required to release a portion of his scheduled monthly flying time at any time after his accomplished credited flying time for the month plus his projected scheduled time exceeds his monthly maximum, in accordance with Section 16(A) (Bow Wave)..
- (I) Pilots awarded or assigned a regular line of time may not be displaced from such line or portion thereof, except for pilots removed in accordance with Section 24(H), for lack of equipment qualifications because of equipment substitution, for lack of route qualification because of equipment substitution, for lack of route qualification, or because of irregular operations when they are away from their home base, or except as otherwise provided in this Agreement. Pilots awarded or assigned a reserve line of time shall be subject to all the provisions covering pilots holding reserve lines of time set forth in Sections 24 and 25 of this Agreement.
- (J) A pilot holding a regular line of time who is projected for less than seventy-five (75) hours shall be entitled by seniority preference to request, in writing, that he be scheduled to fly reserve time at his base on equipment on which he is currently qualified, and shall be awarded such time in order of seniority, provided that:
- (1) During the first twenty-three (23) days of the month such reserve time does not bring his projected time to within two (2) hours of his monthly maximum as specified in Section 16(A)(1)(b).
  - (2) Thereafter such reserve time does not bring his projected time to within one (1) hour of his monthly maximum as specified in Section 16(A)(1)(b).
  - (3) After a pilot has completed the last rotation on his line of time, his monthly maximum pickup limitation will be eighty (80) credited hours.

A pilot holding both a regular and reserve line within the same month shall be credited for the purpose of pickup limitation, two hours twenty minutes (2:20) per day for each day of reserve held during a thirty (30) day month or two hours fifteen minutes (2:15) per day for each day of reserve held during a thirty-one (31) day month.

- (4) A pilot who wishes to fly reserve time, and is eligible to do so under (1) through (3) above, shall submit a form provided for this purpose to Crew Scheduling, on

which is indicated the day or dates and, at the pilot's option, specific trips he wishes to fly. Submission of this form will obligate the pilot to fly such time to the following extent:

- (a) A pilot may cancel such request for reserve time by removing the form prior to 0900 local time or after 1700 local time of the day prior to the day on which he requested such time; removal may be accomplished by telephone.
  - (b) A pilot who desires to be offered a trip or trips from the reserve time (know at 0900 local time each day to require coverage for the following day) shall so indicate on his request form at the time of its submission. Such pilot shall contact Crew Scheduling by 0900 local time of the day prior to the day on which he requested such time for proffer of available trips. In the event such pilot does not contact Crew Scheduling by 1000 local time, his request for open time shall be automatically removed. Such reserve time shall be awarded in the order of seniority among those pilots contacting Crew Scheduling and those pilots listing trip or trips on their request forms.
  - (c) If the availability of a trip as reserve time is not known prior to nine hours and thirty minutes (9:30) before its scheduled departure, the obligation of a pilot will end. However, such time shall be proffered to him before (d) below is applied.
  - (d) Any reserve time not covered under this Paragraph will be awarded under the provisions of Section 25.
- (5) A pilot may not drop a trip from his regular line or lines of time in order to fly reserve time except for the portion of a trip or rotation not paid and credited as a result of Section 27(I) if appropriate.
- (6) During a bid period of less than one month, the limits specified in Section 24(J) shall be reduced by two hours and thirty minutes (2:30) of time per day for each day of that month not covered by the bid period until the lines of time covering the remainder of the month have been awarded, after which time the limits as specified in Section 24(J) will apply.
- (K) If, in the opinion of the base Manager-Flight Operations or his designated representative, there is adequate reserve line coverage at the base, a pilot shall be permitted to drop a trip or trips from his awarded line of time. Requests to drop trips shall be honored in the order of receipt. When such request to drop trips is approved, the trip or trips may not be reinstated on the pilot's line of time at his request nor may he pick up reserve time to replace flight time so lost.
- (L) Initial Training Obligations:

- (1) A pilot who receives initial training, other than by assignment, on equipment for any status may be required by the Company to bid as his first choice all lines of time in his status on that type equipment for a period of six (6) months with the exception of B-747 or DC-10 equipment. A pilot who receives initial training for any status on B747 equipment may be required by the Company to remain in the same status, and bid as his first choice all lines of time in his status, at the same base for a period of twelve (12) months from the date on which he first serves in the status for which trained as a fully certificated crew member on a scheduled flight, with the exception of B-747 or DC-10 equipment. The obligation on B-747 or DC-10 equipment will be for twelve (12) months from the date on which he first serves in the status for which trained as a fully certificated crew member on a scheduled flight.
- (2) The provisions in (L)(1) above shall not preclude such pilots from accepting a base bid in a higher status or a semiannual base bid in a higher status during the six (6) month period with the exception of a pilot that has been qualified on B-747 or DC-10 equipment. Once a pilot is qualified on B-747 or DC-10 equipment, he may be required to satisfy the twelve (12) month obligation in (L)(1) above prior to accepting a base bid in a different status within his base or a bid in the same or lower status at another base.
- (3) When a pilot by exercise of seniority selects a line of time for which he lacks the required qualification, he may be denied such line of time, and shall be notified by the Company in writing within ten (10) days as to the effective date of such denial, in which event he shall be awarded that line of time on his line of time selection sheet to which his seniority entitles him and for which he is currently qualified. In the event such pilot has not been qualified for the denied line of time at the end of ninety (90) days after the effective date of the line of time or one hundred eighty (180) days after the effective date of the line of time if on B-747 or DC-10 equipment, he shall, beginning with the termination of the applicable period, be paid for flying actually accomplished (and training pay when applicable):
  - (a) At the rates applicable to the equipment and status he is entitled to fly by virtue of his successful selection of a line of time requiring the same training, or
  - (b) On the basis of the line of time actually held, whichever is greater.

However, in the event he is not qualified in his status on any equipment flown from the base, he shall, during the ninety (90) or one hundred eighty (180) day period noted above be paid and credited at the rate of two hours and thirty minutes (2:30) per day, half day and half night, at rates applicable to the status and equipment on the last line of time he held.

EXAMPLE: A pilot without DC-9 qualifications successfully selects a DC-9 line of time. The ninety (90) day period commences at the effective date of the line of time. For such period, the pilot will be paid for flying accomplished on the line of time flown, plus training pay if applicable. In the following two selection periods he is unable to successfully select a DC-9 line of time. The pilot will be paid pursuant to (3)(b) above.

At the fourth selection period, the pilot again successfully selects a DC-9 line of time. The pilot will be paid pursuant to (3)(a) above.

A pilot who intends to bid off equipment for the first time after being obligated under Section 24(L) will be required to notify the Company, in writing, of his intention to do so at least forty-five (45) days prior to his stated date of intention. If on B-747 or DC-10 equipment, such notice must be received ninety (90) days prior to his stated date of intention. Failure of a pilot to give such notification cancels the Company's obligation to such pilot under Sections 9(h), 24(c), and 12(c) of the Pilots Agreement until such time as the provisions of this Paragraph have been met. If such pilot is displaced by another pilot, such notification will be considered as having been made at the time of displacement.

Notwithstanding the provisions of this Paragraph (3), the Company shall make every reasonable effort to qualify a pilot on the equipment shown on the line of time on which he successfully bids within six (6) months after the effective date of the line of time that the pilot successfully bids.

- (4) A pilot may notify the Company in writing at the time of his future intent to fly equipment upon which he is not qualified in a specified status at a specified base. Upon receipt of such letter, the Company will consider the pilot in connection with training being scheduled. If, in the opinion of the Company, the pilot's seniority would permit him to fly such equipment in such status at such base, he will be scheduled for training. However, pilots to be considered for pilot-in-command training on the DC-10, L-1011, or B-747 will be required to have previously been qualified as pilot in command on DC-8 or CV-880 equipment.
  - (a) Once a pilot has been trained under the provisions of this Paragraph he shall be required to bid the specified status at the specified base at the earliest opportunity unless the pilot is able to hold a similar position on such equipment at his present base (provided he could not previously have done so), or if, in the opinion of the Company, there are extenuating circumstances sufficient to relieve him of such requirement.
- (5) A pilot who fails to submit a Letter of Intent to train on equipment so offered, on which he is not currently qualified may be considered to have declined

training on such equipment for a period of six (6) months from the date such training was offered.

Exceptions to this procedure will be made for pilots who request to defer training because of conflicts with sick leave, vacations, or who transfer to another base.

(M) General:

- (1) No pilot shall be required to maintain qualifications on more than two (2) types of equipment, nor shall the Company be obligated to maintain a pilot's qualifications on more than two (2) types of equipment.
- (2) The provisions of this Paragraph are not intended to deny any of the rights provided by Section 24(L)(3) (Trigger Training). It is, however, intended to relieve the Company of the need to maintain a pilot's qualifications on a type of equipment or in a pilot status which is no longer required by the pilot on a regular basis.

For the purposes of this Paragraph, the following shall be considered as one type of equipment each:

- A. B-747
- B. DC-10
- C. L-1011
- D. DC-8
- E. CV-880
- F. DC-9
- G. L-100

- (3) For pilot scheduling and pay purposes, January, February, and March shall be considered as having thirty (30) days each, except in Leap Year. During Leap Year, January and March shall be considered as having thirty (30) days each.
- (4) A pilot who is awarded or assigned a regular line of time shall not be ordered to duty on a stand-by basis at his domicile.
- (5) Pilots with less than one (1) year's system seniority shall not be eligible to select base vacancies or lines of time; however, consideration shall be given to seniority preference.
- (6) Every reasonable effort will be made to contact a pilot regarding any change in his monthly schedule.

## SECTION 25 - RESERVE FLYING

(a) After the requirements of Section 24 (J) (White Slip) and (K) (Personal Drop) have been met, reserve time shall be awarded in the following manner:

- (1) Currently qualified pilots at the base holding reserve lines of time shall be assigned reserve time (trip or trips) within their equipment designation and status on a first-in, first-out basis. In assigning such reserve time on a first-in, first-out basis, the pilots eligible for trips on first-in, first out basis shall be allowed seniority preference of such trips that are known at 0900 local time.

EXAMPLE: Trips 1, 2, and 3 are to be covered. Pilots A, B, and C are first out. Pilot "C", because of scheduled off-duty period, is eligible only for Trip 1. Pilot "C" is assigned Trip 1 and Pilot "A" shall have seniority preference of Trips 2 and 3.

A reserve pilot, once assigned under this Section 25(A)(1), shall not be removed from such assignment within nine hours and thirty minutes (9:30) of scheduled departure of such trip. In the event he is removed from such trip prior to nine hours and thirty minutes (9:30) before scheduled departure, he shall for the purposes of first-in, first-out scheduling, be considered as returning from a trip. Reserve line pilots returning from training, sick leave, vacation, scheduled off days, ALPA duty, or leave of absence will for purposes of first-in, first-out be considered as returning from a trip. A reserve line pilot who has been first-out for twelve hours (12:00) or more at 1000 or 2000 local time shall, unless he has otherwise requested, be considered as having returned from a trip.

- (2) In the event no such pilot is available, such time shall be awarded to the senior currently qualified pilot on a different equipment designation regular line of time in that status who has indicated the desire to fly such trip on a form provided by the Company.
- (3) In the event no such pilot is available, such time shall be assigned to other currently qualified reserve line pilots in the base in the same status on a first-in, first-out basis.
- (4) In the event no such pilot is available, such time shall be proffered to currently qualified pilots at the base in the next lower status in order of their system seniority, providing the pilot(s) is not currently holding a B-747 line of time. Any time so proffered which is not accepted shall be assigned to such pilots in the inverse order of system seniority, except that pilots currently holding B-747 lines of time shall be excluded from such assignment.
- (5) In the event no such pilot is available, such time shall be assigned to currently qualified reserve line pilots at other bases on a first-in, first-out basis.

- (6) Any time not so covered shall be, at the Company's option, proffered to currently qualified pilots at other bases in order of system seniority or assigned to the most junior qualified pilot on the system.
  - (7) If no other currently qualified pilot is available at the domicile to take the flight, a pilot may be scheduled for flight duty provided it does not result in his exceeding the limits as set forth in Section 16(A) (Hours of Service).
- (B) Once a pilot has accepted such proffer or has been assigned such time under provisions of Section 25(A)(4), he shall become subject to all the obligations of and will be considered a reserve line holder in such higher status and may in addition, at Company option, be required to fly trips shown on his regular line of time. Once such pilot has flown in such higher status, the Company shall have the option of assigning him additional time in the higher status, provided there is not available a more senior pilot in the same line of time status in the base who has not previously declined a proffer of time.

PROFFER EXAMPLE:

On the 5th of the month, a Captain trip becomes available that is not covered in the normal process including the steps described in Section 25(A)(3). First Officer A is not available; B is available but refuses the proffer (B is out of the picture for the month except by being junior qualified available). C is available and accepts the proffer. C can be assigned a reserve line the remainder of the month or be required to fly the trips shown on his regular line of time and become subject to all the obligations of a reserve line holder. His minimum guarantee will be that of a reserve line holder, as provided in Section 9(B)(1). In addition, he is guaranteed trips missed under Section 9(H). On the 12th of the month, another Captain trip becomes available. It is proffered to First Officer A; if he accepts, he is covered as First Officer C is. If he declines, C will fly the trip if available; if not, proffer will be made to First Officer D.

- (C) The Company shall award reserve flying time commencing at 1000 local time of each business day and such time shall be awarded as soon after 1000 local time as is practical and shall be completed by 1700 local time for the 24-hour period beginning at 0600 local time of the following day in accordance with Section 24(J) (White Slip) and Section 25. Notwithstanding the first sentence of this paragraph, regular line holders who become eligible under Section 24(J) after 1700 local time may exercise their seniority to pick up reserve time until nine hours and thirty minutes (9:30) before scheduled departure.
- (D) When reserve line holders are assigned to fly equipment not designated on their reserve lines of time provided they are currently qualified on such equipment, the pilot will be paid at rates not less than those applicable to the lowest paying equipment on his reserve line of time.

## **SECTION 26 - TRANSFER TO NON-FLYING OR SUPERVISORY DUTY**

- (A) Any pilot transferred to non-flying or supervisory duty shall retain and continue to accrue seniority, provided that such pilot maintains at all times a valid airline pilot competency certificate or certificates. If such pilot should permit his specified certificate or certificates to lapse, he shall retain the seniority already accrued to the time of such lapse and shall have a period not to exceed one (1) year in which to regain such specified certificate or certificates. His seniority shall recommence to accrue from the date his certificate or certificates are regained.
- (B) When a pilot is transferred to non-flying or supervisory duty on account of sickness or injury, or becomes sick or injured while on such non-flying or supervisory duty, he shall continue to accrue seniority during such period of sickness or injury whether or not he is able to maintain the airline pilot certificate or certificates required for his status for a continuous period of five (5) years; provided that such period may be extended by the mutual agreement of the Company and the Association.
- (C)
  - (1) When a pilot engaged in non-flying or supervisory duty returns to flying duty, he shall be permitted to exercise his system seniority at any pilot base to displace any pilot, provided he has greater seniority than such pilot.
  - (2) Any supervisory pilot, check airman, or instructor returning to line flying shall be credited for flight time limitation purposes at the rate of two hours and forty minutes (2:40) for those pilots returning to a piston line of time, and two hours and thirty minutes (2:30) for those pilots returning to a jet line of time, for each day spent as a supervisor, check airman, or instructor.
- (D) Any disputes arising hereunder concerning the physical fitness of such pilot shall be settled in accordance with Section 34 (Physical Examinations) of this Agreement.

## **SECTION 27 - LEAVES OF ABSENCE**

- (A) When the requirements of the service will permit, a pilot actively employed by the Company may be granted leaves of absence. Such pilot shall not accrue seniority beyond the first one hundred eighty (180) days of each such leave of absence during any calendar year, unless additional seniority accrual is approved by the Company and the Pilots' Master Executive Council, or when such leaves of absence are granted to permit a pilot to serve the interest of the Company or the Association; provided that after the expiration of the period during which such pilot accrues seniority he shall lose seniority at the rate of one (1) position on the Pilots' System Seniority List for each sixty (60) days or fraction thereof during which his seniority does not accrue. Except as provided hereinafter, seniority shall not continue to accrue in that portion

of a leave of absence during which a pilot fails to maintain the certificates required for his status.

- (B) When leaves are granted on account of sickness or injury, a pilot shall retain and continue to accrue his seniority whether or not he is able to maintain the airline pilot certificates required for his status until he is able to return to duty, except that in no case shall leave for sickness or injury exceed a total continuous period of five (5) years, unless such period is extended by the mutual agreement of the Company and the Association. Return to duty after such leave shall be subject to a reasonable qualifying period not to exceed ten (10) months.
- (C) A pilot returning from leave occasioned by sickness or injury, or serving the interest of the Company or the Association, shall be permitted to resume his status and exercise his seniority at the pilot base to which he had previously been assigned subject to Paragraph (B) of this Section.
- (D) Any dispute arising hereunder concerning the physical fitness of the pilot concerned shall be settled in accordance with Section 34 (Physical Examinations) of this Agreement.
- (E) A pilot on leave shall not, without prior written permission of the Company, engage in aviation employment or business activities adverse to the Company's interest.
- (F) Any pilot who is involuntarily ordered to active military service in the Armed Forces of the United States of America, or volunteers for such service in the event war is declared by the United States of America, or is ordered to active military duty in a partial or total emergency, shall, during such period of service, be automatically granted a leave of absence without pay by the Company, until a maximum of ninety (90) days after it is possible for such pilot to secure a release or discharge from active service, or a maximum of five (5) years (provided that the service in excess of four (4) years is at the request and for the convenience of the Federal Government), and such pilot shall, during such period, retain and continue to accrue his seniority. The Company reserves the right to intervene with the appropriate military or draft board authorities to seek a deferment of such military service if Company operations would be adversely affected by granting the leave of absence. Such pilot shall, in addition to retaining his position on the seniority list, accrue seniority for pay purposes. Return to duty after such military furlough shall be subject to a reasonable qualifying period, the maximum of which shall be in accordance with the following stipulations:
  - (1) Five (5) months if he has been on flying status in the military service.
  - (2) Ten (10) months if he has been on non-flying status in the military service.
- (G) Paragraph (F) above shall not apply when a pilot who is a member of a reserve component of the Armed Forces of the United States of America goes on annual active duty for training. As provided in the Selective Service Act of 1967, as

amended, any pilot who is a member of such a reserve component shall upon written request be granted a leave of absence without pay for the period required to perform active duty for training or inactive duty training in the Armed Forces of the United States. Such pilot shall continue to retain and accrue his seniority. The Company reserves the right to intervene with the appropriate military authorities to see a deferment or cancellation of such military training if Company operations would be adversely affected by the granting of such leave of absence.

(H)

- (1) Upon receipt of notification that his name has been placed on a jury selection list, the pilot will immediately notify his Manager-Flight Operations of this fact and permission will be granted to the Company by the pilot for disposition of same.
- (2) When serving on jury duty, a pilot shall be paid and credited as follows:
  - (a) A regular line of time holder shall receive flying pay and credit for those flights missed on his line of time, on a scheduled basis, plus scheduled operational duty pay.
  - (b) A reserve line of time holder shall receive pay and credit equal to one-thirtieth (1/30th) of his appropriate monthly guarantee, two hours and twenty minutes (2:20) per day for each day of reserve held during a thirty (30) day month or two hours and fifteen minutes (2:15) per day for each day of reserve held during a thirty-one (31) day month.
  - (c) An unassigned pilot shall be paid and credited as provided under Section 9(C) (Minimum Pay Guarantees).

Compensation received by the pilot from the appropriate governmental agency for jury duty shall be paid to the Company.

- (3) Failure to comply with (H)(1) above releases the Company from all obligations under (H)(2) above.

(I)

- (1) If, in the opinion of the Base Manager-Flight Operations or his designated representative, there is adequate reserve line coverage at the base, a pilot shall be permitted an authorized leave of absence. Commencing with the first day of the month a pilot's second year of employment begins, he shall be eligible for such authorized leave of absence of not more than four (4) days during each employment year. Such Authorized leave shall not be cumulative from year to year. When leaves are requested by more than one pilot for the same period of time and in the opinion of the Base Manager all requests cannot be granted, leaves will normally be granted on a first-come, first-serve basis. In the event a pilot requests and is denied this leave in the last month of his employment year, the days applied for may be carried to the first month of his next employment

year and his application shall be given priority. The authorized leave may be taken on a daily basis, but complete rotations must be dropped. When consecutive rotations are dropped, the normal days free of duty between these rotations shall be charged against the four (4) day maximum referred to above.

The authorized leave provided in the paragraph above is to be used during the one (1) year period following each pilot's employment anniversary date beginning with the employment anniversary date next following May 1, 1972. During the first such employment year, therefore, each eligible pilot shall be granted four (4) days of paid leave plus the prorated number of days of such leave that he accrued during the period between May 1, 1972, and his next following employment anniversary date.

Effective May 1, 1973, authorized leave shall be increased to five (5) days.

- (2) A regular line holder will be paid and credited for the rotation(s) dropped.
- (3) A reserve line of time holder shall receive pay and credit equal to one thirtieth (1/30th) of his appropriate monthly guarantee, two hours and twenty minutes (2:20) per day for each day of reserve held during a thirty (30) day month or two hours and fifteen minutes (2:15) per day for each day of reserve held during a thirty-one (31) day month.
- (4) An unassigned pilot shall be paid and credited as provided under Section 9(C) (Minimum Pay Guarantees).

## **SECTION 28 - PERIOD OF PROBATION**

Each pilot except a captain shall be on probation for a period not to exceed the first twelve (12) months of his aggregate service as a line pilot with the Company.

## **SECTION 29 - FURLOUGHS**

- (A) Each pilot, furloughed due to reduction in force, upon return to duty shall be allowed, for seniority purposes, all time accrued prior to such furlough but shall not continue to accrue seniority during the period of such furlough. Pilots with more than one (1) year of service as a pilot with the Company shall be granted five (5) years of furlough, at which time such furlough shall expire. Reemployment shall be subject to the furloughed pilot passing a satisfactory medical examination at the time of his re-employment, and after re-employment such pilot shall be required to serve any unexpired portion of his probationary period.
- (B) Each pilot furloughed by the Company shall file his proper address with the Vice President-Flight Operations at the time of his furlough. Any change in address must be supplied to the Vice President-Flight Operations promptly. Such furloughed pilot

shall be notified by the Company by reply-requested telegram or cablegram or "Registered Letter - Return Receipt Requested," of his reassignment to duty with the Company. After delivery of such notice to the last address on file with the Company, such pilot shall be allowed a period of seventy-two (72) hours in which to notify the Company whether or not he will return to active duty. The furloughed pilot shall be allowed two (2) weeks, plus shortest air travel time, plus twenty-four (24) hours after his reply to the Company's notice, to report to duty at the point specified by the Company or at the base from which he was furloughed, whichever he chooses. If he chooses the base where he was furloughed and there is no base bid available for him there or the base is no longer existent, and the Company wishes to assign him to another base, then the Company shall pay him regular moving expenses from the base of furlough or his present domicile whichever is closest to the base to which he is to be assigned by the Company. The Company may at its discretion when extraordinary circumstances exist extend this period of time for return to active service.

- (C) A pilot who is initially furloughed shall remain on the payroll at his applicable rates for a period of at least thirty (30) days after he has been notified in writing that such furlough is pending. During this thirty (30) day period, such pilot may, at the Company's option, be used in his regular capacity as a pilot or be granted any accrued vacation to which he is entitled or both, provided that any accrued vacation shall not be given prior to the pilot's last day of flight duty unless the pilot so requests. If such pilot is not granted part or all of his accrued vacation free from all duty during said thirty (30) day period, he shall, in addition to being paid for such thirty (30) day period, be paid for such accrued vacation at the time he is furloughed.

(D)

- (1) A pilot who is furloughed shall receive furlough pay at regular semi-monthly pay periods in accordance with the following schedule:

<u>If Pilot Has Completed</u>	<u>Furlough Pay</u>
1 year of service	1/2 month
2 years of service	1 month
3 years of service	1 1/2 months
4 years of service	2 months
5 years of service	2 1/2 months
6 years of service	3 months
7 years of service	3 1/2 months
8 years of service	4 months

- (2) A pilot eligible for furlough pay shall receive such pay starting at the time of furlough, and payments for the amount due shall be at regular pay periods and shall continue until furlough pay credit is used; except that in no event shall any such pay be due after the effective date of recall by the Company.

- (3) The amount of furlough pay due per month shall be sixty (60) hours' flying pay (half day, half night) applicable to the lowest paying pilot position on the system.

## **SECTION 30 - SICK LEAVE**

- (A) Newly employed pilots will not be eligible for sick leave benefits during their first six (6) months of employment with the Company.
- (B) After the completion of six (6) months employment with the Company and during the remainder of the first year of employment, pilots shall be eligible for seven (7) days of sick leave.
- (C) During their second year of employment with the Company, pilots shall be eligible for fourteen (14) days' sick leave credit; during their third year, twenty-one (21) days; during their fourth year, twenty-eight (28) days; during their fifth year, thirty-five (35) days; during their sixth year, forty-two (42) days; during their seventh year, forty-nine (49) days; during their eighth year, fifty-six (56) days; during their ninth year, sixty-three (63) days; during their tenth year through their twentieth year, seventy (70) days; during their twenty-first year and thereafter, seventy-seven (77) days.
- (D) Sick leave credit shall not be cumulative from year to year.
- (E) One (1) day of sick leave credit will be charged for each day of absence due to illness beginning with the first day on which a flight is missed and continuing until the date on which the pilot reports he is able to return to flying duty or until his sick leave is exhausted, whichever is earlier.
- (F)
  - (1) A regular line of time pilot eligible for flying pay who loses time in any month because of sickness or injury shall be paid in addition to scheduled operational duty pay (and Foreign and Overseas pay where applicable), flight pay and shall receive flight time credit for trips missed on his line of time.
  - (2) Any other pilot eligible for flying pay who loses time in any month because of sickness or injury shall receive for each day missed:
    - (a) Pay and credit equal to one-thirtieth (1/30th) or one-thirty-first (1/31st) of his appropriate monthly guarantee, two hours and twenty minutes (2:20) per day for each day of reserve held during a thirty day month or two hours and fifteen minutes (2:15) per day for each day of reserve held during a thirty-one day month, or
    - (b) His minimum monthly guarantee, whichever is greater.

(G) A pilot who is on flat salary shall be paid his flat salary while sick or injured and shall receive flight time credit at the rate of two hours and thirty minutes (2:30) per day until the date such pilot reports he is able to return to flying duty, or until his sick leave is exhausted, whichever is earlier.

(H)

(1) Sick leave shall include pay and flight time credit for periods of absence during which a pilot is hospitalized for dental surgery or other dental care or is unable to fly due to receiving medication prescribed or given by a dentist which would remove a pilot from flying status. In addition, it shall include periods of absence due to any of the following types of surgery performed in a dentist's office:

- (a) Gingivectomy (Excision of gum tissue in pyorrhea),
- (b) Apicetomy (Amputation of apex of a tooth root), or
- (c) Surgical removal of impacted teeth.

(NOTE: Definitions from Taber's Condensed Medical Dictionary)

Absence due to other types of dental care or treatment shall not be considered as sick leave under the provisions of this Section.

(2) The Company may require, at its option, a doctor's certificate or other proof of illness to substantiate a sick leave claim. However, under normal conditions a medical certificate will not be required from a doctor until a pilot has been absent in excess of seven (7) consecutive days.

(I) A doctor for the purposes of this Section will be an M.D., D. O. or D.D.S. as referred to above.

(J) A pilot who is injured while on duty with the Company shall be eligible for ninety (90) days of accident leave for each separate accidental injury. Pay and credit for such accident leave shall be computed on the same basis as sick leave pay and charges against accident leave credit shall be made on the same basis as charges against sick leave credit. Accident leave shall be used prior to sick leave.

(K) A pilot who is currently qualified at the beginning of his sick leave shall be considered to be currently qualified for the duration of his sick leave for the purpose of awarding lines of time. A pilot shall be removed from his line of time at the expiration of his sick leave and shall not be awarded a line of time in future bid periods until he reports he is able to return to flying duty.

(L) Local Crew Scheduling, at pilot request, shall prepare and submit a sick leave pay form for days absent from duty on a pilot's line of time.

## **SECTION 31 - FOREIGN AND OVERSEAS OPERATIONS**

### **(A) Sickness and Injury:**

- (1) A pilot assigned to the Company's Foreign and Overseas Operations who becomes sick or injured due to causes not related to his occupation or to the living and health conditions peculiar to the countries in which he performed services shall be entitled to the same sick leave benefits as accorded to the Company's domestic pilots under the provisions of Section 30 (Sick Leave) of this Agreement. In addition, the Company agrees to reimburse such pilot for additional expenses occasioned by his location outside the continental limits of the United States at the time of such illness or injury.
- (2) The Company will provide or compensate a pilot assigned to its Foreign and Overseas Operations for the complete care for occupational sickness or injury due to causes related to their occupation or to the living and health conditions peculiar to the countries in which he performed services. It is agreed that in such cases Workmen's Compensation benefits due under applicable law shall be paid by the pilot to the Company. The provisions of this paragraph will apply to recurrences of the same sickness or injury so long as the pilot shall remain an employee of the Company.
- (3) If sickness or injury, either occupational or non-occupational, occurs outside the continental limits of the United States, and such sickness or injury necessitates treatment or convalescence in the United States, the pilot affected shall be returned by the Company to the United States.
- (4) A pilot assigned to the Company's Foreign and Overseas Operations who becomes sick or injured due to causes outlined under (1) or (2) above, either within or outside the continental limits of the United States, shall be paid during period of absence due to such illness or injury in accordance with his status on the basis provided in Section 30 of this Agreement. The duration of such payments for non-occupational illnesses or injuries as outlined in Paragraph (1) above, shall be governed by the provisions of Section 30 of this Agreement. In cases of occupational illnesses or injuries as outlined in Paragraph (2) above, such payment shall be for any absence caused by occupational illness or injury due to causes related to the occupation or to the living and health conditions peculiar to the country in which services are performed, and shall not be charged against the pilot's sick leave credit for non-occupational illness or injury.
- (5) The expense allowances as outlined in Section 13 will be continued until the pilot returns to his base if he becomes sick or injured while en route.

### **(B) Workmen's Compensation Benefits.**

Workmen's Compensation benefits will be provided by the Company for each pilot in amounts not less than those prescribed in the Longshoremen's and Harbor Worker's Compensation Act, as amended, or the Workmen's Compensation Law of the state having jurisdiction, whichever act provides the higher benefits. The monetary benefits so paid shall be in addition to any monetary benefits paid pursuant to the provisions of Paragraphs (C) and (D) of this Section.

(C) Missing Pilots.

Any pilot who, while engaged in the Company's Foreign and Overseas Operations, becomes missing or held as a prisoner or hostage of war, or held for any reason in the performance of his required flight or ground duties, while engaged in these operations, shall be allowed compensation, payable monthly, in accordance with his status at rates no less than rates stipulated in Section 9 of this Agreement. If missing, such pilot shall be entitled to monthly compensation for a period of twenty-four (24) months after disappearance or until such date of his death is established or until there is a reasonable presumption of death, whichever occurs first. If upon the expiration of such twenty-four (24) month period, any such pilot is still missing and his whereabouts is still unknown, or if prior to that time his death is established, the Company shall pay or cause to be paid the death benefits provided for in Paragraph (B) of this Section.

(D) Benefit Assignment.

- (1) The monthly compensation allowance under Paragraphs (B) and (C) of this Section to a pilot who is missing shall be credited to such pilot on the books of the Company and shall be disbursed by the Company in accordance with written direction from him. The Company shall require each pilot hereafter employed in or assigned to its Foreign and Overseas Operations to execute and deliver to the Company, prior to such employment or assignment, a written direction in the form hereinafter set forth. The Company shall, as soon as practicable, require all pilots now employed in the Company's Foreign and Overseas Operations to execute and deliver to the Company such a written direction. The direction referred to shall be in substantially the following form.

"To Delta Air Lines, Inc.

"You are hereby directed to pay all monthly compensation allowable to me and any other benefits stipulated in this Agreement, while missing or resulting from death or any other conditions which cause direct payment to me to be impossible, under sections of this Agreement as follows:

\$ \_\_\_\_\_ per month to \_\_\_\_\_,  
(Name)

\_\_\_\_\_ as long as living,  
(Address)  
and thereafter to \_\_\_\_\_,  
(Name)  
\_\_\_\_\_ as long as living,  
(Address)  
and thereafter to \_\_\_\_\_,  
(Name)  
\_\_\_\_\_ as long as living.  
(Address)

“The balance, if any, and any amounts accruing after the death of all persons named in the above designations shall be held for me, or in the event of my death before receipt thereof, shall be paid to the legal representative of my estate.

“The foregoing direction may be modified from time to time by letter signed by the undersigned, and any such modification shall become effective upon receipt of such letter by you.

“Payments made by the Company pursuant to this direction shall fully release the Company from the obligation of making any further payment with respect thereto.

\_\_\_\_\_  
(Pilot’s Signature)”

- (2) Any payments due to any pilot under this Section which are not covered by a written direction as above required, shall be held by the Company for such pilot and, in the event of his death, shall be paid to the legal representative of his estate.
- (3) Pilots shall maintain and continue to accrue seniority both for Company seniority and for pay purposes during periods in which they are missing.

## **SECTION 32 - INVESTIGATION AND DISCIPLINE**

- (a) Hearing.
  - (1) A pilot shall not be disciplined or dismissed from the Company without notification in writing as to any such action, and such pilot shall not be disciplined or dismissed without an investigation and hearing, provided that the pilot make written request for an investigation and hearing within seven (7) days after receiving such notifications.

- (2) Nothing in this Section shall be construed to prevent the Company from holding a pilot out of service prior to written notification of charges preferred against him, and such written notification stipulated in Paragraph (A)(1) of this Section shall be furnished the pilot within ninety-six (96) hours.
  - (3) Such investigation and hearing shall be held by a junior operating official of the Company designated by the Company for that purpose, and shall be held within seven (7) days after the Company receives the written notification from the pilot for an investigation and hearing as stipulated in Paragraph (A)(1) of this Section.
  - (4) Prior to such investigation and hearing the Company shall furnish such pilot a copy of the precise charge or charges against him, and he shall not be required to give testimony or furnish evidence prior to the actual time of the investigation and hearing. He shall be given the necessary time in which to prepare and to secure the presence of witnesses and shall have the right to be represented by an employee of the Company of his choice or by his duly accredited representative or representatives.
  - (5) Within seven (7) days after the close of such investigation and hearing, the Company shall announce its decision in writing and shall furnish the pilot, or his duly accredited representative, a copy thereof.
- (B) Appeal.
- (1) When a copy of such decision has been received by the pilot or his duly accredited representative and such pilot is dissatisfied with the Company's decision, he shall have the right to appeal to the senior operating official of the Company, provided such appeal request is filed by the pilot in writing with the senior operating official within seven (7) days from the date of the pilot's receipt of the decision of the investigation and hearing conducted by the junior operating official, as specified in Paragraph (A)(3) of this Section. Such appeal hearing shall be held within seven (7) days after the receipt of the pilot's request therefor by a senior operating official of the Company designated by the Company for that purpose.
  - (2) Within ten (10) days after the close of such appeal hearing the Company shall announce its decision in writing and shall furnish the pilot, or his duly accredited representative, a copy thereof.
- (C) General.
- (1) If any decision made by the Company under the provisions of this Section is not appealed by the pilot affected within the time limit prescribed herein for such appeals, the decision of the Company shall become final and binding.

- (2) Nothing in this Agreement shall extend the right of investigation and hearing to a pilot during his first twelve (12) months of service.
  - (3) If, as a result of any hearing or appeal therefrom as provided herein, a pilot is exonerated, he shall, if he has been held out of service, be reinstated without loss of seniority and shall be paid for such time lost in an amount which he would have normally earned had he been continued in service during such period.
  - (4) If, as a result of any hearing or appeal therefrom as provided herein, the pilot shall be exonerated, his personnel record shall be cleared of the charges.
  - (5) When it is mutually agreed that a stenographic report is to be taken of the investigation and hearing or appeal therefrom, in whole or in part, the cost shall be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of such proceedings shall be taken, any written record available taken of such investigation and hearing of appeal therefrom, made by either of the parties to the dispute shall be furnished to the other party to the dispute upon request, provided that the cost of such written record so requested shall be borne equally by both parties to the dispute.
  - (6) If, after the appeal provisions hereinbefore provided have been complied with, further appeal by the pilot, if made, shall be to the "Delta Air Lines Pilots' System Board of Adjustment" as provided in the "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, covering the establishment and maintenance of a System Board of Adjustment," effective May 1, 1972, provided such appeal is made within thirty (30) days from the date of receipt by the pilot, or his duly accredited representative of the appeal hearing decision of the Company. All submissions to the System Board of Adjustment shall be made in conformity with Paragraph (H) of the System Board of Adjustment Agreement.
- (D) A pilot shall have the opportunity of responding to any correspondence pertaining to him which may be of a critical nature. If the pilot is not furnished a copy as evidenced by his initials, it shall not be used against him in an investigation and discipline case.

## **SECTION 33 - GRIEVANCES**

- (A) Any pilot or group of pilots hereunder who has a grievance concerning any action of the Company affecting them shall be entitled to have such grievance handled in accordance with the procedure established in Section 32 of this Agreement for investigating and hearing cases of discipline and dismissal. Such grievance must be submitted in writing to a junior operating official of the Company designated by the

Company for that purpose within one hundred twenty (120) days after occurrence of the incident or event giving rise to the grievance. It is not intended that this limitation preclude pay claims arising out of bookkeeping errors.

The parties may mutually agree to extend such one hundred twenty (120) day limitation where circumstances warrant.

- (B) Subject to space being available, witnesses and representatives who are employees of the Company shall receive free transportation over the lines of the Company from the point of duty to the point of hearing and return.

## **SECTION 34 - PHYSICAL EXAMINATIONS**

- (A) The physical standards required of a pilot shall be the standards established by the Federal Aviation Agency, including its waiver policy.
- (B) Any pilot hereunder who fails to pass a Company medical examination may within thirty (30) days at his option have a review of his case in the following manner:
  - (1) He may employ a qualified medical examiner of his own choosing and at his own expense for the purpose of conducting a physical examination for the same purpose as the physical examination made by the medical examiner employed by the Company.
  - (2) A copy of the findings of the medical examiner chosen by the employee shall be furnished to the Company, and in the event that such findings verify the findings of the medical examiner employed by the Company, no further medical review of the case shall be afforded.
  - (3) In the event that the findings of the medical examiner chosen by the employee disagree with the findings of the medical examiner employed by the Company, the Company shall, at the written request of employee, ask that the two medical examiners agree upon and appoint a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of making a further physical examination of the employee.
  - (4) The said disinterested medical examiner shall then make a further examination of the pilot in question and the case shall be settled on the basis of his findings.
- (C) The expense of employing the disinterested medical examiner shall be borne one-half by the pilot and one-half by the Company. Copies of such disinterested medical examiner's report shall be furnished to the Company and to the pilot.

- (D) The Company may require a medical release only for a specific illness which resulted in the pilot taking sick leave, and shall be limited to those days on which he claimed sick leave pay.

## **SECTION 35 - FREE AND REDUCED RATE TRANSPORTATION**

Free and reduced rate transportation privileges granted by existing Company policy as covered in Standard Practice 1014, plus any increased pass benefits established during the term of this Agreement, shall be extended to pilots.

## **SECTION 36 - GENERAL**

- (A) The Company and the Association agree to make it a matter of record in this Agreement that in accordance with the established policy of the Company and the Association, the provisions of this Agreement will apply equally to all pilots hereunder regardless of color, race, creed or national origin.
- (B) The Company will provide insurance coverage protecting the pilots, or their estates, against suits by fellow employees and third parties to the extent they are presently protected by existing insurance contracts.
- (C) Any order to a pilot involving a change in pilot base, promotion, demotion, furlough and leave of absence shall be confirmed in writing and addressed and mailed to the pilot involved.
- (D) This Agreement shall be binding upon any successor or merged company of companies, or any successor in the control of this company.
- (E) The recommendations of the Delta Pilot Representatives shall be considered by the Company before making any change in the style, color or material of uniforms. Any such change shall become effective six (6) months after date of notification.
- (F) The Company shall provide each pilot, within a reasonable time after the signing of this Agreement, with a copy of this Agreement, printed and bound in a convenient pocket-size booklet. Each newly employed pilot shall be provided with a copy of the Agreement at the time he is employed.
- (G) A Company identification card shall be issued to each pilot upon which will be imprinted his date of hire and payroll number in addition to any other information required by Company regulations.
- (H) The Company agrees to reimburse its pilots for financial loss incurred while on authorized Association business as if such pilot had remained on regular duty with the Company, provided the payments to such pilots are refunded to the Company by the Association with the exception that the Association shall not be liable for benefits accrued in excess of flight pay for the Delta Master Executive Council Chairman, Local Council Chairman, Delta Central Air Safety Chairman and the Delta Pilot

Negotiating Committee composed of three members. A method and procedure for accomplishing the foregoing shall be agreed upon by the parties.

- (I) Irrespective of any contrary provisions of the Retirement Income Plan for Pilots, the Company agrees that the Retirement Income Plan shall not except as agreed by the pilots in the service of Delta Air Lines, Inc., as represented by the Air Line Pilots Association, International, and the Company be amended, changed, varied, modified or discontinued during the term of this Agreement. The Company further agrees that the provisions of said Retirement Income Plan shall continue in full force and effect concurrently with the duration of this Agreement and be subject to the provisions of Section 38 hereof.
- (J) The Company shall provide One Hundred Twenty-five Thousand Dollars (\$125,000) accident death and dismemberment insurance coverage for each pilot while he is assigned to and on Company training flights, check flights or test flights. Each pilot shall obtain an appropriate form from the Company, designate a beneficiary thereon, and return the form to the Payroll Department for file.
- (K) A pilot shall be notified on the reason whenever the Company denies any item of pay or expenses.
- (L)
  - (1) A Delta Air Lines pilot who is a national officer of the Association, Local Council Chairman, Local Council Vice Chairman, Master Executive Council Chairman, Negotiating Committee member, System Board member, Air Safety Representative, Merger Representative, and Scheduling Committee member and Hotel Committee Chairman when engaged in approved Association business which is certified by the Master Executive Council Chairman shall be provided with Standby-Positive Space (SPS) passes.
  - (2) Each ALPA Council Chairman shall have the option to drop a rotation or reschedule reserve days off in order to attend the monthly council meetings. Regular line holders shall be given first priority during that month to recover the time dropped.
- (M) Prior to March 1 of each year, the Company will furnish the Association a roster of pilots' earnings for the previous calendar year for the purpose of aiding the Association in determining members' annual dues. The names listed on the roster shall be limited to those Delta pilots who received earnings under the provisions of the Basic Employment Agreement during such previous calendar year, and the earnings listed on the roster for each such pilot shall be the earnings reported on his W-2 form for federal income tax purposes.
- (M)
  - (1) When a death occurs in the immediate family of a pilot (as defined in S.P. 1023.2), he shall, after advising the Base Manager of Flying or his designated

representative, be entitled to not less than three (3) days including travel time free of all duty.

- (2) A pilot who is a regular line holder and who is eligible for flying pay and who loses time in any month because of the allowed three-day off duty period above shall be paid, in addition to scheduled operational duty pay (and Foreign and Overseas pay where applicable), flight pay and shall receive flight time credit for trips shown on his line of time during such three-day period.
- (3) A pilot who is a reserve line holder and who is eligible for flying pay who loses time in any month under the same conditions stated above shall be paid in accordance with Section 9(B)(1)(d) (Minimum Pay Guarantee).

For information concerning the Transportation of Remains, refer to Standard Practice 1023.4, which shall apply in this instance.

## **SECTION 37 - EFFECT ON OTHER AGREEMENTS**

Except as provided in Section 38 below, this Agreement shall supersede and take precedence over all Agreements, Supplemental Agreements, Amendments, Letters of Understanding, and similar related documents executed between the Company and the Association with the exception of the Agreements concerning Civil Aeronautics Board Serial Number E-7052 entered into August 16, 1954, provided that all rights and obligations, monetary and otherwise, which may have accrued prior to the effective date of this Agreement under the said Agreement, Supplemental Agreements, Amendments, Letters of Understanding, and similar related documents for the pilots of the Company shall remain in effect until satisfied or discharged.

## **SECTION 38 - DATE AND DURATION**

- (A) The provisions of the Basic Employment Agreement, by and between the parties hereto, signed February 25, 1970, and effective from March 2, 1970 through January 31, 1972, shall remain in full force and effect until superseded by the provisions of this Agreement. When and as the provisions of this Agreement become effective, as provided in Paragraphs (B) and (C) below, they shall supersede provisions of the aforementioned Agreement dealing with the same subject(s) and, when all of the provisions of this Agreement become effective, the entire aforementioned Agreement shall expire and be completely superseded by this Agreement.
- (B) The provisions of Sections 11(A)(1) and 13(A)(5) of this Agreement shall become effective June 1, 1972.
- (C) Except as expressly provided elsewhere in this Agreement, including the provisions of Paragraph (A) and (B) above, this Agreement shall become effective May 1, 1972,

and shall continue in full force and effect through January 31, 1974, and shall renew itself without change through each succeeding January 31 thereafter unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party hereto at least sixty (60) days prior to January 31 in any year.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement, this the 2nd day of May, 1972.

FOR DELTA AIR LINES, INC.

/s/ David C. Garrett, Jr., President

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

/s/ J. J. O'Donnell  
President, Air Line Pilots Association, International

WITNESS:

R. W. Allen  
H. T. Fincher  
C. A. Smith  
W. J. Cardno  
C. L. Kennedy  
J. A. York

WITNESS:

M. H. P. Van Hemert  
L. H. Gildermaster  
John Ulm  
H. A. Duffy  
J. L. Hall  
R. P. Kauppila  
M. K. Putter

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

---

PAY BOARD (BASIC EMPLOYMENT AGREEMENT)

---

THIS AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between DELTA AIR LINES, INC., (hereinafter referred to as the "Company"), and the AIR LINE PILOTS in the service of DELTA AIR LINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL.

W I T N E S S E T H:

WHEREAS, the Company and the Association have agreed to certain increases in compensation under the Agreement between the parties hereto and signed by such parties on the 2nd day of May, 1972, and

WHEREAS, the said increases in compensation are subject to the Economic Stabilization Act of 1970, as amended, and rules and regulations issued pursuant thereto, and

WHEREAS, the parties desire to provide a method whereby any required adjustment under said Agreement may be applied;

NOW THEREFORE, it is mutually agreed and understood by and between the parties that all increases in compensation (including those resulting from changes in work rules) under this Agreement are subject to the Economic Stabilization Act of 1970, as amended, and rules and regulations issued pursuant thereto. Increases hereunder shall be reported to the Pay Board in accordance with the requirements of applicable regulations. If the increases in compensation hereunder are required to be reduced following said report, the Company shall advise the Association and the parties shall meet promptly (within 30 days) to consider appeals. If any such requirement for a reduction remains valid after any appeal, the parties may reopen only the appropriate Sections for the sole purpose of deciding how the adjustment shall be applied.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 2nd day of May, 1972.

FOR DELTA AIR LINES, INC.

/s/ David C. Garrett, Jr., President

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

/s/ J. J. O'Donnell  
President, Air Line Pilots Association, International

WITNESS:

R. W. Allen  
H. T. Fincher  
C. A. Smith  
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C. L. Kennedy  
J. A. York

WITNESS:

M. H. P. Van Hemert  
L. H. Gildermaster  
John Ulm  
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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

---

SYSTEM BOARD OF ADJUSTMENT

---

THIS AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between DELTA AIR LINES, INC., (hereinafter referred to as the "Company"), and the AIR LINE PILOTS in the service of DELTA AIR LINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the "Association"), covering the establishment and maintenance of a System Board of Adjustment.

IT IS MUTUALLY AGREED THAT:

- (A)
- (1) The term "Company" as used herein shall be construed to mean Delta Air Lines, Inc.
  2. The term "Association" as used herein shall be construed to mean Air Line Pilots Association, International.
  3. The term "Pilots' Agreement" as used herein shall be construed to mean Agreement between Delta Air Lines, Inc. and the Airline Pilots in the Service of Delta Air Lines, Inc. as Represented by Air Line Pilots Association, International, signed May 2, 1972, or any extensions or renewal of that Agreement.
- (B) In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of the Pilots Agreement and which are properly submitted to it, which board shall be known as "Delta Air Lines Pilots' System Board of Adjustment," hereinafter referred to as the "Board."
- (C) The Board shall consist of four (4) members, two (2) members shall be selected and appointed by the Association and two (2) members shall be selected and appointed by

the Company. At the System Board Hearing involving a discharge case, the two (2) Company members shall not be the officials who heard the case at the Initial (Section 32(A)) and Appeal (Section 32(B)) levels. Such appointees shall be known as "Adjustment Board Members." Each party will designate its members and at all times thereafter will promptly notify the other party in writing of any change of such appointees.

- (D) The four (4) members shall serve for one (1) year from the date of their appointment or until their successors have been duly appointed. Vacancies in the membership of the Board shall be filled in the same manner as is provided herein for the selection and appointment of the original members of the Board.
- (E) The Board shall have jurisdiction over disputes between any employee covered by the Pilots' Agreement and the Company growing out of grievances or out of interpretation or application of any of the terms of the Pilots' Agreement. The jurisdiction of the Board shall not extend to changes in hours of employment, rates of compensation or working conditions covered by existing agreements between the parties hereto.
- (F) The Board shall consider any dispute properly submitted to it by the President of the Association or by the Chief Operating Officer of the Company, when such dispute has not been previously settled in accordance with the terms provided for in the Pilots' Agreement.
- (G) Appointments of members of the Board shall be made by the respective parties within thirty (30) days from the date of the signing of this agreement and said appointees shall meet in the City of Atlanta, Georgia, within forty-five (45) days from the date of the signing of this agreement, and shall organize and select a Chairman and a Vice-Chairman, both of whom shall be members of the Board. The term of the office of Chairman and Vice-Chairman shall be one (1) year. Thereafter the Board shall designate one (1) of its members to act as Chairman and one (1) to act as Vice-Chairman for one (1) year terms. Each officer so selected shall serve for one (1) year or until his successor has been duly selected.

The office of Chairman shall be filled and held alternately by an Association member of the Board and by a Company member of the Board. When an Association member is Chairman, a Company member shall be Vice-Chairman and vice versa, and the Chairmanship and Vice Chairmanship shall be held by the respective parties to this Agreement for one (1) year periods regardless of replacements by either of such parties during such period of service. The Chairman, or in his absence the Vice-Chairman, shall preside at meetings of the Board and at hearings and shall have a vote in connection with all actions taken by the Board.

After the organization meeting referred to herein, the Board shall thereafter meet in the city where the general offices of Delta Air Lines, Inc., are maintained (unless a different place of meeting is agreed upon by the Board) during the months of

February, May, August and November of each year, provided that at such times there are cases filed with the Board for consideration, and shall continue in session until all matters before it have been considered, unless otherwise mutually agreed upon.

- (H) All disputes properly referred to the Board for consideration shall be addressed to the Chairman. Five (5) copies of each petition, including all papers and exhibits in connection therewith, shall be forwarded to the Chairman, who shall promptly transmit one (1) copy thereof to each member of the Board. Each case submitted shall show:
1. Question or questions at issue.
  2. Statement of facts.
  3. Position of employee or employees and relief sought.
  4. Position of Company.

When possible, joint submissions should be made, but if the parties are unable to agree upon a joint submission then either party may submit the dispute and its position to the Board. No matter shall be considered by the Board which has not first been handled in accordance with the appeals provision of the Pilots' Agreement, including the rendering of a decision thereon by the Senior Operating Officer of the Company.

- (I) Upon receipt of notice of the submission of a dispute, the Chairman shall set a date for hearing, which shall be at the time of the next regular meeting of the Board, or, if at least two (2) members of the Board consider the matter of sufficient urgency and importance, then at such earlier date and at such place as the Chairman and Vice-Chairman shall agree upon, but not more than fifteen (15) days after such request for meeting is made by at least two (2) of said members, and the Chairman shall give the necessary notices in writing of such meeting to the Board members and to the parties to the dispute.
- (J) Employees covered by the Pilots' Agreement may be represented at Board hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing or both.

On request of individual members of the Board, the Board may, by majority vote, or shall at the request of either the Association representatives or the Company representatives thereon, summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute, or by either group of representatives constituting the Board.

The number of witnesses summoned at any one time shall not be greater than the number which can be spared from the operation without interference with the services of the Company.

- (K) A majority vote of all members of the Board shall be competent to make a decision.
- (L) Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties hereto.
- (M) A deadlock shall be considered to exist if the Board has not reached a decision within sixty (60) days after the conclusion of the hearing on the dispute. The four-member Board shall be required to issue a written report to the Association and to the Company to advise when such a deadlock occurs.
- (N)
- (1) In the event of a deadlock in the case of any dispute properly referable to it, it shall be the duty of the Board to endeavor to agree, within thirty (30) days from the date of such deadlock, upon a procedure for breaking such deadlock. A majority vote of all members of the Board shall be competent to reach such agreement and the action of the Board, operating under such procedure, shall be final and binding upon the parties hereto. The thirty (30) day period specified herein with respect to agreement upon a procedure for breaking a deadlock may be extended by mutual consent of the parties hereto.
  - (2) If the question or questions at issue in the case is/are the discharge of a pilot or pilots and the Board is unable to agree upon a procedure for breaking the deadlock within the thirty (30) day period or extension thereof, as provided herein, any two (2) members of the Board may notify the other members of the Board in writing that the services of a neutral, who shall serve as a fifth member of the Board, are desired and such neutral shall be selected by the Chairman and Vice Chairman of the Board by mutual agreement within ten (10) days following such written notice, and if a mutual agreement cannot be reached, such neutral shall be selected under the procedure specified in Paragraph (4) below.
  - (3) If the question or questions at issue in the case is/are not the discharge of a pilot or pilots and the Board is unable to agree upon a procedure for breaking the deadlock within the thirty (30) day period or extension thereof as provided herein, any two (2) members of the Board may notify the other members of the Board in writing that the services of a neutral, who shall serve as a fifth member of the Board, are desired and such neutral shall be selected not earlier than six (6) months nor later than nine (9) months following the date on which the case was first heard by the Board. During the time limits specified herein, it shall be the responsibility of the Board members to exhaust every avenue in attempting to find a satisfactory solution to the dispute without the services of a neutral. The neutral shall be selected by the Chairman and the Vice Chairman of the Board by mutual agreement, and if a mutual agreement cannot be reached, such neutral shall be selected under the procedure specified in Paragraph (4) below.

- (4) At as early a date as practicable after the signing of this Agreement, the Company and the Association shall establish a panel of five (5) potential neutrals. The selection of a neutral from such panel shall be made by the alternate strike off method, with first the Chairman and then the Vice Chairman striking a name off the panel, and so on until only one name remains and such remaining named neutral shall serve as a fifth member of the Board for the purpose of hearing the particular case in question.
  - (5) After the fifth member of the Board is selected, the Board shall, within thirty (30) days, arrange for a hearing of the case by the Board, including the presentation of such witnesses and evidence as the five-member Board shall in its discretion permit. A decision of a majority of the Board sitting with the fifth member shall be final and binding upon the parties hereto. Such decision shall be rendered within six (6) months after the close of the hearing.
  - (6) The reasonable expenses and compensation of the neutrals selected as provided herein shall be borne equally by the Company and the Association.
  - (7) If neither the Company nor the Association serves notice that the services of a neutral are desired, as above provided, within thirty (30) days after either party is eligible to do so, the Board shall have no further jurisdiction in the case and the controversy shall be considered as withdrawn.
  - (8) The time limits specified in this Paragraph (N) may be extended by mutual agreement between the parties to this Agreement in writing.
- (O) Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the employees or to the employer, or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended, and the failure to decide a dispute under the procedure established herein shall not, therefore, serve to foreclose any subsequent rights which such law may afford or which may be established by the National Mediation Board by orders issued under such law with respect to disputes which are not decided under the procedure established herein.
- (P) The Board shall maintain a complete record of all matters submitted to it for consideration and of all findings and decisions made by it.
- (Q) Each of the parties hereto will assume the compensation, travel expense and other expenses of the Board members selected by it.
- (R) Each of the parties hereto will assume the compensation, travel expense and other expenses of the witnesses called or summoned by it. So far as space is available, witnesses who are employees of the Company shall receive free transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law.

- (S) The Chairman and Vice-Chairman, acting jointly, shall have the authority to incur such other expenses as in their judgment may be deemed necessary for the proper conduct of the business of the Board and such expense shall be borne one-half (1/2) by each of the parties hereto. Board members who are employees of the Company shall be granted necessary leaves of absence for the performance of other duties as Board members. So far as space is available, Board members shall be furnished free transportation over the lines of the Company for the purpose of attending meetings of the Board, to the extent permitted by law.
- (T) It is understood and agreed that each and every Board member shall be free to discharge his duty in an independent manner, without fear that his individual relations with the Company or with the employees may be affected in any manner by any action taken by him in good faith in his capacity as a Board member.
- (U) This Agreement shall become effective as of the date of signing hereof and shall continue in full force and effect through January 31, 1974, and shall renew itself without change each succeeding January 31 thereafter unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party hereto at least sixty (60) days prior to January 31 in any year.
- (V) It is specifically understood and agreed by the parties hereto that the procedure outlined above shall be followed only in cases pertaining to and covering alleged grievances, disputes, claims and causes of action arising, or accruing or filed subsequent to February 25, 1970. With respect to alleged grievances, claims, disputes and causes of action existing or accruing prior to May 2, 1972. With respect to alleged grievances, claims, disputes and causes of action existing or accruing prior to May 2, 1972, or cases pending before the Board on May 2, 1972, the provisions of the Agreement between the parties signed February 25, 1970, shall apply.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement, this the 2nd day of February, 1972.

FOR DELTA AIR LINES, INC.

/s/ David C. Garrett, Jr., President

FOR THE AIRLINE PILOTS IN THE  
SERVICE OF DELTA AIR LINES, INC.

/s/ J. J. O'Donnell, President

AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL

WITNESS:

/s/ R. W. Allen  
/s/ H. T. Fincher  
/s/ C. A. Smith  
/s/ W. J. Cardno  
/s/ C. L. Kennedy  
/s/ J. A. York

WITNESS:

/s/ M. H. P. Van Hemert  
/s/ L. H. Gildermaster  
/s/ John F. Ulm  
/s/ H. A. Duffy  
/s/ J. L. Hall  
/s/ R. P. Kauppila  
/s/ M. K. Putter

# **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**

---

**CRAF**

---

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between DELTA AIR LINES, INC., (hereinafter referred to as the "Company"), and the AIR LINE PILOTS in the service of DELTA AIR LINES, INC. as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereafter referred to as the "Association").

## **SECTION 1**

It is mutually agreed and understood by and between the parties of this Letter of Agreement that the provisions hereof shall be applicable only to the Company's Civil Reserve Air Fleet Operation (CRAF). It is further agreed and understood that all Sections of the Basic DAL-ALPA Agreement, amendments thereto and letters of agreement, except those Sections which are specifically modified or excepted by this Letter of Agreement, shall be applicable to the Company's "CRAF Operation."

## **SECTION 2 - DEFINITIONS**

- (A) The word "Agreement" when used in this Letter of Agreement means the 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, signed May 2, 1972, as it may be amended or modified.

- (B) The term “CRAF Operation” for the purpose of this Letter of Agreement means all flight operations conducted in accordance with the Agreement between Delta Air Lines and the Department of Defense covering such “CRAF Operation,” but shall not include the Company’s certificated service or commercial charter service or any other Government operation.

### **SECTION 3 - COMPENSATION**

Rates of compensation and the minimum pay guarantee on the Company’s “CRAF” Operation” shall be those specified in the Agreement for pilots based on Foreign and Overseas Operations, provided that a pilot awarded or assigned a position in such operation shall receive, as a minimum guarantee, monthly compensation at the rate determined by dividing the total earnings during the three (3) calendar months immediately preceding his assignment to the “CRAF Operation”, by the total number of days during which he was on active pay status during such three (3) months multiplied by the number of days the pilot has been in the “CRAF Operation” during such month, provided that in no case shall such pilot’s pay be less than one-third (1/3) of the previous three (3) calendar months preceding the month of assignment to the “CRAF Operation.”

### **SECTION 4 - EXPENSES**

A pilot awarded or assigned a position in the Company’s “CRAF Operation” shall receive trip and moving expenses in accordance with the Agreement.

### **SECTION 5 - FILLING OF VACANCIES**

- (A) Assignments to pilots’ positions in the “CRAF Operation” during the first thirty (30) days of such operation shall be filled in the following manner:
- (1) Proffered to currently qualified pilots in order of system seniority. Any positions so proffered which are not accepted shall be:
  - (2) Assigned in reverse order of system seniority to those pilots who are currently qualified for the position. Any positions which are not filled shall be:
  - (3) Proffered to pilots in order of their system seniority. Any position so proffered which is not filled shall be:
  - (4) Assigned to pilots in reverse order of system seniority.
- (B) Within thirty (30) days after the implementation of the Company’s “CRAF Operation,” all pilot positions in such operation shall be posted for systemwide bid

and awarded in accordance with Basic Agreement and will be considered as operating from a newly established base.

- (C) At the expiration of the initial thirty (30) day period, pilots assigned to such "CRAF Operation" shall remain in such assignment until replaced by pilots who successfully bid such operation under (B) above. All such replacements shall be made as soon as practicable and in conformance with the Basic Agreement. Thereafter, CRAF operations shall continue to be governed by the Basic Agreement.
- (D) Any pilot receiving a CRAF position during the first thirty (30) days of such operations who indicates to the Company in writing his desire to return to his last held base position will be allowed to do so provided:
  - (1) There is a currently qualified pilot who has expressed his desire to the Company in writing to fill such position, or
  - (2) A junior pilot is currently qualified.

## **SECTION 6 - INSURANCE BENEFITS**

A pilot awarded or assigned a position in the Company's "CRAF Operation" will be eligible for continued participation in the applicable Company's Employee's Insurance Program. In addition thereto the Company shall provide \$125,000.00 accidental death and dismemberment insurance coverage for each pilot while he is assigned to the Company's "CRAF Operation."

## **SECTION 7 - RETIREMENT BENEFITS**

A pilot awarded or assigned a position in the "CRAF Operation" will be considered as though he is assigned to the Company's regular operations for Retirement Plan purposes.

## **SECTION 8 - GENERAL**

The Company shall provide each pilot in its employ with a copy of this Letter of Agreement.

### **DURATION**

THIS LETTER OF AGREEMENT shall become effective on May 1, 1972, and shall remain in full force and effect concurrently with the Basic Employment Agreement effective May 1, 1972, subject to the provisions of Section 38 of such Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this the 2nd day of May, 1972.

FOR DELTA AIR LINES, INC.

/s/ David C. Garrett, Jr., President

FOR THE AIRLINE PILOTS IN THE  
SERVICE OF DELTA AIR LINES, INC.

/s/ J. J. O'Donnell, President  
AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL

WITNESS:

/s/ R. W. Allen

/s/ H. T. Fincher

/s/ C. A. Smith

/s/ W. J. Cardno

/s/ C. L. Kennedy

/s/ J. A. York

WITNESS:

/s/ M. H. P. Van Hemert

/s/ L. H. Gildermaster

/s/ John F. Ulm

/s/ H. A. Duffy

/s/ J. L. Hall

/s/ R. P. Kauppila

/s/ M. K. Putter

**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**

---

**PAA INTERCHANGE**

---

THIS SUPPLEMENTAL AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between DELTA AIR LINES, INC., (hereinafter referred to as the "Company") and the AIRLINE PILOTS in the service of DELTA AIR LINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the "Association").

W I T N E S S E T H:

WHEREAS, the Company and the pilots desire to supplement their currently effective Basic Employment Agreement with respect to the operation of the Interchange Agreement between Delta Air Lines, Inc., and Pan American World Airways, Inc., CAB Docket No. 14468,

NOW THEREFORE, it is mutually agreed and understood by and between the parties to this Letter of Agreement that:

- (1) The interchange operation will involve only the interchange of airline aircraft equipment and does not contemplate or require the pilots of Delta Air Lines, Inc., to make flights over the routes or alternates thereof of Pan American World Airways, Inc., covered by the certificate under which this interchange operates, nor shall said interchange operation contemplate or require the pilots of Pan American World Airways, Inc., to make flights over the routes or alternates thereof of Delta Air Lines,

Inc., covered by the certificate under which this interchange operates, except as provided in Paragraphs (2) and (3) of this Letter of Agreement.

- (2) When over-flights occur at the regularly designated interchange point or points by reason of weather conditions or contingencies directly related to field conditions, and are landed at a regular, alternate, provisional, or refueling point, the pilot crews of the Company will be furnished first available positive transportation without cost to the pilots, to the interchange point or points or to the pilots' domicile.
- (3) Whenever a Pan American World Airways crew is not available at the interchange point or at the point of landing when the interchange point has been overflowed and flight time and on-duty time limitations permit, the Delta pilots may, with the approval of duly authorized representatives of Pan American and Delta, be dispatched to continue the flight or ferry the aircraft to the interchange point or to a crew change point where a Pan American crew is available.

Whenever a Delta crew is not available at the interchange point or at the point of landing when the interchange point has been overflowed the Pan American pilots may, with the approval of duly authorized representatives of Delta and Pan American, be dispatched to continue the flight or ferry the aircraft for purposes of this interchange to the interchange point or to a crew change point where a Delta crew is available.

- (4) Delta pilots who are prevented from flying a scheduled trip or segment thereof or ferry flight because of an irregular operation as contemplated in Paragraphs (2) or (3) of this Letter of Agreement, shall be compensated as though they had actually completed the scheduled trip or segment thereof or ferry flight flown by the pilot crew of Pan American World Airways, Inc., and such time will be credited against their monthly flight time limitations.

If an interchange airplane is ferried over Delta routes, covered by the certificate under which this interchange operates, by a Pan American crew as a result of the interchange operation, the Delta pilots who are prevented from flying the interchange airplane shall be paid as if they had flown such ferry flight.

A pilot shall not receive deadhead pay over any Company route or segment thereof when he has been assigned to flight pay as a result of overflying as stipulated in Paragraphs (2) and (3) except when he has been prevented by the Company from returning to his domicile because he has been designated to protect a later flight which subsequently is protected by another crew or which is canceled, at that time he is released to deadhead to his domicile.

- (5) Delta pilots who are required to deadhead over Pan American routes covered by the certificate under which this interchange operates, due to irregular operations in connection with the interchange, shall be compensated for such deadheading time at the applicable rates for deadheading stipulated in Section 11 of the Basic

Employment Agreement and the deadhead time so paid for shall be credited against such pilots' monthly flight time limitations.

- (6) All pilot check-outs and any required proficiency checks on interchange equipment will be accomplished by Delta personnel.
- (7) The pilots of Delta will, in the interest of implementing and continuing the interchange agreement, fly aircraft currently covered by the Pilots Employment Agreement signed May 2, 1972.
- (8) Pilots who are scheduled to fly any trip on the Company's interchange operation shall be governed in accordance with all of the provisions of the Pilots Employment Agreement effective May 2, 1972, or as it may be amended, which are not in conflict with any of the provisions of this Letter of Agreement.
- (9) It is expressly understood that nothing herein contained in this Letter of Agreement shall be considered as establishing a precedent with respect to the normal certificated operations of the Company, exclusive of equipment interchange operations, and shall not be used or referred to as such by either party hereto.
- (10) All provisions of the Pilots Employment Agreement signed May 2, 1972, not specifically changed or amended by this Letter of Agreement shall remain in full force and effect.
- (11) This Letter of Agreement shall become effective May 1, 1972, and with respect to interchange operations covered by this Letter of Agreement shall remain in full force and effect concurrently with the Pilots Employment Agreement, signed May 2, 1972, or as it may be amended, subject to the provisions of Section 38 of such Agreement, provided that when interchange operations of a kind and character other than those described herein occur, conferences shall, irrespective of the provisions of this Letter of Agreement, be held to negotiate rules and working conditions for such interchange.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this 2nd day of May, 1972.

FOR DELTA AIR LINES, INC.

/s/ David C. Garrett, Jr., President

FOR THE AIRLINE PILOTS IN THE  
SERVICE OF DELTA AIR LINES, INC.

/s/ J. J. O'Donnell, President

AIR LINE PILOTS ASSOCIATION,

INTERNATIONAL

WITNESS:

/s/ R. W. Allen

/s/ H. T. Fincher

/s/ C. A. Smith

/s/ W. J. Cardno

/s/ C. L. Kennedy

/s/ J. A. York

WITNESS:

/s/ M. H. P. Van Hemert

/s/ L. H. Gildermaster

/s/ John F. Ulm

/s/ H. A. Duffy

/s/ J. L. Hall

/s/ R. P. Kauppila

/s/ M. K. Putter

**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**

---

**RETIREMENT, DISABILITY AND SURVIVOR BENEFITS**

---

THIS LETTER OF AGREEMENT is made and entered into in accordance with the Railway Labor Act, as amended, by and between DELTA AIR LINES, INC., (hereinafter sometimes referred to as the "Company" and the Air Line Pilots in the Service of DELTA AIR LINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter sometimes referred to as the "Association").

**W I T N E S S E T H:**

WHEREAS, the Company and the Association wish to amend and restate the Delta Air Lines Employees' Retirement Income Plan (hereinafter sometimes referred to as the "Prior Plans") into a new Plan (hereinafter sometimes referred to as the "Plan").

NOW, THEREFORE, it is mutually agreed and understood by and between the parties to this LETTER OF AGREEMENT that the Plan shall include only the benefits and other provisions as hereafter described:

**SECTION I - PLAN COSTS AND GUARANTEES**

- (A) The Company shall pay the full cost of the Plan as defined herein. Two trusts will be established:

1. Retirement (Qualified under Section 401(a) of the Internal Revenue Code)
  2. Disability and Survivor (Qualified under Section 501(c)(9) of the Internal Revenue Code)
- (B) The Company's contributions to the Plan will be determined using an actuarial valuation interest assumption not to exceed 7% per annum and a seniority salary scale averaging 1-1/2% per annum.
- (C) The Company guarantees that the total contributions to the Plan will not be less than the currently required contribution rate to the Prior Plans.
- (D) To the extent that the actual accumulated investment experience differs from the actuarial valuation interest assumption each year, beginning in 1973, Delta's contribution in the following year will be adjusted by 20% of the accumulated differential; valuing the actual fund using a five year weighted average market value for this purpose.

## **SECTION II - RETIREMENT BENEFITS:**

- (A) A pilot's Final-Average Earnings for computing his benefits under this Section II is the average of the highest consecutive sixty (60) months W-2 earnings during the ten (10) years of service preceding his retirement date.
- (B) A pilot's Normal Retirement Date shall be the first day of the month coincident with or next following his sixtieth (60th) birthday.

This monthly benefit payable at Normal Retirement Date shall be sixty (60) percent of Final-Average Earnings for a pilot with twenty-five (25) or more years of Service. For a pilot with less than twenty-five (25) years of Service, this benefit would be multiplied by the ratio of his actual Service to twenty-five (25) years. For this purpose, Service includes all periods of continuous employment with the Company during which a pilot has retained or accrued Seniority.

- (C) A pilot may retire early at any time after his fiftieth (50th) birthday and commence to receive a monthly benefit.

This monthly benefit payable on early retirement shall be sixty (60) percent of Final-Average Earnings reduced by one-quarter of one percent (.25%) for each month by which the date of early retirement precedes Normal Retirement Date, for a pilot with twenty-five (25) or more years of Service at his early retirement date. In addition, for a pilot with less than twenty-five (25) years of Service, this benefit would be multiplied by the ratio of his actual Service to twenty-five (25) years.

For this purpose, Service includes all periods of continuous employment with the Company during which the pilot has retained or accrued Seniority.

- (D) Fifty (50) percent of Family Social Security Benefits (not including any Social Security earned by a spouse on her own account) shall be offset from the benefits described in Sections II(B) and II(C) above. This offset shall not commence until the date on which Social Security payments themselves commence; thereafter, increases in Social Security benefits will not be offset. If a pilot has less than twenty-five (25) years of Service, this offset shall be multiplied by the ratio of his actual Service to 25 years.
- (E) For pilots on the Delta Air Lines System Seniority List as of the effective date of this Agreement, a minimum benefit applies at Normal Retirement Date. This minimum benefit shall be applied as follows:
  - (1) The benefit which would have been paid at age 60 under the Prior Plans is computed based on the pilots actual earnings. For the variable portion of this benefit the variable unit value for any future year shall be computed as if the variable fund assets had achieved investment performance equal to one hundred and twenty (120) percent of the performance of the Standard & Poor's 500 Index.
  - (2) For a pilot who is unmarried at retirement, the greater of the benefits described in Section II(B) and this Section II(E)(1) shall be payable.
  - (3) For a pilot who is married at retirement, the benefit described in (1) above shall be reduced by a 50% Contingent Annuitant Option factor, based on the actual ages of the pilot and his spouse, and the larger of this reduced benefit and the benefit described in Section II(B) above shall be payable.
- (F) All benefits described in this Section II are payable monthly for the life of the Pilot.

### **SECTION III - DISABILITY BENEFITS**

- (A) A pilot who becomes disabled prior to his normal retirement date shall be provided a monthly disability benefit equal to fifty (50) percent of his W-2 earnings during the last twelve (12) months of active service. No offset will be applied against this benefit.
- (B) A pilot who becomes disabled as defined herein, shall be eligible to begin receiving disability benefits twelve (12) months after the expiration of his Company paid sick leave. These benefits shall be payable for life or until the pilot regains his FAA license to fly as an airline pilot and returns or refuses to return to active service with the Company as a pilot.
- (C) A pilot shall be considered disabled when he loses his FAA license to fly as an airline pilot, has been denied restoration of such license by the FAA and has appealed or is

in the process of appealing such denial to the FAA at its highest appeal level because of accidental bodily injury or any sickness or disease, including natural deterioration, which shall result in his being prevented from flying as an airline pilot, provided, however, that a pilot shall not be considered eligible for disability benefits hereunder if his disability is:

- (1) Directly or indirectly caused or contributed to by war or invasion while engaged in or taking part in military service or operations except:
    - (a) Military duties while actively employed by his airline employer and receiving his salary from the airline.
    - (b) Military duties while on leave of absence from his airline employer for a maximum of sixty (60) days in any twelve (12) months' period.
  - (2) Directly or indirectly caused or contributed to by intentional self injury.
  - (3) Directly caused or contributed to by crop dusting, spraying or seeding.
  - (4) Directly or indirectly caused or contributed to by habitual use of narcotics or alcoholic beverages.
- (D) After a pilot has become eligible for and is receiving disability benefits, the Company may require him to submit proof of continued disability periodically.
- (1) Such proof shall consist of taking an FAA physical examination given by a doctor of the pilot's choice who is authorized by the Federal Aviation Administration to give such examinations.
  - (2) In addition, the Company may require the pilot to process an appeal for restoration of his FAA license to fly as an airline pilot through the N.T.S.B.
  - (3) The company shall not require a pilot to submit proof of continued disability more than once a year during the period in which he retains and continues to accrue seniority under the provisions of Section 27(B) of the Basic Employment Agreement. Thereafter disability will be considered permanent and no further proof will be required.

#### **SECTION IV - SURVIVORS BENEFITS:**

- (A) In the event of death of a pilot at any time after his date of hire and before his active service as a pilot has terminated, a monthly benefit will be payable to his eligible survivors equal to the following percentages of his Final-Average Earnings (as defined in Section II(A)):

- (1) If death occurs prior to age 50
  - 35% while there are three (3) or more eligible survivors
  - 30% while there are two (2) eligible survivors
  - 25% while there is one eligible survivor.
- (2) If death occurs at or after age 50
  - 35% while there are two (2) or more eligible survivors
  - 30% while there is one (1) eligible survivor.

In the event that an eligible survivor is a spouse, benefits will be payable for her lifetime or until she remarries.

- (B) In the event of the death of a pilot who is receiving disability benefits from the Plan, or who is eligible to receive disability benefits except that twelve (12) months have not elapsed since his Company-paid sick leave expired, a benefit of fifty (50) percent of the deceased pilot's disability pension shall be payable to his eligible survivors. In the event that an eligible survivor is a spouse, benefits will be payable for her lifetime or until she remarries.
- (C) In the event of the death of a pilot after normal or early retirement, a benefit equal to 50% of the deceased pilot's benefit as described in Section II(B) and (C) shall be payable to his eligible survivors. In the event that there are two (2) or more eligible survivors, an additional one-twelfth (1/12th) of such deceased pilot's benefits shall be payable until the number of eligible survivors reduces to one or until the pilot would, if living, have attained age sixty-five (65), whichever first occurs.

In the event that an eligible survivor is a spouse, benefits will be payable for her lifetime.

- (D) No offsets will be applied against any survivor benefits.

## **SECTION V - GENERAL:**

- (A) Benefit Takedown

- (1) All monthly benefits payable to a pilot on normal, early, or disability retirement, or payable to the survivor(s) of a deceased pilot will be payable in the manner hereinafter described. One-half of the initial valuation reserve will be used to provide a fixed benefit and one-half will be used to provide a variable benefit.

The initial amount of the variable benefit shall be fifty percent (50%) of the amount of the total monthly benefit for which the pilot or his survivor(s) is eligible. Annually thereafter during the benefit payment period the variable benefit amount shall be increased or decreased by a percentage equivalent to the trust fund earnings or losses (computed by valuing the actual fund and using a five (5) year weighted average market value for this purpose) in excess of or below the interest assumption (maximum 7%) used for the purpose of funding the plan, however, the variable benefit shall not be reduced below the initial amount except as a result of changes in dependency status.

- (2) A pilot who becomes disabled at or after age fifty (50) but prior to age sixty (60) may elect to receive either (1) voluntary early retirement benefits as provided in Section II, above, or (2) disability benefits as provided in Section III, above, but he will not be eligible to receive benefits under both Sections.

(B) Deferred Vested Benefits

A pilot whose service terminates for reasons other than normal or early retirement, disability or death shall be entitled to a percentage of his accrued benefit based on his continuous service and Final-Average Earnings on his date of termination as follows:

<u>Years of Continuous Service Completed by Pilot</u>	<u>Percentage of Accrued Benefits Vested</u>
Less than 5	0%
6	50%
7	60%
8	70%
9	80%
10 or more	100%

The deferred vested benefit shall be payable at or after age fifty (50), subject to:

- (1) Applicable reduction for less than twenty-five (25) years of continuous service to the date of termination, and
- (2) Applicable reduction due to early retirement if the terminated employee elects to have benefit payments commence at or after age fifty (50) but prior to age sixty (60).

(C) Cash Vesting Benefits

- (1) Pilots on the Delta Air Lines System Seniority List as of the effective date of this Agreement shall be cash vested in certain portions of the Plan costs as follows:

- (a) For periods of service as eligible participants under the provisions of the Basic Plan and Variable Plan prior to January 1, 1970, pilots will retain the cash vesting rights accrued through December 31, 1969, as provided in Section II, CASH VESTING RIGHTS, of the Letter of Agreement, by and between the parties hereto, signed on the 7th day of September, 1967, covering certain changes in and additions to the basic fixed benefit Delta Air Lines Employees' Retirement Income Plan and in the Delta Air Lines Employees' Variable Annuity Retirement Income Plan.
  - (b) Beginning January 1, 1970, and for periods of service as eligible participants under the provisions of the Plan or the Prior Plans thereafter, pilots will have cash vesting rights in the Plan costs in an amount which is equal to ten percent (10%) of their total annual earnings.
- (2) The cash vesting amount defined in Paragraph C(1) above, including his former individual contributions made through payroll deductions, if any, shall only be available to a pilot whose service terminates in circumstances where retirement, disability or survivorship benefits are not payable from the Plan at the time of such termination. Upon such termination, a pilot may elect to receive either his deferred vested pension as described in Paragraph (B) of this Section or an immediate lump sum payment of his cash vested amount.
- (D) The eligible dependents and survivors of a pilot are defined as follows:
- (1) His spouse who, at the time of his disability, retirement or death:
    - (a) Is his legally married spouse.
    - (b) Is not legally separated or divorced from him.
    - (c) Has been married to him for at least one (1) year, except that if benefits become payable within one (1) year following the marriage, benefits will be paid if it is established that the pilot was in good health at the time of such marriage.
    - (d) Is dependent upon him for more than fifty percent (50%) of her support.
  - (2) His natural or legally adopted child who, at the time of his disability, retirement or death:
    - (a) Is under the age of nineteen (19) years (or under the age of twenty-three (23) years if the child is enrolled as a full-time student in an educational institution), except that the eligibility of a child who is mentally or physically incapacitated shall continue beyond such age nineteen (19) or age twenty-three (23) so long as the child remains incapacitated,

dependent, unmarried and is not engaged in normal, full-time employment.

- (b) Receives more than fifty percent (50%) of his support from the pilot.
  - (c) Is unremarried and has never been married.
  - (d) Is not engaged in full-time permanent employment.
- (3) Miscellaneous eligibility requirements for dependents shall include the following:
- (a) In the event that a pilot marries while on mutual aid or disability benefit status, or after his normal or early retirement date, his spouse will not be considered to be an eligible dependent or survivor until or unless the pilot returns to the active service of the Company as a pilot.
  - (b) Children conceived or adopted while a pilot is on mutual aid or disability benefit status, or after his normal or early retirement date, will not be considered to be dependents or survivors until or unless the pilot returns to the active service of the Company as a pilot.
  - (c) Benefit payments to a pilot's surviving children shall be continued while they are eligible even though benefit payments for his surviving spouse are discontinued due to her remarriage.

(E)

- (1) A pilot who has completed his probationary period and is in active service with the Company as a pilot, shall be eligible to make voluntary contributions to the Pilot Optional Plan. Such contributions shall be made by payroll deduction beginning on any January 1, April 1, July 1, or October 1 providing the pilot has returned to the Company the necessary authorization forms at least 15 days prior to the date contributions are to commence.
- (2) Pilots may contribute from 1% to 10% of their gross earnings in increments of 1%. Changes in the amounts of contributions may be made on any of the dates set forth in Paragraph (E)(1) above provided that the necessary authorization forms are received by the Company at least 15 days prior to the date the change is to be made and provided further that only one change may be made in a twelve month period.
- (3) Contributions may be suspended for a period of three months or more subject to the same provisions set forth in Paragraph (E)(2) above.
- (4)

- (a) Distribution from a pilot's account will be made at normal, disability, or early retirement. The following options shall be available upon distribution:
  - (i) Variable annuity,
  - (ii) A lump sum cash payment which, at the pilot's option, will be made no later than the January first coincident with or next following the date of disability or retirement,
  - (iii) Monthly installments for a fixed period of years, or
  - (iv) Monthly installments predicated on the life expectancy of the pilot and his spouse.

In addition, the following provisions shall apply when appropriate:

- (b) At death prior to retirement in a lump sum payment to his beneficiary.
  - (c) At death after retirement, in a lump sum payment to his beneficiary unless option (4)(a)(iii) or (iv) had been selected, in which case the provisions of such option shall apply.
  - (d) At termination of employment for reasons other than retirement, disability or death in a lump sum to the pilot.
  - (e) In the event of furlough, a participant may elect to withdraw the entire amount then standing to his credit in his optional contribution account provided that he gives the Company written notice of such election to withdraw.
- (5) Contributions to this plan shall be invested in the diversified common stock portfolio of the Savings Plan established for the other employees of the Company.
  - (6) An account shall be established for each pilot and the investment earnings of the fund shall be allocated to each pilot's account in the proportion that each account invested in the fund bears to the total value of the fund. Such allocations will be made quarterly and reported quarterly to each participating pilot.
  - (7) As of July 1, 1972, Section VI(J) "Optional Variable Plan Contributions" of the Letter of Agreement dated February 25, 1970, shall be terminated. Any pilot having contributions in the plan as set forth in this Section shall have the option of:

- (a) Transferring the value of his account to this Pilot Optional Plan, or
- (b) Receiving a lump sum payment of his account.

## **SECTION VII - EFFECTIVE DATE AND DURATION**

- (A) This Letter of Agreement shall become effective as of February 1, 1972, except as otherwise provided herein and provided that the amended and restated Plan contained herein is approved by the United States Treasury Department, and shall remain in full force and effect concurrently with the Basic Employment 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. The Company will make every reasonable effort to obtain the approval of the United States Treasury Department at the earliest date possible.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 2nd day of May, 1972.

**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**

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**INSURANCE BENEFITS**

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the Railway Labor Act, as amended, by and between DELTA AIR LINES, INC. (hereinafter referred to as the "Company" and the AIR LINE PILOTS in the Service of DELTA AIR LINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter sometimes referred to as the "Association").

**W I T N E S S E T H:**

WHEREAS, the Company and the Association wish to supplement their currently effective Basic Employment Agreement with respect to certain specific items of insurance coverage,

NOW, THEREFORE, it is mutually agreed and understood by and between the parties to this LETTER OF AGREEMENT that:

**SECTION 1 - PRERETIREMENT INSURANCE COVERAGE**

- (A) Effective May 1, 1972, each pilot, while in the active service of the Company as a pilot, while on paid sick leave, mutual aid, disability benefit status, or while he is being held out of service under the provisions of Section 32 of the Basic Employment Agreement and during the first thirty (30) days of furlough, disciplinary suspension or leave of absence status without pay, shall, prior to attaining age sixty (60), without

regard to length of service, be provided with the following group insurance coverages at Company expense. (In addition a pilot on disciplinary suspension or leave of absence status without pay, may at Company option continue such coverage at his expense.)

- (1) The basic amount of group life insurance coverage applicable to his earnings bracket and dependency status only under the group life insurance schedule for Delta employees in effect as of the date that this Letter of Agreement is signed.
  - (2) The comprehensive group medical coverage for Delta employees and their eligible dependents in effect as of the date that this Letter of Agreement is signed, except that:
    - (a) Effective May 1, 1972, the comprehensive group medical plan shall provide payment for eighty percent (80%) of the first twenty thousand dollars (\$20,000) of covered medical expenses and one hundred percent (100%) of the next thirty thousand dollars (\$30,000) of such expenses;
    - (b) Effective May 1, 1973, the comprehensive group medical plan shall provide payment for eighty percent (80%) of covered medical expenses and one hundred percent (100%) of the next fifty thousand \$50,000) of such expenses;
    - (c) The comprehensive group medical coverage amounts outlined in (a) above (\$50,000) and (b), above (\$60,000) shall be the maximum lifetime benefits for each covered family member with provision for a \$1,000 automatic annual reinstatement.
    - (d) Effective May 1, 1973, the accumulation period for the fifty dollars (\$50) comprehensive group medical plan deductible amount shall be increased from sixty (60) days to one hundred twenty (120) days.
  - (3) The group dental plan (which includes a separate \$50 deductible with a 60 day accumulation period) for Delta employees and their eligible dependents in effect as of the date that this Letter of Agreement is signed.
  - (4) The short term weekly disability benefit provided for pilots prior to the effective date of this Letter of Agreement.
- (B) The Company shall pay the cost of reasonable and necessary hospital and medical expenses incurred as a result of occupational injury or illness.
- (C) Effective May 1, 1972, the Company will provide an optional life insurance program under which its pilots, while in the active service of the Company as pilots and prior to attaining age sixty (60), may purchase, through payroll deductions, additional amounts of group life insurance coverage as follows:

- (1) Each pilot may purchase an additional amount of group life insurance equivalent to, but not less than nor more than, the basic amount of group life insurance coverage applicable to his earnings bracket and dependency status under the group life insurance schedule for Delta employees in effect as of the date that this Letter of Agreement is signed.
- (2) The cost of such optional additional group life insurance coverage shall be paid by each participating pilot at the rate of thirty cents (\$.30) per one thousand dollars (\$1,000) of coverage per month.
- (3) Pilots who have purchased optional additional life insurance while in the active service of the Company as pilots may continue such coverage while on mutual aid status and disability benefit status prior to attaining age sixty (60) by making appropriate arrangements with the Company to pay the premiums. If such coverage is discontinued during a mutual aid or disability benefit period, it may not be resumed during such period.
- (4) Requests for optional additional group life insurance coverage, and any subsequent requests for cancellation of such coverage, must be submitted by each participating pilot to the Company in writing in accordance with procedures established by the Company. The Company will automatically adjust the amounts of coverage, and the amounts of payroll deductions resulting therefrom, when such amounts change from time to time as a result of changes in the participant's earnings. It shall be the responsibility of each participating pilot to promptly advise the Company in writing of changes in his dependency status that affect the amount of optional additional group life insurance coverage for which he is eligible. Increases in such coverage resulting from changed dependency status shall not become effective until the aforesaid written notice is received by the Company. Decreases in the amount of participant's payroll deductions resulting from lessened dependency status shall not become effective until the aforesaid written notice is received by the Company and there shall be no refund of excess premium paid by participants as a result of their delay or failure to advise the Company in writing of lessened dependency status.
- (5) In the event of the death of a participant, his beneficiary(s) shall be paid the amount of optional life insurance for which the participant was eligible in accordance with his earnings bracket and dependency status at the time of his death, except that in no event shall such payment to such beneficiary(s) exceed the amount of coverage being purchased by the participant at the time of his death.

## **SECTION II - POST RETIREMENT INSURANCE COVERAGE**

- (A) The Company will provide, at Company expense, the following amounts of life insurance coverage from the date of retirement until death for pilots who retire under the provisions of the Company's retirement plans, provided that such pilots remain in the active service of the Company as pilots until their voluntary early, disability or normal retirement dates:
- (1) After age sixty (60), the life insurance coverage for pilots who retire on their normal retirement dates at age sixty (60) and for pilots who become disabled and enter upon disability status prior to age sixty (60), shall be reduced as follows:
    - (a) The amounts of basic group life insurance coverage in excess of ten thousand dollars (\$10,000) for which such pilots are eligible at age sixty (60) in accordance with their earnings brackets and dependency status only shall be reduced in equal decrements of twenty percent (20%) per year to a minimum of then ten thousand dollars (\$10,000) at and after age sixty-five (65).
    - (b) During the period between age sixty (60) and age sixty-five (65), the amounts of basic group life insurance coverage in excess of ten thousand dollars (\$10,000) for which such pilots are eligible shall continue to be subject to reduction due to lessened dependency status.
  - (2) Life insurance coverage for pilots who elect voluntary early retirement at or after age fifty (50) and before age sixty (60) shall be reduced as follows:
    - (a) Eligibility for optional additional life insurance, as provided in Section I, (C), above, shall cease as of the date of early retirement
    - (b) The amounts of basic group life insurance coverage in excess of five thousand dollars (\$5,000) for which such pilots are eligible as of the date of early retirement in accordance with their earnings brackets and dependency status shall be reduced in equal decrements of twenty percent (20%) per year to a minimum of five thousand dollars (\$5,000) after they have been retired for five (5) years.
    - (c) During the five (5) year period following such voluntary early retirement, the amounts of basic group life insurance coverage in excess of five thousand dollars (\$5,000) for which such pilots are eligible shall continue to be subject to reduction due to lessened dependency status.
- (B) The Company will provide an optional life insurance program under which retired pilots may, at their option and at their own expense, continue the following Company group life insurance coverages from age sixty (60) until they attain age sixty-five (65) but not thereafter:

- (1) Eligibility for such continued group life insurance coverage shall be limited to:
    - (a) Pilots who retire on their normal retirement dates at age sixty (60), provided that such pilots remain in the active service of the Company as pilots until they attain age sixty (60), and
    - (b) Pilots who become disabled and enter upon disability benefit status before age sixty (60), provided that such pilots remain in the active service of the Company as pilots until the dates of their involuntary disability retirement.
  - (2) Eligible retired pilots may purchase continued group life insurance coverage in amounts not to exceed the coverage in effect at the time of retirement, less ten thousand dollars (\$10,000). Costs of such continued group life insurance coverage must be paid by the retired pilot directly to the Company in accordance with procedures established by the Company. For the duration of this Letter of Agreement, such costs will be one dollar and seventy-three cents (\$1.73) per month for each one thousand dollars (\$1,000) of coverage plus a ten percent (10%) service charge.
- (C) The Company will provide, at Company expense, the following continued comprehensive medical and dental expense coverages under its group insurance plan for pilots who retire on their normal retirement dates at age sixty (60) and for pilots who become disabled and enter upon disability benefit status prior to age sixty (60), including the eligible dependents of such pilots as defined in the plan, provided that such pilots remain in the active service of the Company until the dates of their normal retirement or involuntary disability retirement:
- (1) Continued comprehensive medical and dental expense coverage from the date of normal retirement or involuntary disability retirement to age sixty-five (65).
  - (2) After age sixty-five (65), a program of comprehensive medical and dental expense benefits, to be coordinated with Federal "Medicare" benefits, that will cover additional comprehensive medical and dental expenses not covered by "Medicare" up to the limitations of the benefits provided in the Company's group comprehensive medical and dental expense plan. Pilots who are eligible for the benefits provided in this paragraph shall pay their own "Medicare" premiums.
  - (3) The continued postretirement comprehensive medical and dental expense coverage provided in Subparagraphs (1) and (2) above, shall include, for each covered family member, the maximum lifetime benefits and automatic annual reinstatement provisions outlined in Section I, (A), (2), (a), (b) and (c) of this Letter of Agreement.
- (D) Pilots who elect voluntary early retirement at or after age fifty (50) and before age sixty (60) may purchase for themselves and their eligible dependents continued

comprehensive medical and dental expense coverages under the Company's group insurance plan until they attain age sixty (60) at the average rate that the Company is now, or in the future may be, required to pay for such coverages for all employees. Costs of such continued comprehensive medical and dental expense coverages must be paid by the retired pilot directly to the Company in accordance with procedures established by the Company. After age sixty (60) such coverages will continue at Company expense as provided in Paragraphs (C), (1), (2) and (3) above.

### **SECTION III - SURVIVORS INSURANCE COVERAGE:**

- (A) The Company shall provide, at Company expense, continued comprehensive group medical and dental plan coverage for the eligible survivors of deceased pilots, provided that:
  - (1) The deceased pilot had remained in the active service of the Company as a pilot until the earliest of the following dates:
    - (a) The date that he became disabled, or
    - (b) The date that he retired, or
    - (c) The date of his death.
  - (2) The survivor(s) must be eligible for monthly survivor income benefits under the provisions of the Company's survivor benefit program for pilots.
- (B) Comprehensive group medical and dental plan coverage for the eligible survivors of deceased pilots shall cease when such survivors become ineligible for monthly survivor income benefits under the provisions of the Company's survivor benefit program for pilots.

### **SECTION IV - GENERAL:**

- (A) Eligibility for the insurance coverages included in this Letter of Agreement shall begin on the date that a pilot is employed or reemployed as a pilot or on the date that he is transferred to pilot status.
- (B) The Company will provide each pilot with suitable evidence of coverage under its comprehensive group medical and dental insurance plan.
- (C) The long term disability benefits and the survivors benefits provided for pilots under the Company's group insurance program prior to the effective date of this Letter of Agreement shall cease as of the effective date of this Letter of Agreement.
- (D) The terms "disabled," "disability benefit status," "covered family member," "eligible dependents," "eligible survivors," "dependency status," "retired" and "involuntary

disability retirement” as used in this Letter of Agreement shall be construed to have the meanings defined, described and otherwise intended in the Letter of Agreement by and between the parties hereto covering the Company’s retirement, disability and survivor benefit program for pilots, except that for group medical and dental plan coverage only, the eligibility of children shall be determined under the guidelines applicable to all Delta employees.

## **SECTION V - DURATION:**

Except as otherwise provided herein, this Letter of Agreement shall become effective as of May 1, 1972, and shall remain in full force and effect concurrently with the Basic Employment Agreement by and between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 2nd day of May, 1972.

FOR DELTA AIR LINES, INC.

/s/ David C. Garrett, Jr., President

FOR THE AIRLINE PILOTS IN THE  
SERVICE OF DELTA AIR LINES, INC.

/s/ J. J. O’Donnell, President

AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL

WITNESS:

/s/ R. W. Allen

/s/ H. T. Fincher

/s/ C. A. Smith

/s/ W. J. Cardno

/s/ C. L. Kennedy

/s/ J. A. York

WITNESS:

/s/ M. H. P. Van Hemert

/s/ L. H. Gildermaster

/s/ John F. Ulm

/s/ H. A. Duffy

/s/ J. L. Hall

/s/ R. P. Kauppila

/s/ M. K. Putter

] /s/ W. E. Williams  
/s/ L. E. Daub

**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**

---

**RETIREMENT AND INSURANCE COMMITTEE**

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WHEREAS, the Company and the Association wish to establish a means of exchanging views and information relating to the Retirement, Survivorship & Disability Plan and the Group Insurance Coverage.

NOW THEREFORE, it is mutually agreed and understood between the parties to this LETTER OF AGREEMENT that:

**SECTION 1.**

A Retirement and Insurance Committee consisting of two (2) regular members plus one (1) alternate member will be established by the Association, the membership of the Committee being drawn from members of the Association. The purpose of the Committee is as follows:

- (a) To collect and evaluate the following data which will be furnished to the Committee by the Company:
  - (1) Annual actuarial reports on the Retirement, Survivorship & Disability Plan.
  - (2) Quarterly reports of contributions made to the Plan.

- (3) Annual reports relative to each advisor involved in the investment of assets of the Pilots Plan.
  - (4) An annual Trustees report including a summary of income and disbursements and a balance sheet of the assets.
  - (5) Federal Pension & Welfare Disclosure Act Report D-2.
- (b) To meet with and advise the Company of problems in regard to administration of the Group Insurance Plan and to work with the Company toward resolving such problems within the framework of the Letters of Agreement between the Company and the Association.

THIS LETTER OF AGREEMENT shall become effective on May 1, 1972, and shall remain in full force and effect concurrently with the Basic Employment Agreement effective May 1, 1972.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 2nd day of May, 1972.

FOR DELTA AIR LINES, INC.

/s/ David C. Garrett, Jr., President

FOR THE AIRLINE PILOTS IN THE  
SERVICE OF DELTA AIR LINES, INC.

/s/ J. J. O'Donnell, President  
AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL

WITNESS:

/s/ R. W. Allen

/s/ H. T. Fincher

/s/ C. A. Smith

/s/ W. J. Cardno

/s/ C. L. Kennedy

/s/ J. A. York

WITNESS:

/s/ M. H. P. Van Hemert

/s/ L. H. Gildermaster

/s/ John F. Ulm

/s/ H. A. Duffy

/s/ J. L. Hall

/s/ R. P. Kauppila

/s/ M. K. Putter

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

---

PAY BOARD (RETIREMENT AND INSURANCE)

---

THIS AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between DELTA AIR LINES, INC., (hereinafter referred to as the "Company"), and the AIR LINE PILOTS in the service of DELTA AIR LINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL.

W I T N E S S E T H:

WHEREAS, the Company and the Association have agreed to certain increases in INSURANCE, DISABILITY, retirement and survivors benefits as outlined in two (2) Letters of Agreement in and between the parties hereto and signed by such parties on the 2nd day of May, 1972, and

WHEREAS, the said changes and increases in such benefits are subject to the Economic Stabilization Act of 1970, as amended, and rules and regulations issued pursuant thereto, and

WHEREAS, the parties desire to provide a method whereby any required adjustment of such benefits under said two (2) Letters of Agreement may be applied;

NOW THEREFORE, it is mutually agreed and understood by and between the parties that all changes and increases in such benefits under such two (2) Letters of Agreement are subject to the Economic Stabilization Act of 1970, as amended, and rules and regulations issued pursuant thereto. Changes and increases in such benefits shall be reported to the Pay Board in accordance with the requirements of applicable regulations. If the changes and increases in benefits are required to be reduced following said report, the Company shall advise the Association and the parties shall meet promptly (within 30 days) to consider appeals. If any such requirement for a reduction or reductions remains valid after any appeal, the parties may reopen only the appropriate Sections for the sole purpose of deciding how the adjustment shall be applied.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 2nd day of May, 1972.

FOR DELTA AIR LINES, INC.

/s/ David C. Garrett, Jr., President

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

/s/ J. J. O'Donnell  
President, Air Line Pilots Association, International

WITNESS:

R. W. Allen  
H. T. Fincher  
C. A. Smith  
W. J. Cardno  
C. L. Kennedy  
J. A. York

WITNESS:

M. H. P. Van Hemert  
L. H. Gildermaster  
John Ulm  
H. A. Duffy  
J. L. Hall  
R. P. Kauppila  
M. K. Putter  
W. E. Williams  
L. E. Daub

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

---

**DUES CHECK OFF**

---

THIS LETTER OF AGREEMENT is made and entered into in accordance with the Railway Labor Act, as amended, by and between DELTA AIR LINES, INC., (hereinafter referred to as the "Company") and the Air Line Pilots in the Service of DELTA AIR LINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the "Association").

**W I T N E S S E T H:**

WHEREAS, the Company and the Association wish to supplement their currently effective Basic Employment Agreement with respect to check-off of Association dues,

NOW, THEREFORE, it is mutually agreed and understood by and between the parties to this LETTER OF AGREEMENT that:

During the life of this Letter of Agreement, the Company agrees to deduct from the pay of each employee covered by this Letter of Agreement and remit to the Association, membership dues 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 shall be delivered to the base Manager - Flying of the Company. Deductions authorized by check-off forms shall begin on the first day of the month following receipt of such check-off forms.

CHECK-OFF FORM

ASSIGNMENT AND AUTHORIZATION FOR  
CHECK-OFF OF ASSOCIATION DUES

TO: Delta Air Lines, Inc.

I, \_\_\_\_\_, hereby authorize and direct Delta Air Lines, Inc., to deduct from my pay such monthly dues as are now or may hereafter be established in accordance with the Constitution and By-Laws of the Association, for remittance to the Air Line Pilots Association, International. I agree that this authorization shall 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 shall 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 (10) days immediately preceding any such anniversary.

Amount to be deducted each month \_\_\_\_\_

Signature of Employee \_\_\_\_\_

Address of Employee \_\_\_\_\_

Payroll Number \_\_\_\_\_ Location \_\_\_\_\_

Date \_\_\_\_\_

This Letter of Agreement shall become effective as of May 1, 1972, and shall remain in full force and effect concurrently with the Basic Employment 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.

IN WITNESS WHEREOF the parties hereto have signed this Letter of Agreement this 25th day of May, 1972.

FOR DELTA AIR LINES, INC.

/s/ David C. Garrett, Jr., President

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

/s/ J. J. O'Donnell  
President, Air Line Pilots Association, International

WITNESS:  
R. W. Allen

H. T. Fincher  
C. A. Smith  
W. J. Cardno  
C. L. Kennedy  
J. A. York

WITNESS:  
M. H. P. Van Hemert  
L. H. Gildermaster  
John Ulm  
H. A. Duffy  
J. L. Hall  
R. P. Kauppila  
M. K. Putter

**LETTER OF AGREEMENT**

**Between**

**DELTA AIR LINES, INC.**

**and**

**THE AIR LINE PILOTS**

**in the Service of**

**DELTA AIR LINES, INC.**

**as Represented by**

**THE AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL**

---

**DC-10**

---

THIS LETTER OF AGREEMENT is made and entered into in accordance with the Railway Labor Act, as amended, by and between DELTA AIR LINES, INC., (hereinafter referred to as the "Company") and the Air Line Pilots in the Service of DELTA AIR LINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the "Association").

**W I T N E S S E T H:**

WHEREAS, it is anticipated that the Company will place DC-10 aircraft into scheduled service in the near future, the Company and the Air Line Pilots Association, International, desire to enter into a Letter of Agreement concerning such aircraft:

NOW, THEREFORE, it is mutually agreed and understood by and between the parties to this Letter of Agreement, that:

Irrespective of the provisions of the Basic Agreement, positions that are required for the initial forty (40) aircraft will be made available and specified as such for selection system-wide and will be filled in the following manner:

- (1) Prior to August 1, 1972, the Company will request Letters of Intent [as provided under Section 24(L)(4)] from those pilots who desire to be trained on DC-10 aircraft. Such Letters of Intent will be required to be submitted no later than August 15, 1972.

Those pilots who fail to submit a Letter of Intent may be considered to have declined training on the DC-10 for a period of twelve (12) months from the date that initial service is begun, unless additional crew positions are required to be filled that exceed the original forty (40) crews.

- (2)
  - (a) Letters of Intent will be honored in order of system seniority.
  - (b) Pilots to be considered for pilot-in-command training on the DC-10 will be required to have previously been qualified as pilot-in-command on B-747, DC-8, or CV-880 equipment.
- (3) Pilots who are eligible for training on the DC-10 under (2) above will be given an opportunity to qualify to the extent that positions in the status selected are required.
- (4) A pilot who has been qualified on DC-10 aircraft under this Letter of Agreement will be required to bid a DC-10 position according to the requirements of Section 24(L)(4)(a). Such bids will be awarded by seniority and by status for which such pilot was trained. Any position that is required to be filled which is not bid will be filled by the assignment, in reverse order of seniority and by status, of the most junior pilot who has been qualified for the status. Base positions awarded or assigned under this Letter will be considered to be included in the number of base positions required in the manning formula per Section 22(A)(2) and any pilot displaced as a result of this Paragraph will be afforded the rights as provided under Section 22(C) of the Agreement.
- (5) If DC-10 flying time is transferred to another pilot base after the bids are awarded as provided in Paragraph (4) above and prior to December 15, 1973, pilots who are currently qualified on DC-10 aircraft will be permitted, in order of system seniority and by status, to elect to move to such base. If an insufficient number of pilots elect to move to permit the filling of the required number of lines of time, pilots as needed will be assigned, in reverse order of system seniority and by status, to the base to fill such lines. Pilots who move under the provisions of this Paragraph will be considered to have moved at Company request and moving expenses will be paid as provided under Section 14 of the Agreement, providing the pilot does in fact transfer his residence to the appropriate city. Further, those pilots who are assigned under this Paragraph and are serving an obligation under Section 24(L)(1) may be required to bid B747 lines of time in their status for a period of three (3) months after the effective date of their assignment or until their obligation under Section 24(L)(1) is completed, whichever occurs first, and the privileges of Section 24(L)(2) shall be denied such pilots who wish to bid to a higher status during this period.
- (6) Subsequent to August 15, 1972 and prior to their qualification on the DC-10, the pilots who are selected for DC-10 training under the provisions of this Letter of Agreement may be required to select only lines of time within their present status and on equipment on which they are currently qualified.

- (7) If, in the opinion of the Company, unusual circumstances exist, a pilot may be released from the obligations of this Letter of Agreement.
- (8) All provisions of the current Basic Agreement not specifically changed or amended by this Letter of Agreement shall remain in full force and effect.
- (9) The provisions of this Letter of Agreement that are an exception to the current Basic Agreement shall become null and void upon the expiration of the twelve (12) month period from the date initial DC-10 service is begun or December 15, 1973, whichever occurs later.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 2nd day of May, 1972.

FOR DELTA AIR LINES, INC.

/s/ David C. Garrett, Jr., President

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

/s/ J. J. O'Donnell  
President, Air Line Pilots Association, International

WITNESS:

R. W. Allen  
H. T. Fincher  
C. A. Smith  
W. J. Cardno  
C. L. Kennedy  
J. A. York

WITNESS:

M. H. P. Van Hemert  
L. H. Gildermaster  
John Ulm  
H. A. Duffy  
J. L. Hall  
R. P. Kauppila  
M. K. Putter

**SUPPLEMENTAL 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**

---

**RETROACTIVE**

---

THIS SUPPLEMENTAL AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between DELTA AIR LINES, INC., (hereinafter referred to as the "Company") and the AIRLINE PILOTS in the service of DELTA AIR LINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the "Association").

W I T N E S S E T H:

WHEREAS, the Company and the pilots desire to supplement their Basic Employment Agreement signed May 2, 1972, with respect to retroactive pay for the period from February 1, 1972, through April 30, 1972.

NOW, THEREFORE, it is mutually agreed and understood by and between the parties to this Supplemental Agreement that:

- (A) In addition to the amounts that they have been paid or will be paid by the Company under the provisions of the Basic Employment Agreement, by and between the parties hereto, signed May 2, 1972, pilots in the active service of the Company during the period from February 1, 1972, through April 30, 1972, shall be paid an amount equal to five and one-half percent (5 1/2%) of their flight pay for the stated period.

(B) The payments stipulated in this Supplemental Agreement shall constitute full settlement of all retroactive pay due as a result of changing from the provisions of the Basic Employment Agreement effective March 2, 1970, to the provisions of the Basic Employment Agreement signed May 2, 1972.

IN WITNESS WHEREOF, the parties hereto have signed this Supplemental Agreement this 2nd day of May, 1972.

FOR DELTA AIR LINES, INC.

/s/ David C. Garrett, Jr., President

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

/s/ J. J. O'Donnell  
President, Air Line Pilots Association, International

WITNESS:

R. W. Allen  
H. T. Fincher  
C. A. Smith  
W. J. Cardno  
C. L. Kennedy  
J. A. York

WITNESS:

M. H. P. Van Hemert  
L. H. Gildermaster  
John Ulm  
H. A. Duffy  
J. L. Hall  
R. P. Kauppila  
M. K. Putter

## NUMERICAL REFERENCES

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