

AGREEMENT

between

GOJET AIRLINES, LLC

and the

PILOTS

in the service of

GOJET AIRLINES, LLC

as represented by the

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, AIRLINE DIVISION

TABLE OF CONTENTS

	Page
SECTION 1 RECOGNITION AND SCOPE.....	1
SECTION 2 DEFINITIONS.....	4
SECTION 3 MANAGEMENT RIGHTS.....	7
SECTION 4.....	8
SECTION 5 COMPENSATION.....	9
SECTION 6 TRAVEL EXPENSES.....	14
SECTION 7 HOURS OF SERVICE.....	17
SECTION 8 SCHEDULING.....	21
SECTION 9 RESERVES.....	33
SECTION 10 NEW AIRCRAFT TYPE.....	36
SECTION 11 SENIORITY.....	37
SECTION 12 PROBATION.....	39
SECTION 13 VACATION.....	40
SECTION 14 SICK LEAVE.....	43
SECTION 15 LEAVES OF ABSENCE.....	44
SECTION 16 FILLING OF VACANCIES.....	47
SECTION 17 FURLOUGH AND RECALL.....	51
SECTION 18 TIME OFF WITHOUT PAY.....	52
SECTION 19 TRANSFER TO MANAGEMENT OR NON-FLYING DUTY....	53
SECTION 20 TRAINING.....	54
SECTION 21.....	59
SECTION 22 MEDICAL STANDARDS.....	60
SECTION 23 DISCIPLINE AND DISCHARGE.....	63
SECTION 24 GRIEVANCES.....	65
SECTION 25 SYSTEM BOARD OF ADJUSTMENT.....	66
SECTION 26 GENERAL.....	71
SECTION 27 INSURANCE AND OTHER BENEFITS.....	76
SECTION 28 UNION REPRESENTATION.....	78
SECTION 29 UNION SECURITY.....	80
SECTION 30 NO STRIKE/NO LOCKOUT.....	82

TABLE OF CONTENTS
(continued)

	Page
SECTION 31 AGREEMENT.....	83
SECTION 32 EFFECTIVE DATE AND DURATION.....	84
GROWTH OPPORTUNITIES.....	86
TRANSFER OF AIRCRAFT.....	88
JET AIRCRAFT WITH FEWER THAN 55 PASSENGER SEATS.....	90
REVISED LINE GUARANTEE.....	92

SECTION 1

RECOGNITION AND SCOPE

.A Recognition

In accordance with Certification Number R-7070 issued by the National Mediation Board (“NMB”) on February 24, 2006, GoJet Airlines, LLC (“GoJet” or the “Company”) hereby recognizes the International Brotherhood of Teamsters (“Union”) as the collective bargaining representative of the Pilots in the employ of the Company with the authority and obligation to represent them for the purposes of the Railway Labor Act, as amended.

The Collective Bargaining Agreement and any formal letters of agreement between the Company and the Union shall be collectively referred to as the “Agreement.”

.B Scope

Except as otherwise provided in this Section, this Agreement covers all revenue flying and all ferry flights (not including ferry flights of newly-acquired aircraft prior to being placed in revenue service) and operational check flights (except operational check flights assigned to management Pilots) performed by the Company. Except as otherwise provided in this Agreement, all flying covered by this Agreement shall be performed by Pilots whose names appear on the GoJet Pilots’ System Seniority List.

.C Subcontracting

.1 The Company shall not subcontract revenue flying or engage in any transaction (e.g. wet leases) with another Carrier calling for the performance by such Carrier’s Pilots of flying covered by this Agreement unless the subcontracting complies with the following:

.a The subcontracting is required due solely to unanticipated circumstances over which the Company does not have control: an act of nature; grounding or repossession of more than 25 percent (25%) of the Company’s aircraft by a governmental agency or a court order; loss or destruction of more than 25 percent (25%) of the Company’s aircraft; involuntary reduction in flying operations due to either a decrease in available fuel supply or other critical materials for the Company’s operation; revocation of the Company’s operating certificate(s); war emergency; or a substantial delay in the delivery of aircraft scheduled for delivery. Such subcontracting shall not exceed the duration of the

circumstances beyond the Company's control or ninety (90) days, whichever period is shorter; or

- .b Subcontracting is necessary to comply with the Company's commitments to its customers and/or to expand its markets and the Company does not have sufficient aircraft or Pilots available to perform the flying contracted out.
- .2 Unless extended by agreement in writing, the duration of the subcontract shall be confined to ninety (90) days. Subcontract transactions authorized by this Section shall not be pyramided or overlap.
- .3 No Pilot on the GoJet System Seniority List during the period of any subcontracting shall be reduced in status as a result of the subcontracting arrangement.

.D Successorship

The provisions of this Agreement shall be binding upon any successor or merged Company or companies unless or until changed in accordance with the provisions of the Railway Labor Act, as amended. The Company will notify the Union of an acquisition or merger no less than three (3) days prior to the date of the acquisition or merger, consistent with applicable securities laws.

.E Merger Protective Provisions

- .1 In the event of the merger or consolidation of the Company with another air carrier, which affects the seniority rights of Pilots covered by this agreement, provisions will be made for integration of seniority lists in a fair and equitable manner as provided in Sections 3, and 13 of the Labor Protective Provisions specified by the Civil Aeronautics Board in the Allegheny-Mohawk merger ("Allegheny—Mohawk LPPs).
- .2 Upon the announcement of a Successorship or any other transaction which will or may result in the acquisition of another air carrier by the Company or the consolidation of the Company with another air carrier, the parties will meet promptly to negotiate an appropriate fence agreement and/or to implement a seniority integration process as described in paragraph E.1. above.

.F Representation

In the event of a merger of the Company with another air carrier which results in creating a single air carrier within the meaning of the Railway Labor Act, as amended, representation shall be determined in accordance with the Railway Labor Act.

.G Foreign Bases

In the event the Company opens a Pilot base outside the United States or its territories, Pilots assigned to such base will be covered by this Agreement and shall have all rights of the Railway Labor Act while so assigned, to the extent permitted by applicable law.

Disputes arising under this Agreement concerning Pilots assigned to a foreign base shall be subject to the provisions of Section 23 (Discipline and Discharge), Section 24 (Grievances) and 25 (System Board of Adjustment) of this Agreement. Any final decision of the System Board of Adjustment in such cases shall be enforceable in any court of competent jurisdiction in the United States to the same extent and in the same manner as other cases arising pursuant to Section 25 (System Board of Adjustment) of this Agreement or this Section, to the extent permitted by applicable law.

.H Expedited Board of Adjustment Procedures

The Company agrees to arbitrate any grievance filed by the Union alleging a violation of this Section of this Agreement on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator mutually acceptable to both parties selected as provided for in Section 25, System Board. The dispute shall be heard no later than thirty (30) days following the submission to the System Board (subject to the availability of the arbitrator), and the parties shall jointly request that a decision be rendered no later than thirty (30) days after the close of the hearing, unless the parties agree otherwise in writing. The parties may agree to a one member System Board for purposes of a hearing under this paragraph.

SECTION 2

DEFINITIONS

“ACTIVE STATUS” means a period of time when a Pilot is on pay status and during any leave of absence while the Pilot continues to accrue longevity.

“AGREEMENT” means this Collective Bargaining Agreement between the Company and the Union, including all Letters of Agreement.

“BASE” means the airport designated by the Company from which a Pilot’s duty assignments begin and end unless otherwise stated in this Agreement.

“BID ELIGIBILITY LIST” means a list constructed by the Company containing the names of Pilots who are eligible to bid for a regular, partial or reserve line of time as provided in Section 8.

“BID PERIOD” means month.

“BLOCK TIME” or “BLOCK TO BLOCK” means the period of time beginning when an aircraft first moves from the ramp blocks at a station for the purpose of flight and ending when the aircraft next comes to a stop at the ramp blocks at next station, or other point of termination.

“CALENDAR DAY OFF” or “DAY OFF” means a twenty-four (24) hour period starting at 0001 local time and ending at 2400 local time free from all duty required by the Company.

“CAPTAIN” means a Pilot who is in command of the aircraft and its crew while on duty and who is responsible for the aircraft and who is properly qualified to serve as Captain and who holds a currently effective Airman’s Certificate authorizing him to serve in such capacity.

“CAPTAIN QUALIFIED FIRST OFFICER” or “CQFO” means a First Officer who is qualified to fly as Captain.

“CONTINUOUS DUTY OVERNIGHT” or “CDO” means a duty period that is scheduled to begin before 2359 local time on one calendar day and scheduled to end after 0000 on the next calendar day without a legal rest break and has a scheduled stopover with a hotel room provided.

“COMPANY” means GoJet Airlines, LLC.

“DAY” means a calendar day starting at 0001 local time and ending at 2400 local time.

“DEADHEAD” means travel time spent by a Pilot, not local in nature, to or from a duty assignment.

“DISPLACEMENT” means when a Pilot is unable to maintain his status as a result of his relative seniority.

DOMICILE means base.

“DUTY TIME” or “DUTY PERIOD” means all the time which passes from the time a Pilot is required to report, or actually does report, whichever occurs later, for duty in a day, until a Pilot is released from duty for that day. It shall also include time spent deadheading and training. On call periods for reserve pilots shall be considered duty time for the purpose of FAR and contractual rest periods.

“EQUIPMENT” or “EQUIPMENT TYPE” means the designation of an aircraft manufacturer and model as such is used by the Company for Vacancy or Displacement bidding purposes.

“FIRST OFFICER” means a pilot who is second-in-command of an aircraft and who is properly qualified to serve as First Officer and who holds a currently effective Airman’s Certificate authorizing him to serve in such capacity.

“FLIGHT PAY CREDIT” means all time credited for pay purposes as provided for in this Agreement.

“JUNIOR ASSIGNMENT” means the involuntary assignment of a Pilot to duty on a scheduled day off.

“LONGEVITY” means a length of time beginning on a pilot’s seniority date and accrued for active service.

“MONTH” means the period from the first day of, to and including the last day of, each calendar month of the year, except that for Pilot scheduling and pay purposes, January, February, and March will each be considered a thirty (30) day month through the addition of January 31st and March 1st to the month of February. During Leap Year, February will be a thirty-one (31) day month.

“OPEN TIME” means flying not awarded or assigned to a specific Pilot.

“PARTIAL LINE” means a line that includes trips awarded by PBS as well as the addition of reserve days in accordance with Section 8.E. A Partial line holder has the same rights as a regular line holder.

“PILOT” means an employee on the GoJet Airlines Pilot Seniority List and who is a Captain or a First Officer.

“POSITION” means seat.

“REGULAR PILOT” means a pilot who is awarded or assigned a regular line.

“RESERVE PILOT” means a pilot who holds a reserve line of time or who is assigned to reserve.

“REST” or “REST PERIOD” means an off-duty period between release and report, either at domicile or away from domicile.

“SEAT” means a Pilot’s classification as either Captain or First Officer.

“SENIORITY LIST” means the GoJet Airlines, LLC Pilots System Seniority List (established pursuant to Section 11 of this agreement.)

“STATUS” means seat, equipment and domicile.

“TRIP” or “TRIP PAIRING” means a flight segment or series of flight segments that are grouped together, and may include one or more duty periods, beginning and ending at the Pilot’s base.

“UNION” means the International Brotherhood of Teamsters, its Airline Division and its Local 618.

SECTION 3

MANAGEMENT RIGHTS

Unless expressly abridged by a specific provision of this Agreement, the management of the Company; the direction and control of the work force; the right to determine the methods, processes and schedules of operation; the right to alter, change, or discontinue its operation, partially or completely; the right to determine the location of the business; the right to determine the size and assignment of the work force; the right to discipline and discharge non-probationary Pilots for just cause; the right to establish standards of performance and to determine whether any individual meets such standards; the right to establish, eliminate, amend, and require Pilots to observe, Company rules and regulations; type and number of aircraft to be utilized in providing service; the right to determine what equipment will be utilized and allocated to particular routes; the right to transfer equipment from one base to another; the right to determine whether to merge, consolidate, sell, or otherwise disposes of all or part of its business, shall be the right, solely and exclusively of Company.

SECTION 4

This Section intentionally left blank.

SECTION 5

COMPENSATION

A Hourly Pay Rates and Flight Pay Credit

A Pilot will be paid for flight time based on status and longevity in accordance with the hourly rates below. A Pilot will receive as flight pay credit the greater of the “scheduled average time” or actual block time on a leg-by-leg basis. “Scheduled average time” shall mean the scheduled averaged times between city pairs established using the methodology contained in paragraph N, below.

55-80 Passenger Seat Jet Aircraft

Captain

LONGEVITY	DOS	DOS + 1	DOS+2	DOS+3	DOS+4	DOS + 5
1 st year	\$ 60.00	\$ 60.90	\$ 61.81	\$ 62.74	\$ 63.68	\$ 64.64
2 nd year	\$ 61.47	\$ 62.39	\$ 63.33	\$ 64.28	\$ 65.24	\$ 66.22
3 rd year	\$ 62.98	\$ 63.92	\$ 64.88	\$ 65.86	\$ 66.84	\$ 67.85
4 th year	\$ 64.52	\$ 65.49	\$ 66.47	\$ 67.47	\$ 68.48	\$ 69.51
5 th year	\$ 66.10	\$ 67.09	\$ 68.10	\$ 69.12	\$ 70.16	\$ 71.21
6 th year	\$ 68.07	\$ 69.09	\$ 70.13	\$ 71.18	\$ 72.25	\$ 73.33
7 th year	\$ 70.14	\$ 71.19	\$ 72.26	\$ 73.34	\$ 74.44	\$ 75.56
8 th year	\$ 72.27	\$ 73.35	\$ 74.45	\$ 75.57	\$ 76.70	\$ 77.86
9 th year	\$ 74.47	\$ 75.59	\$ 76.72	\$ 77.87	\$ 79.04	\$ 80.23
10 th year	\$ 76.76	\$ 77.91	\$ 79.08	\$ 80.27	\$ 81.47	\$ 82.69
11 th year	\$ 79.09	\$ 80.28	\$ 81.48	\$ 82.70	\$ 83.94	\$ 85.20
12 th year	\$ 81.69	\$ 82.92	\$ 84.16	\$ 85.42	\$ 86.70	\$ 88.00
13 th year	\$ 83.99	\$ 85.25	\$ 86.53	\$ 87.83	\$ 89.14	\$ 90.48
14 th year	\$ 86.55	\$ 87.85	\$ 89.17	\$ 90.50	\$ 91.86	\$ 93.24
15 th year	\$ 90.00	\$ 91.35	\$ 92.72	\$ 94.11	\$ 95.52	\$ 96.96

First Officer

LONGEVITY	DOS	DOS+1	DOS+2	DOS+3	DOS+4	DOS + 5
1 st year	\$23.00	\$23.35	\$23.70	\$24.05	\$24.41	\$24.78
2 nd year	\$30.00	\$30.45	\$30.91	\$31.37	\$31.84	\$32.32
3 rd year	\$34.00	\$34.51	\$35.03	\$35.55	\$36.09	\$36.63
4 th year	\$35.00	\$35.53	\$36.06	\$36.60	\$37.15	\$37.70

.B Minimum Bid Period Guarantee

.1 Regular, Partial and Consolidation Line Holders

A regular, partial or consolidation line holder will be paid a minimum guarantee of 74 hours.

.2 Reserves

A reserve Pilot will be paid a minimum guarantee of 70 hours.

.3 New Hire Pilots

A new hire Pilot will be guaranteed a minimum of sixty (60) hours at his applicable hourly rate until such Pilot is line qualified.

.4 Guarantee Pro-ration

The applicable minimum guarantee will be prorated for absences that are not protected from loss of pay. A Pilot will not have his guarantee prorated as a result of paid training, paid vacation, paid sick leave or any other paid time off.

.C Line Guarantee

When the Company achieves a 98% completion factor for the month, a Pilot who has been available for duty for the entire bid period shall receive the greater of 100% of his published final bid award line value or his actual flight time, adjusted for trip trades or drops.

.D Junior Assignment Pay

A Pilot who is junior assigned to fly on a scheduled day off will be credited and paid at 150 % of his applicable hourly rate, above the Pilot's minimum guarantee, for the assignment. A Pilot will not be junior assigned more than three (3) times in a bid period or six (6) times in a year.

.E Extension Pay

A Pilot holding a regular, partial or consolidation line who is extended (i.e., additional segment(s) assigned to a Pilot's schedule at the end a duty day) will be paid at 150% of his applicable hourly rate for all flight pay credit for such extension beginning three (3) hours after his originally scheduled release time.

.F Voluntary Open Time Pay

A Pilot will be credited and paid at 150% of his applicable hourly rate for a trip voluntarily flown on a day that was a scheduled day off when the final bid award was published.

.G Training Pay

A Pilot will be credited with four (4) hours of flight pay for each full day two (2) hours of flight pay for a half day) spent in training, except line checks. For purposes of this paragraph, a full day shall be deemed to be more than five (5) hours of training.

.H Deadhead Pay

When a Pilot deadheads on a flight (to or from a flight or training assignment, including checkrides), the Pilot shall receive fifty percent (50%) pay and credit for the deadhead time, based on the greater of the scheduled or actual time of the deadhead flight.

.I Reserve Call-Out Pay and Airport Reserve Pay

.1 A reserve Pilot who is called out for flight duty and reports as directed will be credited with the greater of four (4) hours or the flight pay credit for the assignment.

.2 A Pilot sitting airport reserve will be credited with the greater of five (5) hours or the flight pay credit of any assignment flown during the airport reserve assignment.

.J Calendar Day Away from Base

A Pilot will be credited with (4) hours for calendar day during which he is on layover away from base and is assigned no duty by the Company.

.K Taxi Pay

A Pilot performing a taxi movement that does not involve flying will receive 12 minutes of flight pay credit.

.L Off-Line and Maintenance Test Flights

A Pilot performing an off-line or maintenance test flight will be paid the actual block-to-block time of such flight.

.M General

.1 When a Pilot holding a Captain bid is assigned to First Officer duties during any portion of the bid period, such Pilot will be paid for all trips flown during the month at Captain rates.

.2 When a Pilot holding a First Officer bid is assigned to Captain duties during any portion of the month, such Pilot will be paid for all trips flown as Captain at Captain rates. When a Captain Qualified First Officer flies trips as a First Officer, he will be paid for all trips flown as a First Officer at a rate equal to the average of the Captain and First Officer rate for that equipment (rounded up to the nearest cent). New CQFO positions will not exceed one (1) CQFO for each two (2) aircraft in revenue service. The Company will continue to post and train for Captain vacancies until all CQFO's are bidding as First Officers.

- .3 A Captain shall not be required to fly as a First Officer on a scheduled day off without his consent.
- .4 For pay purposes, when a trip commences in one bid period and ends in the following bid period, all of the hours flown in the first bid period will be credited to the first bid period. The remainder of the hours will be credited in the next bid period.
- .5 A Pilot holding a regular or partial line who is extended into a day off due to ATC, weather or maintenance delays will be credited and paid at one hundred fifty percent (150%) of his applicable hourly rate on his scheduled day off.

.N Scheduled Average Times

In computing the scheduled average times for pay purposes, the following methodology shall be used:

- .1 Scheduled average times are determined by using the average of historic actual enroute times between city pairs by type of equipment. All scheduled average times will be rounded to the nearest minute. For the purposes of this Agreement, the first scheduled average times will be calculated based on the twelve-month period from August 1, 2006 through August 1, 2007.
- .2 Scheduled average times shall be reviewed by a joint Company/ Pilot Committee every six (6) months using the prior twelve (12) months to determine if any adjustments are to be made. Adjustments shall be made whenever there is a variance to the previous average.
- .3 When a new route is established, for which no scheduled average time has been computed in accordance with paragraph N.2., above, the published marketing schedule times or actual block-to-block time by flight segment, whichever is greater, will be utilized. After ninety (90) days of operation or one hundred fifty (150) segments, by equipment type, whichever is greater, the simple average of all flight segment block times during such initial period of operation will become the established scheduled averaged time. Thereafter, the provisions of paragraph N.2 above shall apply.

.O Per Diem

A Pilot shall receive \$1.50 (to be increased \$0.05 at DOS + 24 mos. and DOS + 48 mos.) in expenses for each trip hour away from his domicile. Trip time shall begin at the scheduled or actual report time, whichever is later, and end fifteen minutes (:15) after the last block in time or upon completion of any duty assigned by the Company, whichever is later, at the Pilot's domicile.

.P Pay Periods

- .1 Pay periods for Pilots will be the 1st through the 15th and the 16th through month-end.
 - .a The 1st through the 15th pay period will be paid on the 15th. This check will include one-half (1/2) the Pilot's minimum guarantee from the current bid period plus the per diem and any remaining amount due from the prior bid period.
 - .b The 16th through the month-end pay period will be paid on the last day of the month . This check will include one-half (1/2) the Pilot's minimum guarantee from the previous bid period.
- .2 When a designated payday falls on a Saturday or Sunday, the preceding Friday will be the payday. When a designated payday falls on a holiday, the preceding business day which is not a holiday will be the payday.
- .3 The Company will respond in writing to payroll resolution forms submitted by a Pilot within five (5) business days of receipt by payroll. Any monies of \$100.00 or more owing to the Pilot will be paid within two (2) business days of the Company's response by separate check mailed to the Pilot's home address, unless mutually agreed otherwise. Monies of less than \$100.00 owing to the Pilot will be paid in the Pilot's next paycheck.
- .4 The Company shall provide direct deposit of Pilot's paychecks into a bank designated by the Pilot. When the Pilot has designated (on a form provided by the Company) a bank, he may not designate a change to another bank for three (3) months.

SECTION 6
TRAVEL EXPENSES

.A Lodging

The Company shall designate comfortable and adequate single occupancy lodging at all overnight layover locations, other than the Pilot's domicile.

- .1 In selecting layover accommodations, the Company will consider the safety and physical security of the premises, the cleanliness and quietness of the rooms, the quality of service, and the availability of nearby eating facilities and the recommendations of the Union.
- .2 The Company will make prompt inquiries into complaints related to deterioration of service at any facility that has been approved for layovers. Prompt remedial action will be taken in those cases where investigation affirms a deterioration of service.

.B Short Term Lodging Out of Domicile

If daytime layovers at other than the Pilot's domicile are scheduled for more than six (6) hours (block in to block out) in scheduled operations, or if there is a delay known to be more than six (6) hours, double occupancy hotel accommodations will be provided. Single occupancy rooms will be provided for coed crews.

.C Lodging During Training

Pilots shall receive single occupancy lodging while in training (other than initial new hire training) overnight away from domicile.

- .1 An exception will be made for upgrade, transition, or initial equipment training as follows:
 - .a Pilots who voluntarily transfer from a domicile at which the training will take place within three (3) months prior to the start date of their training will not receive Company provided lodging.
 - .b Paragraph C.1.a., above, does not apply to those Pilots who can prove residency within 50 miles of their new domicile.

.D Payment for Lodging

The Company shall direct bill for lodging or provide an alternative method of payment that relieves the Pilot of responsibility for payment on planned layovers. It shall be the responsibility of each Pilot to insure that all hotel charges for which the Company is not responsible (e.g. meals, personal phone calls, in-room movies, etc.) are cleared prior to departure from the hotel. The Pilot will also make a reasonable effort to resolve any disputed charges. The Company will use its best efforts to have telephone access charges and internet usage fees waived by the lodging provider. A Pilot shall be reimbursed for lodging provider telephone charges for calls for Company-required business.

.E Ground Transportation

The Company shall provide transportation between airport and lodging facilities and to suitable eating facilities, if no restaurant is in the lodging facility or within close walking distance. If transportation arrangement is not available, the crew may utilize taxi transportation and shall be reimbursed by the Company for the reasonable expense upon submission of a proper receipt within ten (10) working days.

- .1 At points other than the Pilots domicile where the Company's scheduled or prearranged transportation is not available within thirty (30) minutes from block in, the Captain will make his best effort to contact crew scheduling before utilizing taxi transportation to the lodging facility for the crew.
- .2 A Pilot shall not be required to drive his personal vehicle for business travel. If a Pilot and the Company mutually agree that the Pilot may operate his vehicle for business travel, he shall be paid at the prevailing IRS mileage rate per mile point to point (AAA mileage) and return. This amount shall be amended as necessary and agreed upon in writing between Union and Company.

.F Parking

- .1 Consistent with such regulations as may be set forth by the applicable airport authority, the Company will provide free parking for Pilot's personal automobile at his domicile.
- .2 A Pilot may elect to decline parking for his vehicle at his domicile and elect to have the Company reimburse him for parking at an alternate

location. The amount the Company will be liable for at a Pilot's alternate location shall not exceed the amount the Company pays at his domicile.

- .3 If a Pilot is scheduled to fly or deadhead from an airport and parking is not provided for his vehicle, public facilities may be used and charges will be reimbursed by the Company within ten (10) working days upon submission of a proper receipt.

SECTION 7
HOURS OF SERVICE

.A Scheduling Limitations

.1 Rest Periods.

- .a A Pilot will be scheduled with a minimum of ten (10) hours of rest between duty periods (from release time until next report time) at his domicile.
- .b A Pilot away from domicile on a scheduled reduced rest overnight will not be scheduled or rescheduled for more than twelve (12) hours of duty on the following day.

.2 Days Off

- .a Regular and Partial bid lines will contain at least eleven (11) calendar days off in a bid period. Except for TDY, such days off will be in domicile.
- .b Reserve bid lines will contain at least ten (10) calendar days off in a bid period. Except for TDY, such days off will be in domicile.
- .c A Pilot will not be scheduled to perform any duty for more than six (6) consecutive days without one (1) calendar day free from duty in domicile.
- .d If a Pilot is junior assigned on a scheduled day off and such junior assignment reduces the number of days off the Pilot receives in the bid period to less than ten (10), such day(s) off will be restored in the same or the following bid period. Such day(s) off will be assigned by Crew scheduling, taking into account the Pilot's preference. If the day(s) off are restored in the following month, the new absolute minimum day(s) off for that pilot will be 10 plus the additional day(s) off that are restored for that month only.

.3 Pro-rated minimum days off for months with vacation:

- .a The following minimum days off for Regular and Partial lineholders, inclusive of vacation days, will apply during a bid period when vacation is taken:

Vacation Days per Bid Period	Minimum Days Off	Vacation Days per Bid Period	Minimum Days Off
1	12	15	21
2	12	16	21
3	13	17	22
4	14	18	23
5	14	19	23
6	15	20	24
7	16	21	25
8	16	22	25
9	17	23	26
10	17	24	26
11	18	25	27
12	19	26	28
13	19	27	28
14	21	28	29

- .b The following minimum days off for Reserve lineholders, inclusive of vacation days, will apply during a bid period when vacation is taken:

Vacation Days per Bid Period	Minimum Days Off	Vacation Days per Bid Period	Minimum Days Off
1	11	15	20
2	11	16	21
3	12	17	21
4	13	18	22
5	13	19	23
6	14	20	23
7	15	21	24
8	15	22	25
9	16	23	25
10	17	24	26
11	17	25	26
12	18	26	27
13	18	27	28
14	20	28	28

.B Duty Limitations

- .1 Scheduled duty limitations

A pilot holding a regular or partial line will not be scheduled for more than fourteen (14) hours of duty per duty period.

.2 Actual duty limitations

The actual duty periods of a Pilot shall be limited by those specified in Part 121 of the Federal Aviation Regulations governing duty times and rest periods for the flight crew operating the aircraft on which the Pilot is working, unless provided otherwise in this Agreement.

.C Report Time

A Pilot's duty period shall commence at the later of the Pilot's scheduled report time or his actual report time.

.1 Report times will normally be forty-five (45) minutes before scheduled departure time, unless rest requirements or operational considerations require a change in the report time. In no event will the report time be more than one (1) hour before scheduled departure time. Affected Pilots will be notified prior to any adjustments to report times.

.2 With written notice to the Union, the Company may change the scheduled Report Time for selected Duty Periods based on its experience with conditions such as arranging a hangar pickup, winter operations, or particular airport conditions. At the request of the Union, the parties will meet to evaluate, on a case by case basis, circumstances that might require longer or shorter scheduled Report Times, or Release Times as set forth in E below.

.D Release Time

A release time for Regular and Partial lineholders will be fifteen (15) minutes after block in (thirty (30) minutes if required to clear customs), or upon completion of any duty assigned by the Company, whichever is later.

.E Notifications Regarding Assignments (except Reserves and Reserve assignments)

.1 The Company will attempt to notify a Pilot by telephone if his scheduled departure time will be delayed more than one hour or canceled, unless the Company intends to reschedule him within that period. A Pilot will be notified as much in advance as is practicable after the Company has made a definite decision.

.2 The Company will normally not contact an off duty Pilot between 2200 and 0600 local Base time. The following exceptions apply:

- .a If there is a change in the Pilot's schedule, the Pilot will be called so as to provide adequate time for the Pilot to adjust for the change, taking into account the time needed by the Pilot to get to the airport, to the extent the Company knows such information and also so as to minimize the disruption of the Pilot's rest.
- .b A Pilot may be contacted when operational requirements dictate.
- .3 A Pilot who is unable to report for duty will notify Crew Scheduling as far in advance as practicable.
- .4 A Pilot will not be required to keep the Company notified of his whereabouts on his days off or when on vacation.

SECTION 8
SCHEDULING

.A Scheduling Committee

The Union will establish a Scheduling Committee that will meet with the Company for the purpose of developing cooperative and efficient flight operations, including input and suggestions with respect to trip pairings. The Scheduling Committee will be given access to information regarding current aircraft flows, block time reports, reports on due dates for scheduled training and check rides, vacations, and leaves of absence (less confidential personal information). The Union may submit recommendations to the Company. When conflicts between the schedule and FAR's or this Agreement are verified, the Company will take immediate action to resolve such conflicts. The Company will give fair consideration to Union recommendations.

.B Bidding and Awarding of Schedules

The Company will use a fully electronic bid and award process.

- .1 The bid will normally be opened to all Pilots not later than the 10th of the month at 1200 Local Domicile Time prior to that bid period.
- .2 Bids must be submitted through the Company website. Bid results will be posted on the Company web site. A Pilot who is on vacation or who is unable to submit his bid in person due to unexpected illness or injury on the day that bids are due will have his standing bid apply that was submitted electronically through the Company website.
- .3 A Pilot must submit his bid by 1200 Local Domicile Time on the 5th day following the bid opening to insure it is considered. A Pilot must be eligible under the FAR's and this Agreement to perform an assignment in order to have it awarded.
- .4 The final bid award will be made available to each Pilot through the Company website by 1200 hours on the 2nd day following the bid closing.
- .5 All eligible Pilots may bid for lines based upon their status. All bids shall be awarded in accordance with seniority of eligible bidders.
- .6 The Company shall make only the necessary adjustments to awarded lines to correct errors and to provide for the partial lines .

.7 Eligibility to Bid:

- .a A Pilot attending Initial, Transition, Upgrade training (from the beginning of ground school to completion of OE, including the submission of completed training paperwork) or Differences training that includes an OE requirement, will not bid a schedule for the bid period if the OE portion of the training is scheduled to occur during the bid period, or if two or more calendar weeks of training are scheduled.
- .b In the case of a medical leave, the Pilot must provide the Company with a medical determination specifying a definite return date by which he will again be able to perform the functions of his job without limitations on a regular basis.
- .c A Pilot on an approved leave of absence will be eligible to bid if he will be available for duty for more than 15 days of the bid period.

.C Contents of the Preferential Bidding Website

.1 The bid website will contain:

- .a The number of anticipated Regular lines, which will be constructed from all known trips except trips withheld for assigned lines (flying for OE, training, management Pilots, project Pilots, and Pilots unable to bid due to consolidation, leave of absence, or as provided elsewhere in this Agreement) and other trips that cannot be constructed into regular lines pursuant to the requirements of this Agreement. Withheld flying will not exceed 5% of all scheduled block hours.
- .b All planned absences. For purposes of bidding a monthly schedule pursuant to this Section, training will have a virtual credit of four (4) hours each full day (two (2) hours of virtual credit for a half day) of scheduled training. For purposes of this paragraph, a full day shall be deemed to be more than five (5) hours of training.
- .c An anticipated number of reserve lines with days off and available days.
- .d RON information, including hotels, ground transportation, etc.

- .e A list of Pilots who are due for recurrent training or check rides and dates for recurrent ground schools, if known.
- .f Crew Pairings by aircraft type shall include pairing number and frequency, credit time, flight numbers, departure and arrival airport, departure and arrival times, total block-to-block times, report times, daily on-duty period, layover station and duty off time, total time away from domicile, and deadhead times as applicable.
- .g A bid eligibility list in order of seniority.

.D Line Construction

- .1 The preferential bidding computer system will create Regular lines in accordance with paragraph C.1.a., above, and the following:
 - .a A planned sequence of trips with intervening days off, arranged in a schedule for the bid period. Report times in a bid line, to the extent possible, subject to other contractual provisions (including Scheduling Committee recommendations), will be grouped utilizing the preferences of the bidding crewmember.
 - .b No reserve duty.
 - .c Days off at base.
 - .d A minimum of 75 credit hours.
 - .e A maximum of 95 credit hours.
 - .f Only trips that commence and end at the Pilot's base.
- .2 Consolidation Lines
 - .a During one (1) of the first three (3) bid periods following a Pilot's initial qualification in an aircraft type, the Company may assign a regular line of time to a Pilot to enable him to complete his one hundred (100) hour requirement, unless such a Pilot has sufficient seniority to bid a regular line of time. For the purpose of awarding consolidation lines, consolidation Pilots may be awarded regular line out of seniority order under this paragraph, but only after the remaining senior Pilots have bid and been awarded a line of flying.

.b Compensation for a non-consolidation line Pilot who is bumped from a regular to reserve line is addressed in Compensation, Section 5.

.3 Reserve lines (straight reserve lines)

.a Reserve lines will be published on the preferential bidding website and constructed to show reserve days and days off.

.b Days off on a reserve line shall contain at least one (1) three (3) day off period and contain no more than one (1) single day off period between reserve days other than single days off on the first or last day of the bid period.

.E Partial Lines

If a partial line is left during the bid run it will be handled as follows:

.1 For lines less than 60 hours:

The pairings will be placed in open time or withheld in accordance with paragraph C.1.a, above.

.2 For lines more than 60 hours, but less than 75 hours:

The line will be awarded to a Pilot and a group of reserve days will be added to make his line a legal line, in accordance with paragraphs D.1.a,c,d,e, and f above, subject to the following restrictions.

.a The reserve days must be placed in groups (no single days of reserve unless only 1 reserve day is required to complete the line).

.b The reserve days may not take the Pilot below his minimum days off as a line holder.

.c The reserve days may not take the Pilot below the default setting for days off between work blocks (If the Pilot preference was 1 then 1 is the limit, otherwise system default is the limit).

.d The reserve credit added must only take the Pilot to the minimum threshold of a legal line then stop.

.e When adding reserve days, crew planning should make every effort to honor days-off requests.

Examples:

A reserve day has a virtual credit of four (4) hours for purposes of this paragraph.

Four (4) reserve days may be added to a 60-hour partial line, but not 5 reserve days, so long as the 4 reserve days do not take the line below the minimum days off.

$60 \text{ hours} + 4 * 4 \text{ hrs/day} = 76 \text{ hrs (a legal line)}$

Two (2) reserve days may be added to a 70-hour partial line with 13 days off, but not 3 reserve days, to get to a legal line value and minimum days off. Two (2) reserve days meets the legal line and 3 days would take the line below the minimum days off.

$70 \text{ hours} + 2 * 4 \text{ hrs/day} = 78 \text{ hrs (a legal line)}$

A 72-hour partial line with 11 days off may not add any reserve days since it is at the minimum days off. The pairings will be placed in open time or withheld in accordance with paragraph C.1a., above.

.F Assignment of Open Time and Trip Adds

Open time means trips that are unassigned after construction of the regular, partial, & consolidation lines at the time of the Final Bid Award for a bid period and trips that become unassigned during that bid period on account of unplanned absences (e.g. sick calls, leaves of absence, resignations).

- .1 Open time shall normally be made available to Pilots on a seniority basis, first to Pilots requesting full trips and then to Pilots requesting partial trips (which must be broken in domicile, and a trip may only be broken into 2 parts) beginning at 1200 CST time 48 hours after the final bid award is published on the preferential bidding website. This window shall close 72 hours later. Open time shall be awarded 72 hours after the close of the window subject to the following restrictions:
 - .a The Pilot must be able to perform the entire trip without conflict with his regular bid line.
 - .b The Pilot may not be a Reserve line holder or scheduled for Reserve during the period of the trip (including rest periods required before and after the assignment).

- .c The Pilot must be legally able to perform the duty from both a duty/rest and experience category standpoint.
 - .d The Pilot must hold the position that is available.
- .2 Open time for out-of-base trips will be awarded to a Pilot only if Crew Scheduling determines there is no potential duty/rest legality violation. The Company will not be responsible for per diem or deadhead associated with a Pilot's commute to and from an out-of-base open time trip that is voluntarily picked up by a Pilot.
 - .3 The Company will post open time by electronic means. The posting shall be updated by 2000 local time of any day during which there are changes in open time.
 - .4 Bidding and awarding of open time shall be done by telephone to the number specified by the Company for such purpose or by other, electronic, means that have been mutually agreed upon by the Company and the Union.
 - .5 Open time that has not been awarded, or first becomes available within 72 hours before the check-in time for the trip shall be assigned or awarded in the following order:
 - .a Assign to a Management Pilot, (the Company may skip this option), then
 - .b Award to any Pilot who is eligible under the criteria of (F)(1) above on a first-come, first-served basis, who volunteers for open time, then
 - .c Assign to a reserve Pilot in base, then
 - .d Assign to a reserve Pilot out of base (the Company may skip this option), then
 - .e Subject to the limitations of Section F paragraph 6 that follows, assign to the junior Pilot who is legal and available on a day off, first in base, then from another base
 - .f Assignment to a Junior Available Pilot subject to paragraph 6 below.
 - .6 Assignment to a junior available Pilot shall be subject to the following conditions and limitations:

- .a A junior assignment shall not be made before 72 hours prior to the open time trip.
- .b After the assignment has been made, a junior assigned Pilot may not be relieved from an open time assignment without his consent.
- .c A Pilot who has been junior assigned may request that the Company continue trying to assign the open time assignment until four hours before the scheduled show time on the conditions that; (1) he will consent to his replacement if another Pilot is assigned to the open time; and (2) he agrees to report for the open-time assignment unless notified that another Pilot has been assigned to the trip.
- .d The Company will waive the 48-hour requirement of (I)(1) of this Section if a junior assigned Pilot submits a completed trip trade request at least four (4) hours before the report time for the open time trip.
- .e When a Pilot who has been junior assigned twice in the bid period completes his open-time assignment, he shall be moved to the top of the seniority list of the Pilots in his status for junior assignment purposes. The Pilot shall retain this increased protection from another junior assignment for the remainder of the bid period (provided he retains the same status). Junior assignment will start with the most junior available Pilot in the status in accordance with this paragraph.

.G Reassignment

- .1 If more than one (1) Pilot is assigned to the same trip, the senior Pilot will have the choice of flying the trip or not. The Pilot not flying the trip will either be reassigned to a similar trip, i.e. same number days and similar release time, (a.m. or p.m.) or released from duty for the remainder of the trip. The Pilot who does not fly the originally scheduled trip will be credited with the greater of the value of the trip originally assigned or the trip to which he is reassigned. This provision does not apply if the Company assigns another Pilot to cover a trip for a late show. In this situation, the Company will normally send the originally assigned Pilot home without pay and use the later assigned Pilot for the trip (or another trip if the original trip has been covered under the rescheduling provisions below). However the Company may choose to use the originally scheduled Pilot based on operational considerations. The Pilot flying the trip will be paid for the trip.
- .2 If a Pilot is reassigned from his assignment by the Company for the purpose of training or O.E., the Pilot who is reassigned will either be reassigned to a similar trip, i.e. same number days and similar release

time, (no later than 3 hours after originally scheduled release time) or released from duty for the remainder of the trip, or the portion of the trip from which he is reassigned. The reassigned Pilot will be credited with the greater of the value of the trip (or portion thereof) originally assigned or the trip to which he is reassigned. If the Company is going to reassign a Pilot to a similar trip, then the Company must assign that trip and notify the crew member more than 24 hours prior to the showtime of the reassigned trip. If the Company assigns a new trip with 24 hours of the original trip, the Company must allow time for the Pilot to commute in for the new trip if he is registered as a commuter in accordance with paragraph K., below. If the Pilot has not been reassigned by the showtime of the original trip, then the Pilot is released from duty for the remainder of the trip.

- .3 If a Pilot is reassigned from a trip because of minimum experience between a Captain and a First Officer who are paired together, the Pilot who is reassigned will either be reassigned to a similar trip, i.e. same number days and similar release time (no later than 3 hours after originally scheduled release time) or released from duty for the remainder of the trip. The reassigned Pilot will be credited with the greater of the value of the trip originally assigned or the trip to which he is reassigned.

.H Rescheduling for Operational Reasons

- .1 After the publication of the final award, a Pilot holding a regular line, or Partial line, may be rescheduled for operational reasons (for example, trip cancellations). Any rescheduled trip must remain within the date(s) of the original trip; regardless of when the rescheduling occurs or how many times the Pilot is rescheduled. Rescheduling must be within the limitations of this Section 8 (Scheduling) and Section 7 (Hours of Service).
- .2 A Pilot extended into the next day due to ATC, maintenance, or weather delays, must be returned to his base and bid line as expeditiously as possible and he will be paid as set forth in Section 5 (Compensation).
- .3 If a regular line holder, or Partial line holder, has been removed from a trip or a portion thereof, and Scheduling has no immediate assignment for the Pilot, he may be: (a) given another trip assignment; (b) placed on reserve (subject to the Reserve section of this Agreement) during the time of the original trip, or (c) relieved from duty. If a Pilot is reassigned or placed on reserve pursuant to this paragraph, he will be paid for the greater of the value of the original assignment or the assignment he actually performs.

.I Trip Trades/Trip Drops

- .1 Whole or partial trip trade requests must be in writing, signed by both Pilots and received by Crew Scheduling no later than forty-eight (48) hours prior to the date of the earliest trip being traded. If the Company implements an electronic trip trade system, trade trade requests must be submitted electronically. Crew Scheduling may waive the forty-eight (48) hour requirement. Short notice requests may be made verbally with both parties present on the same-recorded phone line.
- .2 Trip trades must not violate FAR's. Crew Scheduling may require a buffer equivalent to the buffer(s) used to construct the lines of time at any time when there is any potential for illegality under the FAR's or this Agreement. If all of the provisions of this Section are met, the trade will be approved. If a trade is disapproved, the Pilot will be advised, upon request, of the reasons for the denial.
- .3 Pilots on reserve may trade reserve days, provided reserve coverage is not reduced or compromised, and subject to approval by Crew Scheduling.
- .4 A Pilot who loses time from his schedule because of a trip trade, which causes him to fall below his minimum bid period guarantee, will have his minimum bid period guarantee adjusted.
- .5 Crew Scheduling will approve or reject a trip trade request within seven (7) days after it is received, but no later than twenty-four (24) hours before the report time for the earliest trip being traded. Crew Scheduling may waive this requirement. Trip trades are approved when the Pilot obtains confirmation from Crew Scheduling. If Crew Scheduling implements a system of trip trade approval notification involving electronic, faxed, or other similar means of notification to the Pilot's base, the trip trade will be considered approved when such notification is posted electronically or by hard copy.
- .6 A Pilot may drop a trip or trade a trip with a like trip in Open Time, provided the Company verifies that there exists adequate coverage, with a corresponding reduction of the Pilot's bid period guarantee for a trip drop, or if the new trip has less credit hours than the one traded in.
- .7 The Company may implement an automated, electronic system to process trip trades and/or drops.

.J Continuous Duty Overnights

- .1 CDO trips will be confined to separate CDO bid lines to the extent practicable. A Pilot will be scheduled for no more than four (4) day – three (3) night consecutive CDO's.

- .2 A CDO trip will not be scheduled for more than six (6) total legs, including deadheads.
- .3 CDO trips will terminate and the Pilot will be released upon first arrival at the base following the CDO period.
- .4 Four day, three-night CDO trips will be scheduled with a minimum of six (6) hours of ground time, block in to block out. Three day, two-night CDO trips will be scheduled with a minimum of five (5) hours of ground time, block in to block out. If the ground time is less than five hours, a CDO may not exceed two days, one-night.

.K Commuter Policy

- .1 A Pilot is responsible for reporting to his assignment in a timely manner. The following provisions are not intended to relieve a Pilot of that responsibility, but to provide guidelines for a commuting Pilot.
- .2 A commuting Pilot must identify himself as a commuter and designate a city as his normal origination airport on a form to be provided by the Company.
- .3 When commuting to an assignment, a Pilot must list himself and report for at least two (2) flights, the latter of which must be scheduled to arrive at his domicile at least one-half ($\frac{1}{2}$) hour prior to the scheduled report time of his pairing. The departure time of the earlier flight must be at least sixty (60) minutes prior to the departure time of the later flight.
- .4 If a commuting Pilot complies with paragraph 3., above, and he will not arrive at his domicile in sufficient time to report to his assignment because of a flight delay, cancellation or passenger loads, he will notify Crew Scheduling as soon as possible. The commuting Pilot will then make every effort to report to his domicile as soon as practical.
- .5 Upon arrival at the crewmember's domicile, the crewmember must contact Crew Scheduling for reassignment or for reserve on the same days as the missed trip, as per Company needs.
- .6 The crewmember will lose the pay from the missed trip and instead will be paid for the reassignment or reserve assigned by Crew Scheduling.
- .7 This provision can be used two times in each calendar year.
- .8 When a commuting Pilot's pairing is scheduled to terminate with a deadhead to his domicile, he may, in coordination with Crew Scheduling, drop the deadhead and be released at the airport from which the deadhead begins.

.L Guaranteed Day Off (“GDO”)

- .1 A Pilot will have six (6) GDO’s to use each calendar year, however, a Pilot’s GDO’s will be pro-rated in the year in which he is hired. In addition, GDO’s will be pro-rated for 2007.
- .2 A Pilot on a GDO may not be involuntarily assigned duty by the Company.
- .3 A GDO may only be taken on a day that was awarded as a day off on the final bid award.
- .4 The Company will grant or deny a GDO request within 72 hours of its submission, provided the Pilot has submitted it at least 96 hours in advance of the day for which he is requesting the GDO.
- .5 The Company will not unreasonably deny a GDO request.
- .6 A Pilot will not be granted more than two (2) consecutive GDO’s.
- .7 Unused GDO’s will be forfeited at the end of the calendar year and may not be carried over from year to year.

.M General

- .1 Upon completion of training (other than re-qualification training), a Pilot may be assigned a line for the next bid period to avoid pairing crew members with less than seventy-five (75) hours of flight time in the type and to ensure the Pilot obtains a sufficient number of flight hours to accommodate the FAR consolidation requirement. Such line will be constructed from time withheld pursuant to paragraph C.1.a, above.
- .2 For the purposes of filling open time or the trading of trips, an individual Pilot’s experience category will be determined by the date on which the trip trade is processed.
- .3 A flight scheduled to terminate before 00:00 (midnight) of the first day will be considered to have terminated on the first (1st) day if it terminates no later than 0200 hours local time on the second (2nd) day.
- .4 A Pilot will not be required to transport ticketed passengers via ground transportation.
- .5 A Pilot will not be required to drive to or from an airport that is not his base.-
- .6 All times referred to in this Section are local times at the base unless noted otherwise.
- .7 First Officers will not be assigned to fly as Captains and Captains will not be assigned to fly as First Officers except as specified in Section 5.M.1. (Compensation).

- .8 The Company will maintain a voluntary sign-up list in Crew Scheduling on which Pilots may request any daily open time on the dates of their choice utilizing normal call-out times, without submitting daily requests.
- .9 The Union Scheduling Committee will provide input to the Company with respect to meal breaks.
10. The Company will maintain a junior assignment log for five (5) days. Such log will be provided, upon request, to a shop steward or the Union's Scheduling Committee.

SECTION 9
RESERVES

.A Reserve Periods

- .1 Reserve periods will be published with the final bid awards.
 - .a Reserve periods will not be scheduled to exceed fourteen (14) hours when published.
 - .b After publication, the reserve period for any reserve day may be rescheduled for another period not to exceed (14) fourteen hours.
- .2 A reserve period may begin as early as 0001 on any reserve day.
- .3 A reserve period preceding a day off will not be scheduled beyond 2400.
- .4 Unless otherwise notified, a reserve Pilot beginning a block of reserve days will begin his reserve period on the first day of the block 1.5 hours prior to the scheduled departure of the Company's first flight from his domicile on that day.

.B Rest Periods

A Reserve shall not begin a reserve period without an actual rest period of at least eight (8) hours preceding the reserve period.

.C Reserve Assignments and Report Time

.1 Report Time

Reserve Pilots will report within one and one half (1:30) hours of call out unless a longer call-out period is designated by the Company. If domiciles other than St. Louis are opened, the Company and the Union will meet to discuss the call-out period for such domiciles.

- .2 Reserve Pilots who are assigned flying will be notified of such assignment as much in advance of the scheduled departure time as practicable.

.D Reserve General

- .1 At the completion of any reserve flight assignment at his domicile, reserve Pilots will call crew scheduling and:
 - .a Be assigned additional flying.
 - .b Be assigned to remain on call.

- .c Be released for rest and given a report time for the next reserve duty day.
 - .d If no new report time is given, it should be assumed the Pilot is released for the remainder of that day's 14 hour duty period and subsequent rest period.
 - .e If a reserve has completed an assignment and still has duty time available or has reported for a trip which cancels, he may be required to wait at the airport for a further assignment for up to two (2) hours. If a reserve Pilot is required to wait at the airport for a further assignment for more than two hours, he shall be considered an airport reserve as provided in paragraph E., below. Such Pilot will be considered to have begun his airport reserve assignment at his report time.
- .2 A Pilot shall be contactable and available for duty during all of his reserve period except for his assigned rest period. A Pilot on reserve may use a pager at his expense. However, it is the Pilot's sole responsibility to maintain his contactability whether he chooses to use a pager or his contact telephone number.
 - .3 The Company will not pay for short term parking unless it has been authorized in advance by Crew Scheduling. When authorized, the Reserve shall be reimbursed for the parking fee (expense report) unless Crew Scheduling has provided him with a voucher for payment of the fee.

.E Airport Reserve

- .1 A Pilot on reserve may be assigned to be on ready reserve at the airport for up to ten (10) hours on each of his scheduled reserve days and may be given an assignment which commences within the ten (10) hour period. If crew rest facilities that are clean, quiet, comfortable and adequate for the number of crewmembers occupying such facilities, or hotel rooms, are not made available, a reserve Pilot may not be assigned to ready reserve for more than 5 hours per reserve day.
- .2 Airport reserve assignments shall be made in reverse seniority order to reserve Pilots not on a day off.
- .3 Ready reserve is duty time.

- .4 A Pilot on ready reserve will receive per diem pursuant to Section 5.I. (Compensation).
- .5 At the completion of a ready reserve period, a Pilot who has not been given an assignment will be released from reserve duty for the remainder of the day.
- .6 A Pilot assigned to airport reserve away from his domicile will be provided with hotel accommodations.

SECTION 10

NEW AIRCRAFT TYPE

- .A Should the Company announce its intent to place new aircraft type for which rates of pay are not set forth in Section 5 (Compensation) or the Jet Aircraft with Fewer Than 55 Passenger Seats Letter of Agreement into revenue service, the Union and the Company shall meet to negotiate rates of pay for such aircraft type at a mutually agreed upon time, but no later than ninety (90) days before the date the new aircraft is to be placed into service.
- .B In the event the parties fail to reach an agreement prior to placing the new aircraft type into service and until an arbitrator's decision is rendered pursuant to paragraph D., below, Pilots will be paid at the highest scale for which rates are set forth in Section 5 (Compensation) or the Jet Aircraft with Fewer Than 55 Passenger Seats Letter of Agreement if the new aircraft type is being flown with more seats than the aircraft presently in the service of the Company, or, at the lowest scale for which rates are set forth in Section 5 (Compensation) or the Jet Aircraft with Fewer Than 55 Passenger Seats Letter of Agreement if the new aircraft type is being flown with fewer seats than the aircraft presently in the service of the Company.
- .C Failing agreement over a pay rate for the new equipment type within sixty (60) days from the commencement of direct negotiations, the dispute shall be submitted to binding interest arbitration before a third-party neutral mutually acceptable to the parties. If agreement on an arbitrator is not reached, the parties will strike arbitrators from the panel of arbitrators set forth Section 25 (System Board of Adjustment).
- .D The arbitrator will conduct the arbitration hearing within thirty (30) days after their selection, or as soon thereafter as they are available, and issue a decision within forty-five (45) days after the close of the arbitration. The arbitration hearing will be conducted according to rules of procedure agreed upon by the parties or established by the arbitrator. The award will be limited to rates of pay for the new aircraft, as set forth in (A) above. The award shall fall within the closest range established by the parties' proposals made during direct negotiations. The arbitrator will have no jurisdiction to make the rates of pay specified in his award retroactive.
- .E Nothing herein shall deny the Company the right to place new aircraft types into service in accordance with this section.

SECTION 11

SENIORITY

.A Pilot Seniority

- .1 Seniority as a Pilot will be based upon length of service as a Pilot with the Company, and shall begin to accrue on the first day a Pilot reports for initial ground school training.
- .2 Seniority will be used for bidding of work schedules and vacation, filling of vacancies, and furlough and recall in accordance with the provisions of, and subject to exceptions, qualifications, and requirements set forth in, and as otherwise described in, this Agreement.

.B Pilot System Seniority List

The Pilot System Seniority List shall contain the names of all Pilots who have Seniority in order of their Seniority.

- .1 Pilots shall be initially placed on the Pilot System Seniority List in order of their date of reporting for initial ground school training. Pilots commencing training on the same date shall have their seniority established by the last four digits of their social security number with 0000 being the most senior and 9999 being the least senior.
- .2 The Pilot System Seniority List shall provide the current Seniority start date (including any adjustments), the position (including management status, if applicable), the domicile, and the assigned equipment type for each Pilot on the list.
- .3 A Pilot's name shall be removed from the System Seniority List when discharged, and the discharge is upheld or unchallenged, when he resigns, retires or otherwise voluntarily terminates his employment with the Company, or when he no longer has any Seniority rights under the provisions of this Agreement.
- .4 The Company shall make available a System Seniority List, current as of each bid period if there are changes, in the crew check-in room at each base. In addition, the Company shall provide a copy to the Union.

.5 The GoJet Airlines Pilot System Seniority list dated June 25, 2007 will be considered accurate and binding. Thereafter, any changes will be in accordance with the provisions of this Agreement.

.C Correction of Pilot Seniority

The Company shall correct any error in the Pilot System Seniority List that is submitted in writing to the Chief Pilot within 60 days after the list was posted, except that a Pilot who is on vacation, leave of absence or furlough at the time the list was posted may ask for a correction of any error affecting him within 60 days after returning to work.

SECTION 12
PROBATION

.A Probation period

Except as provided in the Transfer to Management or Non-Flying Position Section, a Pilot shall be on probation for the first twelve (12) months of active service, beginning on his first day of initial training.

.B Disciplinary Standard

A Pilot on probation shall not be entitled to utilize the grievance and System Board of Adjustment procedures of this Agreement with respect to any disciplinary action taken against him, including discharge for just cause, e.g., training failure, misconduct, etc.

SECTION 13

VACATION

.A ACCRUED/EARNED

- .1 Each Pilot shall accrue vacation during each year of his employment, the length of which shall be determined by the length of the Pilot's longevity. A Pilot may take vacation in the year following the anniversary of his accrual year, when the vacation becomes "earned". Earned vacation shall be determined from the schedule set forth below.

<u>Length of Service</u>	<u>Vacation Day</u>
1 Year	7 Days
2 to 7 Years	14 Days
8 to 14 Years	21 Days
15 Years and over	28 Days

- .2 Vacations shall not be cumulative and must be taken during the calendar year (January 1st to December 31st) for which they are awarded.

.B PAY FOR VACATION

- .1 The Pilot's pay shall be at his current hourly flight pay rate.
- .2 A Pilot shall receive flight pay and virtual credit for purposes of PBS of three and one-quarter (3.25) hours for each day of vacation taken. Vacation time is considered to be Monday through Sunday.
- .3 A non-probationary Pilot who gives the Company two weeks notice of leaving the service of the Company shall be paid for all vacation earned, accrued and unused at the date of his departure. In addition, upon the death of Pilot, any earned, accrued and unused vacation will be paid to the Pilot's estate. For purposes of this paragraph B.3., vacation accrual shall be calculated on a monthly basis. The monthly accrual shall equal one twelfth (1/12) of the annual accrual.
- .4 A Pilot terminated by the Company shall be paid for any earned but unused vacation.

.C THE USE OF VACATION

- .1 Vacation periods shall be posted no later than November 1st of each year, for the following calendar year. The Company will provide enough vacation periods during the year to allow each Pilot to take his projected earned vacation.
- .2 The bids for vacation shall close on December 1st, and shall be awarded by December 5th.
- .3 A Pilot's preference in vacation periods shall be awarded based upon his seniority as of the closing date for the vacation bidding period.
- .4 Vacation must be taken in one (1) week increments unless otherwise agreed by the Company and the Pilot.
- .5 The Company will post open vacation periods and Pilots may select from such periods in accordance with seniority. A Pilot wishing to alter his vacation preference after November 30th may request to do so by written notice to the Company prior to the bid closing for the scheduled bid period of the requested vacation. The Company may approve or disapprove such a change at its discretion and shall advise the Pilot in writing whether his vacation is approved or disapproved.
- .6 Any Pilot who successfully changes his status will be required to re-bid any future scheduled vacation periods following successful completion of training. An unsuccessful trainee will retain his previously awarded vacation.
- .7 The Company will schedule checkrides and all training other than initial, upgrade, and transition training outside of the vacation period.
- .8 Vacation Cancellation
 - .a Once awarded, vacation may be canceled by the Company only as the needs of the service require. Canceled vacation may be rescheduled at a mutually agreeable time, or, if mutually agreed, be paid out or carried over to the first 90 days of the following year, or may be selected from open vacation period prior to the end of the year.

- .b A Pilot may not be required to work during a vacation, unless the vacation is cancelled in its entirety. If the Pilot has consecutive scheduled weeks or days of vacation, and the Company cancels any of such weeks or days, the Pilot may elect to have all such weeks or days cancelled.

- .c If, due to Company cancellation or delay of a Pilot's annual awarded vacation, the Pilot suffers the loss of a non refundable deposit which cannot be reapplied to another mutually agreeable reasonable date, the Pilot will be reimbursed by the Company for such loss. Receipts for such loss must be documented to the Company for reimbursement.

SECTION 14

SICK LEAVE

- .A A Pilot with up to two (2) years of longevity will accrue sick leave at the rate of two (2) hours for each month of active service. A Pilot with more than two (2) years of longevity will accrue sick leave at the rate of three (3) hours for each month of active service. Sick leave may be accrued up to a maximum of 300 hours. A Pilot will retain but not accrue sick leave benefits while on furlough or leave of absence.
- .B After 90 days of active service, if a Pilot is unavailable for duty on a day that he is scheduled for duty, because of illness or injury, he will be credited with the block hours of the flights missed, and will have an equal amount of time withdrawn from his sick leave account. If a Pilot on a reserve day is unavailable for duty because of illness or injury, he will be credited with 3.5 hours of flight pay regardless of assignment, and will have an equal amount of time withdrawn from his sick leave account. If the Pilot does not have sufficient sick leave credit, the Pilot's guarantee for the month will be reduced by the scheduled hours of any flights missed in excess of available sick leave credit.
- .C The Company may require a Pilot to present satisfactory medical evidence that he is unable to perform his regular duties because of illness or injury.
- .D It is the Pilot's responsibility to maintain contact with Crew Scheduling and coordinate his return to duty. A Pilot will be returned to his original schedule if practical, as determined by Crew Scheduling.
- .E A Pilot who is unable to continue work due to illness or injury after a trip has commenced will be relieved from duty and will be returned to his base on a positive space basis or, with the concurrence of the Chief Pilot, remain at the crew hotel (and receive per diem and lodging) until the Pilot is able to travel safely. No Pilot will be required to travel if a medical examiner has deemed him unfit to travel. The Company may require the Pilot to present a physician's statement that he unfit to travel (at Company expense). On his return to base, such Pilot will not be required to occupy the jumpseat. In accordance with this Section, he will be entitled to sick leave pay for trips missed, or portion thereof.

SECTION 15
LEAVES OF ABSENCE

.A Personal Leave

Upon written request specifying the reason for such request, the Company may, at its discretion, provide a Pilot an unpaid leave of absence for a specific period not to exceed twelve (12) months. Requests for time off without pay for less than 30 days will be dealt with on a case-by-case basis at Company discretion.

.B Medical Leave of Absence

- .1 Upon written request, a Pilot who is unable to perform his assigned duties due to illness or injury may be placed on unpaid medical leave of absence, following exhaustion of sick leave, for a period not to exceed 36 months.
- .2 A Pilot on medical leave may be required to provide physician's statements verifying the medical disability and/or approving a return to normal duties.
- .3 A Pilot on medical leave must notify the Company in writing of his ability to return to duty following medical clearance.

.C Military Leave

A Pilot shall be granted military leave in accordance with applicable law.

.D Bereavement Leave

- .1 In the event of a death in the Pilot's immediate family, the Pilot will be granted leave from all duties with the Company and the Company will reimburse the employee, if he has completed six (6) months of active service, by crediting him for up to a maximum of three (3) consecutive working days. A line Pilot will be credited for scheduled average time not to exceed four (4) hours per day. A Reserve will be credited with four (4) hours per day. An employee's immediate family is defined as: Spouse, Children, Brothers, Sisters, Parents, Step-parents, Step-children, Mother-in-Law, Father-in-Law, Grandparents, and Grandchildren.

- .2 Additional time needed, or leave for individuals other than immediate family members will be addressed on a case-by-case basis.

.E Jury Duty

When a Pilot is called for jury duty, he shall notify the Company immediately and the Company may request the court to release him from such jury duty. If the Pilot is not released, the Company will release him from all Company duties on such days as he is called for selection or actively serves as a juror. Total compensation to the Pilot, when called for selection or while actively serving on a jury, will equal that which he would normally have earned during such period, less fees received for such services (excluding mileage and expenses), for up to fourteen (14) calendar days. Following jury duty, the Pilot will be returned to his trip when feasible or, if not, will stand reserve for any duty days of his original trip. Should jury duty extend beyond one (1) bid period, the Pilot shall bid for the following month and resume such schedule upon conclusion of jury duty.

.F Family and Medical Leave (FMLA)

The Company shall grant family and medical leaves in accordance with applicable law.

.G General

- .1 Following the first thirty (30) days of absence, the Pilot shall be entitled to continue insurance coverage at his own expense in accordance with the provisions of COBRA, and the Company shall notify the Pilot that the coverage is available to him.
- .2 Requests for leave shall be made as far in advance as possible. Granting or denying leave in any specific case shall not constitute a precedent for future cases.
- .3 A Pilot shall retain and accrue seniority while on leave of absence, and accrue longevity for the first 30 days of said leave of absence.
- .4 A Pilot who was on leave of absence will serve any remaining portion of his probationary period.
- .5 A Pilot on a leave of absence may request pass privileges to travel to a medical appointment or to care for a family member if on FMLA. Such request will be granted or denied on a case-by-case basis.

.H Union Leave

- .1 Requests for Union leave-of-absence shall be made in writing to the Director of Operations or his designee, by the Union Business Representative. These requests shall be transmitted to the Company as far in advance as practical.
- .2 Requests for Union leave of absence will be approved or denied at the Company's discretion based on operational considerations.
- .3 Scheduled Line Pilots: The Union will reimburse the Company at the full hourly rate applicable to that Pilot for each day he is on leave for the scheduled time dropped, plus the appropriate override specified in paragraph 5, below.
- .4 Reserve Pilots: The Union will reimburse the Company at the full hourly rate applicable to that Pilot using the formula of hour hours (4:00) times the number of days dropped, plus the appropriate override specified in paragraph 5, below.
- .5 Twenty-three (23%) will be added to the amount of Union reimbursement to cover the cost to the Company for such benefits as vacation, insurance, workers' compensation, etc. Such fringe benefits shall hereafter be referred to as fringe override.
- .6 The Union agrees to reimburse the Company within forty-five (45) days after receipt of the Company's bills. Such billings shall be submitted to the Union no later than forty-five (45) days following the month in which the flight pay loss was incurred.
- .7 When the Company receives multiple requests for the same period of leave and all the requests cannot be accommodated, leave shall be granted according to the priority assigned by the Union Representative.

SECTION 16
FILLING OF VACANCIES

- .A Permanent Vacancies
- .1 A permanent vacancy will be any vacancy in status and equipment, which is anticipated to exist for more than ninety (90) days.
 - .2 The Company will maintain a permanent bid file for the purpose of filling permanent vacancies or determining displacements.
 - .3 All Pilots must submit standing / displacement bids indicating preferences for all status, equipment, and domicile. Standing/displacement bids will be submitted to the Company electronically. The Company will confirm receipt of the standing bid electronically.
 - .4 Each training opportunity will be specific as to equipment, status and domicile and will be awarded to the qualified senior eligible Pilot based on the preferences indicated by the time and date stamp of the initial bid award. The standing / displacement bid file will be updated and made available electronically at the end of each quarter.
 - .5 Vacancies in existing domiciles will normally not be posted, but will be filled from the permanent bid file. Vacancies in new domiciles (i.e. domiciles not opened as of the date of execution of this Agreement) will be posted and indicate a bid closing time and date which will not be less than ten (10) days after posting. This notice provision may be reduced for business necessity by in no event shall notice be less than seven (7) days.
 - .6 If no bids or insufficient bids are on file indicating a preference for domicile vacancies, training opportunities or displacement preferences the following procedures will apply:
 - .a For domicile bids; the junior Pilot, system wide in status and equipment, will be assigned.
 - .b Vacancies may be filled by a new hire Pilot or through assignment of a junior qualified Pilot system-wide, at Company discretion.
 - .7 A Pilot may not bid to a different status or equipment with an equal or lower pay rate or to another First Officer position except if displaced in accordance with paragraph B., below, or if he is qualified and current to fly in such status at the time the vacancy is posted. A displaced Pilot will be entitled to occupy any status in accordance with his seniority, provided he is able to successfully complete training for that status. Such Pilot will carry forward his remaining equipment lock obligation but will not assume a new equipment lock obligation.
 - .8 Pilots will be paid at the new pay status effective upon successful completion of training, including IOE.

.B Displacement

- .1 When a reduction in the number of permanent positions takes place, the Company will notify all Pilots. The Company will post the anticipated number of displacements including the status. Said displacement posting will indicate a bid closing time and date which will not be less than seven (7) days after posting.
- .2 Pilots in the positions affected may be voluntarily displaced in their order of preference in accordance with their system seniority. Pilots wishing to be voluntarily displaced shall so indicate on a Standing/Displacement bid form. If a Pilot so indicates, he is stating he wishes to have his displacement preferences processed in seniority order prior to the process of reverse seniority order displacements.
- .3 A voluntarily displaced Pilot will have the same vacancy and/or displacement rights as the Pilot who would have been displaced, including, but not limited to, Section 6 (Expenses) and the provisions of this Section. The most senior volunteer will use the most senior displaced-Pilot's rights.
- .4 The Company will award voluntary displacements first. If reductions still remain, Pilots will be involuntarily displaced in reverse seniority order.
- .5 Displaced from Domicile
 - .a A Pilot will be considered displaced from his domicile when he can no longer hold a position in that domicile in his position and equipment, but he can hold a position in that equipment system wide. When a Pilot is displaced from his domicile as the result of a reduction or geographic relocation of Pilot positions(s) he will remain in his same position and equipment, if available, in any domicile.
 - .b Pilots displacing under Paragraph B. 5 a., above, and Pilots in that same status with standing or displacement bids for that position and equipment will be awarded or assigned concurrently, in order of seniority. Only after those Pilots in the same position and equipment are awarded or assigned their vacancies will any remaining vacancies be awarded to Pilots who require training for the vacancy.
- .6 Displaced from Position or Equipment
 - .a A Pilot displaced from his position or equipment will be entitled to displace any Pilot in any position or equipment in accordance with his seniority, provided he is able successfully to complete the training for that status. Such Pilot will be paid at the new pay status retroactive to the date of displacement upon successful completion

of training. If the new pay status is lower it shall become effective on the date of displacement.

- .b A Pilot displaced from his equipment due to a one for one substitution of equal paying equipment at his domicile, may at the Pilots option, regardless of seniority, transition into the new equipment. This paragraph is not applicable where the substitution is due solely to a swap of aircraft between domiciles.

.C Temporary Vacancies

- .1 A temporary vacancy will be any vacancy which is anticipated to exist for more than fourteen (14) days and ninety (90) days or less. Such vacancies will be filled in accordance with seniority as follows:
 - .a The temporary vacancy will be offered to qualified "available" Pilots system-wide; however, if a temporary vacancy award would cause the Pilots domicile to be inadequately staffed including reserves, such that a temporary vacancy is created in that domicile, that Pilot will not be considered "available" for bidding a temporary vacancy. .
 - .b If no qualified Pilots system-wide bid the temporary vacancy, then the junior qualified Pilot may be assigned to the vacancy.

For the purposes of this paragraph, "qualified" shall mean currency in the status and equipment.

- .2 The Company will post temporary vacancies for no less than three (3) days.
- .3 A Pilot filling a temporary vacancy away from his permanent domicile will be paid an expense allowance in accordance with Section 5 (per diem) of this Agreement, for the duration of the temporary vacancy.
- .4 A Pilot holding a temporary vacancy, in excess of seven (7) days away from his domicile, by mutual agreement, will be permitted to drive his car to and from that duty assignment and be reimbursed for mileage at IRS mileage rate per mile based on the shortest mileage between those two points, upon documentation of having driven his car to and from the assignment. At the option of the Company, the Pilot will be provided a rental car. Such rental car will be at Company expense.
- .5 In the event of displacement, temporary bid holders or assignees will be displaced from their temporary domicile prior to permanent line holders at that domicile, irrespective of their seniority.
- .6 In accordance with Section 7, a Pilot holding a temporary vacancy will be entitled to bid a schedule at the domicile to which he is temporarily assigned, in accordance with his seniority. Temporary vacancies awarded/assigned after rosters have been distributed will be assigned open time and/or reserve days.

.D Vacation Conflicts

When a Pilot is required to attend training as the result of an awarded or assigned bid, and that training coincides with the Pilot's scheduled vacation, the Pilot will be permitted to reschedule his vacation.

.E Equipment Commitments

.1 Position and Equipment Locks

.a A Captain may bid for a different equipment type with a higher pay scale if he has been in his current position and equipment for a period of one (1) year from completion of training, except that a Captain may only bid for different equipment with the highest pay scale then in effect. A Captain withheld from bidding for a higher paying position pursuant to this provision will be pay protected at the pay rate he would have been entitled to if he had completed training for such position on such aircraft. The pay protection will begin on the date that a junior Pilot completes training on the aircraft from which the senior Pilot has been withheld. This is "1 for 1" pay protection..

.b A Pilot bidding an equal or lower-paying equipment type or position will be locked in the new position and equipment for two (2) years following completion of training.

.2 A Pilot may be restricted from upgrading or transitioning when within two (2) years of FAA mandated retirement. A Pilot, so locked, will be paid at the higher equipment or seat hourly rate and guarantee commencing when a Pilot who is junior to him is awarded the position and successfully completes training, or, if that Pilot does not successfully complete training, retroactively to eight (8) weeks after the date that Pilot entered training.

.3 A displaced Pilot, including any Pilot who is voluntarily displaced, will be subject to any Equipment Commitment remaining on a previous Equipment Commitment

.4 The Company may waive Equipment Commitments at any time, provided such waiver is applied in a uniform and non-discriminatory manner.

.5 Any Pilot bid awarded/assigned under this Section may, at the Company's option, be trained and qualified in all derivatives of common fleet types the Company is operating.

SECTION 17
FURLOUGH AND RECALL

.A Furlough

- .1 Pilots will be furloughed in the reverse order of seniority in accordance with the System Seniority List.
- .2 The Company shall give Pilots at least two (2) weeks advance notice of any furlough or pay in lieu thereof unless the Company is unable to give such notice due to grounding of aircraft, revocation of its air carrier certificate or other causes beyond its reasonable control occurring during the two (2) weeks immediately prior to a furlough.
- .3 Furloughed Pilots will file their proper addresses with the Director of Operations or his designee at the time of the furlough and will notify the Company of any address changes promptly.
- .4 A Pilot will retain and accrue seniority, and retain but not accrue longevity, for a period of five (5) years from the date of furlough.
- .5 If recalled within a period of less than thirty (30) days, a Pilot will receive associated benefits retroactive to the day of furlough and will receive no less than his prorated guarantee for any portion of the bid period

.B Recall

- .1 Pilots will be recalled in the order of their seniority. When a Pilot is recalled, he will be granted the longevity accrued prior to furlough.
- .2 Furloughed Pilots will be notified of recall by certified mail, return receipt requested, or by parcel delivery service requiring a signature upon delivery, at the address specified in A.3 of this Section, or by personal contact. If a Pilot is notified of recall by personal contact, he will subsequently be issued a recall letter confirming such notice. Each Pilot shall answer his recall notice within seven (7) days of receipt of such notice and shall advise the Company of his intent to accept or reject recall in person, by certified mail, return receipt requested, or by parcel delivery service requiring signature upon delivery.
- .3 A furloughed Pilot will be allowed thirty (30) days after he advises the Company of his intent to accept recall to report for duty.
- .4 A Pilot may refuse recall if a more junior Pilot is still on furlough; otherwise, if he refuses recall, his name shall be removed from the Seniority List. If operational necessity requires a recall of a number of Pilots that exceeds the number of Pilots furloughed at that time, simultaneous recall notices may be delivered to all furlougees.

SECTION 18
TIME OFF WITHOUT PAY

.A Purpose

The purpose of Time Off Without Pay is to attempt to stabilize crew complements and to minimize involuntary Pilot furloughs.

.B Offering Time Off Without Pay

- .1 If the Company has excess Pilots in a status, it may offer Time Off Without Pay to Pilots in that status.
- .2 When such time is available, Pilots will be authorized Time Off Without Pay in seniority order of those who have responded to the offer. Time Off Without Pay will normally be offered bid period by bid period.
- .3 If a Time Off Without Pay offer does not coincide with the beginning of a bid period, or if the Company wants to establish a definite return date, the Company may set the Time Off Without Pay for any period of time not to exceed two bid periods.
- .4 A Pilot who has been on a Time Off Without Pay for two (2) consecutive bid periods will be ineligible for another Time Off Without Pay until he has been in an Active Working Status for at least one full bid period if there are more Pilots of the same status than the Company has need to reduce at such Pilot's base.

.C Benefits While on Time Off Without Pay

During a Time Off Without Pay, a Pilot shall not be paid, but seniority and longevity shall continue to accrue, and coverage under the Company medical and dental plan for the Pilot and his dependents, if applicable, shall continue, provided all required employee contribution for such coverage is timely made, and the Pilot will be eligible for air travel benefits, to the extent provided to other employees, excluding any interline prohibitions.

SECTION 19

TRANSFER TO MANAGEMENT OR NON-FLYING DUTY

- .A A Pilot transferred to non-flying or supervisory duty shall retain and continue to accrue seniority and longevity.
- .B A Pilot transferred to non-flying or supervisory duty may return to line flying duties by filling a vacancy to which his seniority entitles him.
- .C A Pilot transferred to non-flying or supervisory duty prior to completion of his probationary period shall be required to complete his probationary period if he returns to line flying as a Pilot.
- .D A Pilot transferred to non-flying or supervisory duty with retained seniority who is disciplined by the Company while in such position may not avail himself of the grievance and arbitration procedures contained in this Agreement.

SECTION 20

TRAINING

- .A The Company will, consistent with the applicable FARs, establish training requirements for Pilots for initial, recurrent, upgrade and transition training. Such required training shall be provided by the Company, at no cost to the Pilot.

- .B There shall be written training materials prepared by the Company which shall be uniform for each aircraft type. Such materials shall contain information regarding systems, limitations, operational procedures and maneuvers. The Pilot may retain the copy of such materials provided to him, for the duration of employment.

- .C The Union shall appoint 2 members to the Union Training Committee. The Company shall be notified of the names of the Committee members. The Company shall appoint two (2) individuals who shall serve on a Joint Training Committee with the members of the Union Training Committee.
 - .1 When making any substantial modifications in the training program, training requirements, or training facilities, the Company shall consult with the Joint Training Committee and provide the Committee with an opportunity to review such matters and make comments and recommendations which shall be given every consideration by the Company. Upon the request of the Committee Chairman, those Company officials responsible for the training program will meet with the Committee, when needed, to review matters of concern or disputes which may have arisen concerning training.

 - .2 Individual Pilots who have questions, concerns, or problems relating to their training, which have not been satisfactorily resolved directly with the Training Department, shall request review of such matters by the Joint Training Committee. The Joint Training Committee will review relevant documents and consult with the appropriate Manager of Training and make a report containing its recommendation, if any, and its findings. Recommendations and findings of the Joint Training Committee shall be given every consideration by the Company. No grievance will be filed until this procedure has been initiated. However, the time limits to file a grievance must comply with Section 23 (Discipline and Discharge) or 24 (Grievances) of this Agreement, as applicable.

 - .3 The Training Committee may, at the request of either the Company or the Pilot, designate another Pilot employed by the Company to observe the conduct of such portions of the Pilot's training or checking as may be

subject to dispute. The observer will be granted reasonable access to Company training and simulator facilities and aircraft being used for training.

.D Recurrent Training.

- .1 Check rides shall not be conducted on "stand up" overnights unless the Pilot is in his grace month late or unless mutually agreed with the Pilot.
- .2 Whenever a Pilot fails to pass a currency check, a proficiency check, line check or competency check, the Company will provide training in the areas the Pilot had difficulty performing satisfactorily and a second check, provided he satisfactorily completes his retraining. If the Pilot fails the second check he may take a third check, also provided he satisfactorily completes his retraining.
- .3 In the event a Pilot fails to pass his third currency check, proficiency check, line check, or competency check, his employment will be reviewed by the Company.

.E Except in the event of equipment phase-in or phase-out, Pilots shall not be required to maintain qualifications in more than one equipment type. Different series of a particular model of aircraft will be considered one equipment type.

.F Initial, transition or upgrade training may be cancelled by the Company. In the event that training is cancelled, a Pilot shall contact Crew Scheduling for his flight assignment(s). A Pilot whose training is cancelled shall be subject to assignment to a regular line, a reserve line, or other flight assignment.

.G Hours of Training

- .1 A Pilot shall not be scheduled for more than five (5) consecutive hours of flight training, whether in an aircraft or simulator, in any one period, exclusive of pre and post flight briefings, of which no more than two and one-half (2-1/2) hours shall be devoted to that Pilot's instruction as flying Pilot.
- .2 A Pilot shall not be scheduled for more than ten (10) hours of training per day, including any combination of flight training or ground training, which shall include a one (1) hour meal break.

- .3 A Pilot, while assigned to recurrent ground training, will not be required to perform any flight duties.
- .4 Upon reasonable request after notice of Award, a Pilot shall receive three (3) consecutive days free from duty, exclusive of his travel day, immediately prior to commencement of transition or upgrade ground training. These three (3) days shall be counted towards the Pilot's contractual minimum days off in a month.
- .5 A Pilot shall be given at least ten (10) hours rest in advance of and between each flight training session whether in the simulator or aircraft.
- .6 A Pilot shall receive a travel day before and after any required training or checking event conducted away from his domicile. This travel day may be waived by the Pilot.
- .7 Ground school training shall not be scheduled for more than ten (10) hours per day. Ground school training shall also not be scheduled for more than six (6) consecutive days followed by a minimum of two (2) consecutive days free from duty, unless by mutual agreement of the Training Committee and the Company.
- .8 A Pilot who has been in training away from his domicile for more than seventy-two (72) hours shall be entitled, upon request, to twenty-four (24) hours free from duty in his domicile prior to flight or reserve assignment.

.H Transition and Upgrade Training

- .1 A Pilot who fails to pass any required examination during ground training shall be provided additional instruction, as determined by his instructor, and an opportunity to retake the examination.
- .2 A Pilot who fails to pass any required flight test, including initial operating experience, shall be provided up to four (4) hours of additional flight instruction, as determined by his instructor, and a second examination, if he successfully completes such instruction, as soon as possible following the additional instruction.
- .3 a. Except as provided in paragraph H.3.c., below, if a Pilot does not successfully become qualified in his first attempt to transition or upgrade he shall be returned to his former position, for a period of not less than six (6) months.

- .a If a Pilot does not requalify for his existing position following his first attempt to transition or upgrade or does not successfully complete training in his second attempt to transition, or upgrade, his employment will be reviewed by the Company.
 - .b If a Pilot fails training for a Captain position, he may request to be trained and qualified, and upon successful completion of such training, fly, as a First Officer in the equipment for which he failed Captain training. Such request will be granted or denied at the discretion of the Company.
- .4 A Pilot who desires to voluntarily withdraw from upgrade or transition training may seek an advance determination from the Joint Training Committee that, due to the circumstances of withdrawal, the training shall not be counted as an attempt for purposes of the foregoing provisions. If the training is not counted as an attempt to transition or upgrade, a Pilot who voluntarily withdraws from training shall not be permitted to enter upgrade or transition training for a period of six (6) months following such withdrawal. If the training is counted as an attempt to transition or upgrade, the provisions of paragraph 3 above will apply.
 - .5 A Pilot whose training is discontinued by the Company for reasons other than unsatisfactory progress shall not be charged with an attempt.
 - .6 An attempt is defined as the steps taken to qualify for a new aircraft type or seat, commencing with ground school and continuing through oral examination, oral recheck if necessary, a check ride, and a recheck ride if necessary, or such stage as the Pilot fails to successfully progress to the next step.

.I General

- .1 Upon request, a Pilot in training may review any FAA required instructor or check airman reports on his training progress.
- .2 No device which has not been approved by the FAA may be used to judge a Pilot's proficiency.
- .3 During proficiency checks, no maneuvers will be required that are not included in the Company's then current training manual or required by Federal Aviation Regulations.

- .4 Whenever a Pilot fails to pass a check ride or proficiency check, the Pilot may request and will be assigned a different check airman.

SECTION 21

This Section intentionally left blank.

SECTION 22
MEDICAL STANDARDS

.A Medical Examinations

A Pilot will not be required to submit to a medical examination in addition to those required by the FAA unless the Company believes that the Pilot's medical condition is impaired and believes the Pilot may not be fit to fly as a result thereof.

- .1 When an additional medical examination is required, the Pilot will be notified in writing of the reason. A Company required medical examination shall be performed by a Company designated examiner.
- .2 Any additional medical examination or tests required by the Company shall be paid for by the Company. However, a Pilot asking to return to duty after being medically disqualified by his own medical examiner will, upon request, provide a medical examiner's statement as to fitness for duty at the Pilot's expense.
- .3 A medical examiner's report of examination shall include a determination as to whether the Pilot is able to perform Pilot duties, from a medical standpoint. A copy of the report of such examination shall be furnished to the Pilot, upon request.
- .4 The Company shall notify the Pilot of any medical matters concerning the Pilot that it intends to initiate with the FAA.

.B FAA Medical Certificates

- .1 New hire Pilots will be required to hold a First Class medical certificate.
- .2 Every Pilot shall maintain the FAA medical certificate required by the FAA for the position he holds (e.g., Captain, First Officer).
- .3 The Company may require a First Officer to maintain the medical standards for a first class medical certificate in order to be eligible to bid for a Captain position.

- .4 Each Pilot must have a copy of his FAA medical certificate on file in the Training Records Department by the 25th day of the due month.

.C Medical Review Process

A Pilot who has been medically disqualified from performing Pilot duties as the result of a Company required examination may, at his option, have the case reviewed in the following manner:

- .1 The Pilot may employ a qualified medical examiner of his own choosing and at his own expense to perform a medical examination of the same type as the medical examination required by the Company.
- .2 A copy of the findings of the medical examiner chosen by the Pilot will be furnished to the Company's medical examiner. If the findings of the Pilot's medical examiner verify the findings of the Company's medical examiner, the findings of the Company's medical examiner shall be final and binding upon the Pilot and Company.
- .3 In the event that the findings of the Pilot's chosen medical examiner and those of the Company's medical examiner are not in agreement, the Company will, at the written request of the Pilot, ask that the two medical examiners agree upon and appoint a third medical examiner for the purpose of making a further examination of the Pilot, after conferring with the two medical examiners.
- .4 Copies of the third, impartial, medical examiner's report will be furnished to the Company and the Pilot. The findings of the third medical examiner shall be final and binding upon the Pilot and the Company.
- .5 The expense of employing the third, impartial, medical examiner will be borne one-half by the Pilot and one-half by the Company.
- .6 If a Pilot is removed from flying status by the Company pending resolution of his medical qualification to perform Pilot duties, he shall be paid the credit hours for lost trips and his bid period guarantee shall not be reduced until the Company receives its medical examiner's report finding that the Pilot is not fit to fly.

- .a If a Pilot refuses to submit to a medical examination requested by the Company, or causes delay in the process, he may be removed from pay status during such period.

- .b If it is found that such removal from pay status was unnecessary, either as the result of an appeal under this medical review process, or a finding under the grievance and arbitration procedure of this Agreement that the Company had not based its requirement for a medical examination of the Pilot on a reasonable determination that the Pilot may not be fit to fly, he shall be paid for all time lost.

SECTION 23
DISCIPLINE AND DISCHARGE

.A Representation

- .1 A Pilot is entitled to have a Union representative or any other Company employee accompany him to any meeting concerning discipline or discharge, provided the selection of a specific representative does not cause an unreasonable delay in the proceedings.
- .2 The Company may withhold a Pilot from duty without pay pending an investigation. If a Pilot is held out of service without pay pending investigation and is subsequently exonerated of the charges, he will be made whole as it pertains to wages, seniority, longevity and benefits, and his personnel file will be cleared of all references to the charges.

.B Notices and Decisions

- .1 All notices of disciplinary action or discharge shall be in writing and shall state the reason(s).
- .2 Copies of all such notices will be provided to the Pilot and the Union.

.C Pilot Hearing

If the Union or Pilot requests a hearing within seven (7) days of when the Pilot received notice of the disciplinary action or discharge, the Company will hold a hearing within three (3) business days to discuss the disciplinary action or discharge. Within seven (7) days following the hearing and any further review prompted thereby, the Company will provide the Pilot and the Union written notice of its decision to void, modify, or maintain its original disciplinary action, and where the Company elects to administer disciplinary action, it will set forth the facts upon which the decision is based.

.D Step 1. Union Appeal

- .1 If the Union disputes the Company's disciplinary action, the Union may file a grievance. In order to be timely, such grievance must be filed within thirty (30) days following the date the Pilot receives the Company's

written disciplinary notice. The Union shall submit the written grievance, setting forth a statement of facts and relief sought, to the Director of Operations or his designee.

- .2 The Director of Operations or his designee will evaluate the grievance and render a decision not later than fourteen (14) days after receipt of the grievance.

.E Step 2. Board of Adjustment

If the Company's decision at Step 1 is not satisfactory to the Union, it may be appealed by the Union to the Board of Adjustment within thirty (30) days after receipt of the decision.

- .F If the Union fails to comply with the time limits prescribed in this Section, the decision of the Company will be final and binding. If the Company fails to comply with the time limits prescribed in this Section, the dispute will be deemed automatically appealed to the next step. All time limits in this Section may be extended, in writing, by mutual agreement.

SECTION 24
GRIEVANCES

- .A A grievance is a dispute between the parties arising under the terms of this Agreement.
- .B Prior to the filing of a grievance, the affected Pilot will discuss the matter with his Chief Pilot in an effort to resolve it.
- .C If the dispute is not resolved under paragraph B., above, written grievances must be submitted to the Director of Operations, or his designee, within 45 days after the grievant has, or reasonably should have had, knowledge of the matter giving rise to the grievance. The written grievance shall contain a reference to the provisions of the Agreement alleged to have been breached, a short, concise statement of the facts involved and the relief requested.
- .D The Director of Operations, or his designee, will give his decision in writing within fourteen (14) days after presentation of the written grievance.
- .E If the decision in paragraph D, above, is not satisfactory to the Union, it may be appealed by the Union to the Board of Adjustment within thirty (30) days after receipt of the decision.

SECTION 25
SYSTEM BOARD OF ADJUSTMENT

.A Establishment and Purpose

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 this Agreement and which are properly submitted to it. This Board shall be known as the GoJet Airlines Pilots' System Board of Adjustment.

.B Composition of the Board

Except when a neutral member has been added, each Board shall be composed of four (4) members: two selected by the Company; and two selected by the Union. Either party may appoint an alternate member, if desired. The alternate member may serve on the Board at the discretion of the party appointing him.

- .1 The Company and Union members of the Board shall continue to serve until such time as the party selecting the member shall select a successor, which may be done at any time except during the consideration of the case.
- .2 Whenever a five (5) member Board will be required for a case, the Company and the Union will promptly attempt to agree on a neutral member to sit on the Board. If the parties are unable to agree on a neutral arbitrator, either party may request selection by the alternate strike method from the list of neutrals selected pursuant to paragraph F.
 - .a Under the alternate strike method, each party shall alternately strike the name of an arbitrator from the list of neutrals with the last remaining neutral being the one selected.
 - .b The parties will alternate in striking first; if there are an even number of arbitrator's on the list of neutrals at the time one is being selected, the party who strikes first shall strike two names on the first strike.

- .3 The Company and Union members of the Board shall alternate as Chairman and Vice-Chairman of the Board on a yearly basis with the Chairman position being held by the Union member in even-numbered years.
- .4 By mutual agreement, the Company and Union members of the Board may appoint the neutral arbitrator to hear the case alone and render the final and binding decision of the Board.

.C Jurisdiction of the Board

The Board and/or arbitrator shall have jurisdiction only over any dispute which arises out either (1) the discipline (including discharge) of the grievant(s), or (2) an alleged violation of the terms of this Agreement, or the interpretation or application of any of the terms of this Agreement, as it affects the grievant. The Board shall consider any dispute as defined above which is properly submitted to it when such dispute has not been previously settled in accordance with the terms provided for in the Agreement.

- .1 The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions covered by the existing agreements between the parties.
- .2 Every grievance shall be heard first by a four-Member Board, unless the Company and the Union agree to have the dispute heard directly by the five-Member Board, or the neutral arbitrator, alone.

.D Decisions of the Board

- .1 A majority vote of the Board shall be competent to make a finding or decision with respect to any dispute submitted to it in accordance with this Agreement. Such finding or decision shall be final and binding upon the parties to the dispute.
- .2 If a four-Member Board is unable to agree upon a finding or decision, it shall forthwith provide written notification to the Company and the Union. In such event, the Union may appeal the grievance to the full Board within 30 days following notification of the deadlock.

.E Procedural Rules

- .1 When a time limit in this procedure or the grievance procedure is measured from the date of receipt of a document and the document is sent by U.S. mail the date of receipt shall be seven (7) days after the date the document was placed in the U.S. mail, as established by the postmark on the envelope, postage prepaid, to the address of the addressee last provided to the party who is doing the mailing.
- .2 A grievance submitted to the Board shall include:
 - .a The Grievant's name, address, status and date of hire;
 - .b Union's statement of question(s) at issue;
 - .c Union's statement of facts;
 - .d Union's position;
 - .e Union's statement of Company position (or copy of Company's grievance response);
 - .f Copy of grievance;
 - .g Two (2) copies of the material shall be submitted to the Board.
- .3 The four (4) Member Board shall meet during March, July and November of each year, providing that at such times there are cases filed with the

Board for its consideration. The Board will continue in session until all matters before it have been decided, deadlocked, or by mutual agreement of the Board, deferred for later action, unless the parties otherwise mutually agree. In the case of a submission arising from discharge, the four-Member Board will hear the case within 60 days of its submission, unless extended by mutual agreement of the parties.

- .4 Board hearings shall be conducted in the city where the general offices of the Company are located, unless the Company and the Union agree to an alternate location.
- .5 Pilots covered by the Agreement may be represented at Board hearings by a Union Representative, or the designee of the grievant if approved by the Union, 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. Where the grievant selects a representative other than the Union, the grievant shall bear the costs associated with his case.
- .6 Findings and decisions of the Board shall be stated in writing and in each case a copy of the findings and decision shall be furnished to the Company, the Union, and such Pilot or Pilots as are parties to the dispute.
- .7 If a dispute arises as to the interpretation of the findings or decision of the Board, then upon request of the Company or the Union, the Board shall interpret the findings and decision in light of the facts stated as evidence presented in connection with its record and hearing in the case.
- .8 Expenses of the Board for meeting places, if any, and those expenses incurred by reason of the participation of the arbitrator shall be borne one-half by the Company and one-half by the Union, except as set forth in paragraph E.5., above. Board members shall continue to receive their normal wages.
- .9 Each party shall bear its own respective expenses in the presentation of any case to the Board and/or arbitrator, except as set forth in paragraph E.5., above. Union Representative and witnesses who are Company employees may travel space available over the Company's system to attend Board proceedings to the extent permitted by law. Such Company employees shall be provided time off to attend Board proceedings; however time off shall be without pay, but the Company will cooperate in facilitating trip trades, rescheduling, etc. The number of witnesses summoned at any one time shall not be greater than the number which can be reasonably spared from the operation without interference with the service of the Company.

- .10 The Board shall keep a complete and accurate record of all matters submitted for its decision and of all findings and decisions made.
- .11 When the parties mutually agree, the record of all proceedings before an arbitrator or five-member Board shall be made by a Court Reporter whose fee shall be borne one-half by the Company and one-half by the Union. If the parties do not mutually agree, either party may arrange for a record of such proceeding by court reporter at its own expense. Should the other party then request a copy of the record, the Court Reporter fees will be shared as provided above.

.F Neutral Arbitrator List

The Company and the Union shall select a panel of nine (9) neutral arbitrators who will serve as the fifth member of the Board or sole arbitrator, as applicable. The panel is set forth in Appendix B of the Agreement.

- .1 The selection of the panel shall be by mutual agreement between the Company and the Union.
- .2 Once established, the Company and the Union may mutually agree to change the membership of the panel at any time.

SECTION 26

GENERAL

.A Payment for Equipment

- .1 Pilots will not be required to pay for the use of any equipment required for training or equipment used in scheduled operations. The Company shall provide all Pilots with either paper or electronic Jeppesen charts (binders and covers included for paper charts, appropriate approved display unit for electronic charts) for all FAA-approved destinations and alternates in the Company's operations specification.
- .2 Manuals issued to Pilots by the Company will be paid for by the Company. Each Pilot must maintain his manuals in good condition at all times. Any Pilot who transitions to another aircraft-type or terminates employment shall return previously issued manuals in current, good condition, normal wear and tear excepted.

B. Personnel and Training Files

- .1 The Company shall maintain Personnel and Training files on each Pilot which shall contain, at a minimum, all documents and materials required to be maintained by the Pilot Records Improvement Act.
- .2 The Personnel and Training Files maintained by the Company on a Pilot will be open for his inspection and photocopying in conjunction with an official of the Company at any time during office hours and upon reasonable-notice. A Pilot may photocopy his file, and, the Company may charge \$0.05 per page copied.
- .3 Disciplinary notices, and records of discussion with the Pilot that are critical of the Pilot's behavior shall not be placed in a Pilot's Personnel file without the Pilot having been given an opportunity to review the record and permitted to provide a written response that will also be included in the record.
- .4 Anything of a derogatory nature, including disciplinary notices, will be disregarded in assessing discipline for a matter that is unrelated to the prior notices or other records of events that occurred more than 18 months, provided the Pilot has not been disciplined for the same or similar offense

in the interim. A Pilot will be afforded the opportunity to review his personnel file during normal business hours with 48 hours notice for the purpose of removing any record associated with this paragraph B.4. that have reached the applicable expiration date, except for documents that are required by law to be retained for a longer period of time. At the end of this time requirement, such documents will be subject to be removed from the Pilot's file as indicated above.

.5 In response to a PRIA request, the Company will only furnish information that must be provided under PRIA.

.B Accident Investigation

A Pilot participating at Company request in an aircraft accident investigation involving a Company aircraft as a member of an NTSB Go-Team shall do so without loss of pay.

.C Orders in Writing

Pilot base assignments, promotions, demotions, furloughs, recalls, and leaves of absence shall be reflected in written Company records.

.D Copy of the Agreement

The Union and the Company will share equally the cost of providing each Pilot, including a new Pilot, a copy of this Agreement.

.E Use of Gender Specific Pronouns

Masculine pronouns used herein shall include the feminine, and feminine include the masculine, unless specifically provided for otherwise.

.F Effect of Superseding Law

Should any part of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, act of any governmental agency, or decree of court, such invalidation of such provision shall not invalidate the remaining provisions of this Agreement and they shall remain in full force and effect.

.G Use of CVR and FDR Information

The Company will not regularly or randomly review information from a Cockpit Voice Recorder (CVR), Flight Data Recorder (FDR), or other electronic monitoring device for the purpose of establishing a basis for disciplinary action or discharge of a Pilot. Information obtained from flight monitoring devices should be used to enhance Pilot proficiency and training and shall not be used by the Company to monitor judgment, proficiency, or adherence to Company policies of

Federal Aviation Regulations of a flight crewmember(s). In order to review any such data as part of an investigation that could lead to discipline or discharge, the Company must either (1) be engaged in the investigation of an accident or incident; or (2) have an independent reasonable justification for believing that misconduct has occurred that would be confirmed or refuted by review of the data. The Pilot(s) will be notified and have the right to review the recorded data.

.H Pass Privileges

- .1 Pilots will be provided with the same free and reduced rate travel privileges as are extended to other employee groups in accordance with Company policy, as may be amended.
- .2 The Company shall publish and make available to Pilots its rules and regulations for pass and non-revenue air travel, including eligibility criteria, travel etiquette (dress code, courtesies expected, etc.), pass travel restrictions, and procedures for obtaining pass and reduced-rate travel.
- .3 If the Company makes retiree travel benefits available to other employee groups, it will make such benefits available to Pilots on the same terms and conditions. If, in future code share agreements, the Company is authorized to extend retiree pass privileges, it will extend such retire pass privileges to the Pilots.

.I Reimbursement for Inoculations, Visas and Photos

The Company shall reimburse any U.S. citizen Pilot for visas (including photographs, if required) and inoculations if necessary for Company business.

.J Moving

- .1 A Pilot who is displaced from one base to another, or furloughed at one base and recalled at another, shall be eligible for moving expense assistance from the Company if he moves his actual residence more than 100 miles and completes such move within nine months of the commencement of his assignment at his new base. To qualify for moving assistance, the move must be to a residence that is within 100 miles of his new base. The first base assignment of a Pilot after completion of training shall not qualify as a displacement.
- .2 A Pilot who is eligible for moving expense assistance shall be provided the following:

- .a The actual documented costs of moving the household effects and personal goods of the Pilot and the members of his family living with him, including the cost of moving insurance, storage, packing, drayage, and unpacking of his furniture and household effects, up to a maximum of \$4000.00.
 - .b A Pilot who drives his personal automobile(s) (a maximum of two (2) personal vehicles) from his former domicile or from his actual residence, to his new domicile, whichever is shorter, will be reimbursed at the prevailing IRS mileage rate, computed on the basis of the most direct AAA mileage between domiciles.
 - .c The Company will reimburse lodging for the Pilot and his immediate family for each night enroute in connection with the move to the new domicile, on the basis of one night's lodging for each three hundred-fifty (350) miles or portion thereof in excess of the first three hundred-fifty (350) miles. Lodging will be the quality of that used on scheduled overnights. If the cost of such lodging is not direct billed to the Company, the Pilot will be required to submit receipts for reimbursement.
- .3 A Pilot may drop up to three (3) duty periods to facilitate the move. Such days off will be without pay, except that the Pilot's minimum monthly guarantee will not be reduced as a result of such days off. The days off will be mutually agreed to by the Pilot and the Company.

.K Uniforms

- .1 The Company will provide the initial hat and coat insignia.
- .2 A Pilot may wear one (1) official Union pin on his uniform.
- .3 Uniform Changes
 - .a The Company will meet with the Union Representative or his designee to resolve problems involving procurement of uniform items.
 - .b The Company will consult with the Union Representative or his designee before making any changes to the uniform.

- .4 Each Pilot is responsible for purchasing and maintaining an adequate number of uniforms.
- .5 Payment Method
- .a A uniform bank will be established for each Pilot after completion of IOE, and it will be credited with \$25.00 per month, up to a maximum of \$300 in the account at any one time. The uniform bank will be forfeited by a Pilot upon termination, resignation or retirement.
 - .b The Company will assist the Pilot in purchasing the initial uniform, flight bag, and suitcase, upon request, by advancing the purchase price. The Pilot will reimburse the Company at a rate of no less than \$25.00 per month. He may elect to reimburse the Company via payroll deduction or from his uniform bank.
 - .c If the Pilot leaves the employ of the Company before full reimbursement is made, the remaining amount will be due and payable at the time of separation, and may be deducted from any monies due the Pilot. The Pilot will execute the necessary forms authorizing the payroll deductions in order to obtain the advance.
- .6 The price of items purchased through the Company will be at the Company's cost. The Company will make available either a uniform price list or catalog at each domicile for such items as shirts, slacks, neckwear, jackets (clothing items as appropriate).

.7 Change in Uniform

If the Company initiates a complete change in the basic uniform style, Pilots will be provided, at no cost, with the new required uniform change pieces. A Pilot will be responsible to pay-off any remaining balance on prior uniform pieces.

.L Domicile Crew Lounge Requirements

The Company shall establish flight crew lounges at all locations where Pilots are domiciled. The Company will consult with the Union regarding the establishment and the adequacy of crew lounges.

.M CASS

The CASS program will be implemented and maintained by the Company for all eligible Pilots on the seniority list at no cost to the Pilots.

SECTION 27
INSURANCE AND OTHER BENEFITS

- .A Except as provided below, Pilots will be eligible to participate in the same insurance benefit programs and on the same terms as are offered to other GoJet employee groups.
- .B The Company will maintain a group medical program for Pilots and their eligible dependents in accordance with the following:
- .1 A Pilot's contribution to monthly premiums for medical insurance in 2007 will be as follows:
- | | |
|----------|----------|
| Single - | \$ 85.00 |
| Family - | \$314.00 |
- .2 A Pilot's annual deductible for medical insurance in 2007 will be as follows:
- | | |
|----------|--|
| Single - | \$500.00 |
| Family - | \$500.00 per family member, up to a maximum of \$1500.00 |
- .3 A Pilot's maximum out-of-pocket expenses for medical insurance in 2007 will be as follows:
- | | |
|----------|-----------|
| Single - | \$1900.00 |
| Family - | \$3800.00 |
- .4 A Pilot's co-pay for emergency room service in 2007 will be \$100.00 per visit.
- .5 A Pilot's maximum lifetime benefit under the medical insurance plan in 2007 will be \$2,000,000.00
- .6 Coinsurance for eligible preventative care under the medical insurance plan in 2007 will be borne 80% by the Company and 20% by the Pilot.
- .7 A Pilot's co-pay amounts for prescription drug benefits in 2007 under the medical insurance plan will be as follows:
- | | |
|-----------|---------|
| Generic - | \$10.00 |
|-----------|---------|

Formulary -	\$30.00
Non-formulary -	50% of the cost, but not less than \$45.00 or more than \$90.00

.C A Pilot's contribution to monthly premiums for medical and dental insurance, co-payments, deductibles and out of pocket maximums will not be increased, on an annual basis, by an amount greater than increases required of other employee groups in the same plan.

.D 401(k) Plan

Subject to the requirements of applicable laws, the Company shall maintain a 401(k) plan for Pilots that conforms to the following provisions:

.1 The Company shall make monthly matching contributions in an amount equal to 100% of a Pilot's Salary Deferral Contributions up to the first 1% of the Pilot's eligible earnings. If a greater Company matching contribution is provided to other Company employees, then such matching contribution will be offered on the same terms to the Pilots.

.2 All matching contributions shall be 100% vested after three (3) years of service. Vesting of the Company Matching Contributions will occur upon completion of three (3) years of service (all years of service, including prior years of service, count for vesting purposes).

SECTION 28
UNION REPRESENTATION

.A Bulletin Boards

The Company will make space available on which the Union may place a bulletin board at each base for the posting of official notices relating to Union meetings and other notices pertaining to internal Union matters. All such notices shall be signed by a duly authorized representative of the Union. Notices posted on such bulletin boards shall not contain political or inflammatory material or material that is derogatory with respect to the Company or its employees.

.B Union Access

The Company agrees to admit to its bases the officially designated representatives of the Union to transact such business as is necessary for the administration of this contract. Such business will be transacted in as short a time as possible and will not interfere with the operation of the Company.

.C Notification of Union Representatives

The Union shall select Pilot representatives and shall notify the Company from time to time of their appointment or removal. The number of employee representatives shall be limited to those necessary to provide convenient representation for Pilots. The Company shall notify the Union of the appropriate Company representatives.

.D Union Travel

Union employees may travel over Company routes space available free of charge while on Company business.

.E Access to New Hire Pilots

A Union representative shall be afforded the time and opportunity to speak to new hire Pilots for up to 45 minutes during initial ground school.

.F Time Off for Union Business

.1 Pilots will be granted leaves for Union business consistent with operational needs.

- .2 Request shall be submitted to the Director of Operations by the Union.
- .3 Such request shall include the name(s) of the Pilot(s), the date and time of release from duty, the date and time of return to duty, and the specific business for which release is requested.

SECTION 29
UNION SECURITY

.A Members or Service Fee

It shall be a condition of employment that that all Pilots of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall, on or before the ninetieth (90th) day following the effective date of this Agreement, become and remain members in good standing in the Union or, in the alternative, tender to the Union a monthly sum equivalent to the standard monthly dues required of the Union members, such sum to be recognized as "Service Fee. It shall be a condition of employment that all Pilots of the Company covered by this Agreement and hired on or after its effective date shall, on or before the ninetieth (90th) day following the beginning of such employment, become and remain members in good standing in the Union, or in the alternative , tender to the Union monthly dues required of the Union members, such sums to be recognized as "Service Fees". Should the new Pilots elect not to become a member of the Union but only to pay the Service Fee, he will also be required to pay an Initial Service Fee which shall be the equivalent of the standard initiation fee.

.B Dues Check-off

The Company shall deduct from the wages of any employee covered by this Agreement, said employee's dues, as a member of the Union upon receiving the employee's voluntary and individual written authorization for the Company to make such deductions. The Company will deduct said employee's dues in the month in which the employee is recalled from furlough or returns from a leave of absence. In the event the employee is recalled from a furlough or returns from a leave of absence after the dues have been deducted for the month, the Company will make a double deduction the following month. The Company will pay over to the proper officers of the Union the wages withheld for such initiation fees and dues. The amount withheld shall be reported and paid to the Union prior to the end of the month in which the deductions were made.

.C Payment of Dues

Pilots who are members of the Union shall pay membership dues as set forth herein except that payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days, or during periods of permanent transfer to a classification not covered by this Agreement.

.D Hold Harmless

The Union agrees that it shall indemnify the Company and save the Company harmless from any and all claims which may be made by the Pilot or Pilots against the Company by virtue of the wrongful application or misapplication of any of the terms of this Section.

.E Collection of Dues

In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

.F Failure to Maintain Membership

The Union agrees notice shall be given the Company at least thirty (30) days before the Company is required to remove a Pilot from his employment by reason of his failure to maintain his membership in good standing in the Union, for repeated instances of becoming arrears in dues payments, and in accordance with Paragraph A of this Article.

.G Assessments

Union assessments will be regarded as dues for the purpose of this section.

SECTION 30
NO STRIKE/NO LOCKOUT

.A Continuance of Operations

During the term of this Agreement, neither the Union nor the Pilots will authorize, cause, or engage in any work stoppage, strike, slowdown, sympathy strike or job action. The Company reserves the right to discharge or otherwise discipline any Pilot taking part in any violation of this provision of the Agreement, and only the Pilot's participation in the proscribed conduct may be the subject of a grievance or a submission to the System Board of Adjustment.

.B No Lockout

During the term of this Agreement, the Company shall not cause, permit or engage any lockout of its Pilots.

SECTION 31
AGREEMENT

This Agreement may be added to, deleted from or modified only through the voluntary mutual consent of the Company and the Union and the Pilot group, and any such modification or amendment will be reduced to writing and signed by the parties.

SECTION 32
EFFECTIVE DATE AND DURATION

This Agreement will become effective on its date of ratification, and will remain in full force and effect through the [DOR + 66 months] day of [DOR + 66 months], 2013. It will automatically renew itself without change each succeeding year unless written notice of a proposed change is served by either party in accordance with the Railway Labor Act, as amended, no later than sixty (60) days prior to the ____ day of _____, 2013 or any ____ day of _____ thereafter.

Signed this ____ day of _____, 2007 .

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this ____ day of ____, 2007.

FOR THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

FOR GOJET AIRLINES, LLC

Donald Treichler
Director, Airline Division

Daniel Reed
Director of Operations

Daniel Heumann
President
Teamsters Local No. 618

Charles Dannels
Negotiating Committee Member

Chad Flolo
Negotiating Committee Member

Letters Of Agreement

LETTER OF AGREEMENT

between

GOJET AIRLINES LLC

and

THE PILOTS

in the service of

GOJET AIRLINES LLC

as represented by

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION

GROWTH OPPORTUNITIES

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 GOJET AIRLINES LLC (the “Company”) and the PILOTS in the service of GOJET AIRLINES LLC, as represented by the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION (the “Union”).

WHEREAS several mainline carriers and their Pilots have entered into restructuring agreements that authorize regional aircraft to be operated by code share partners under the mainline carrier’s designator code, name, logo or marketing identity subject to certain conditions;

WHEREAS agreement to the applicable provisions of “Jets for Jobs” or similar programs is a condition precedent for the Company to operate such regional aircraft;

WHEREAS the Company and the Union wish to obtain growth opportunities through additional code share agreements and facilitate the operation of additional aircraft by the Company;

WHEREAS the Company and the Union have agreed upon certain modifications to their collective bargaining agreement (the “Agreement”) to allow for the operation of additional aircraft by the Company;

NOW THEREFORE, the Company and the Union have agreed as follows:

1. Except as provided herein, the Agreement will apply and govern the terms and conditions of employment of the Pilots covered by the Agreement.

2. If the Company is required to agree to “Jets for Jobs” or a similar program to obtain a code share or capacity purchase agreement with a mainline partner, the terms of any such applicable “Jets For Jobs” or similar program that are relevant to, and modify, the parties’ Agreement are agreed upon and incorporated herein by reference as long as the ratio of positions on the growth aircraft to which furloughed mainline Pilots must be offered opportunities does not exceed 50%.

3. The Company will notify the Union, and provide it with a copy, of the terms of any “Jets for Jobs” or similar program that are agreed upon and incorporated by reference pursuant to the provisions of this Letter of Agreement.

4. This Letter of Agreement will become effective on the date of its signing and will remain in full force and effect concurrent with the Agreement.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this ____ day of _____, 2007.

FOR THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

FOR GOJET AIRLINES, LLC

Donald Treichler
Director, Airline Division

Daniel Reed
Director of Operations

Daniel Heumann
President
Teamsters Local No. 618

Charles Dannels
Negotiating Committee Member

Chad Flolo
Negotiating Committee Member

LETTER OF AGREEMENT

between

GOJET AIRLINES LLC

and

THE PILOTS

in the service of

GOJET AIRLINES LLC

as represented by

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION

TRANSFER OF AIRCRAFT

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 GOJET AIRLINES LLC (the “Company” or “GoJet”) and the PILOTS in the service of GOJET AIRLINES LLC, as represented by the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION (the “Union”).

NOW THEREFORE, the Company and the Union have agreed as follows:

1. For purposes of this Letter of Agreement, a “Substantial Asset Sale” will mean any transaction by which the Company transfers, directly or indirectly, to Trans States Airlines more than 10% of the aircraft on the GoJet operating specifications (D85) in a single transaction or a series of related transactions for value over a 24 month rolling period.

2. The Company will not enter into a substantial asset sale unless the number of Pilots on the GoJet System Seniority list that would be reduced in status by the substantial asset sale is offered employment in position, in seniority order, at Trans States Airlines with full longevity.

3. Any dispute that arises out of an interpretation or application of this Letter of Agreement will be subject to arbitration in accordance with the provisions of Section 1 (Recognition and Scope) of the GoJet Pilots’ Collective Bargaining Agreement (the “Agreement”).

4. This Letter of Agreement will become effective on its date of signing and will remain in full force and effect concurrent with the Agreement.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this
___ day of _____, 2007.

FOR THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

FOR GOJET AIRLINES, LLC

Donald Treichler
Director, Airline Division

Daniel Reed
Director of Operations

Daniel Heumann
President
Teamsters Local No. 618

Charles Dannels
Negotiating Committee Member

Chad Flolo
Negotiating Committee Member

LETTER OF AGREEMENT

between

GOJET AIRLINES LLC

and

THE PILOTS

in the service of

GOJET AIRLINES LLC

as represented by

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION

JET AIRCRAFT WITH FEWER THAN 55 PASSENGER SEATS

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 GOJET AIRLINES LLC (the “Company”) and the PILOTS in the service of GOJET AIRLINES LLC, as represented by the INTERNATIONAL BROHERHOOD OF TEAMSTERS, AIRLINE DIVISION (the “Union”).

WHEREAS the Company does not currently operate jet aircraft with fewer than 55 passenger seats but may some day do so;

NOW THEREFORE, the Company and the Union have agreed as follows:

In the event the Company places into revenue service jet aircraft with fewer than 55 passenger seats, the hourly rates applicable to such aircraft will be as follows:

Captain

LONGEVITY	DOS	DOS+1	DOS+2	DOS+3	DOS+4	DOS + 5
1 st year	\$ 55.05	\$55.88	\$56.71	\$57.56	\$58.43	\$59.30
2 nd year	\$ 56.82	\$57.67	\$58.54	\$59.42	\$60.31	\$61.21
3 rd year	\$ 58.57	\$59.45	\$60.34	\$61.25	\$62.16	\$63.10
4 th year	\$ 60.33	\$61.23	\$62.15	\$63.09	\$64.03	\$64.99
5 th year	\$ 62.08	\$63.01	\$63.96	\$64.92	\$65.89	\$66.88
6 th year	\$ 63.84	\$64.80	\$65.77	\$66.76	\$67.76	\$68.77
7 th year	\$ 65.81	\$66.80	\$67.80	\$68.82	\$69.85	\$70.90
8 th year	\$ 68.00	\$69.02	\$70.06	\$71.11	\$72.17	\$73.26
9 th year	\$ 70.02	\$71.07	\$72.14	\$73.22	\$74.32	\$75.43
10 th year	\$ 72.19	\$73.27	\$74.37	\$75.49	\$76.62	\$77.77
11 th year	\$ 74.17	\$75.28	\$76.41	\$77.56	\$78.72	\$79.90

12 th year	\$ 76.49	\$77.64	\$78.80	\$79.98	\$81.18	\$82.40
13 th year	\$ 78.72	\$79.90	\$81.10	\$82.32	\$83.55	\$84.80
14 th year	\$ 81.19	\$82.41	\$83.64	\$84.90	\$86.17	\$87.46
15 th year	\$ 81.54	\$82.76	\$84.00	\$85.26	\$86.54	\$87.84

First Officer

LONGEVITY	DOS	DOS+1	DOS+2	DOS+3	DOS+4	DOS + 5
1 st year	\$23.00	\$23.35	\$23.70	\$24.05	\$24.41	\$24.78
2 nd year	\$30.00	\$30.45	\$30.91	\$31.37	\$31.84	\$32.32
3 rd year	\$34.00	\$34.51	\$35.03	\$35.55	\$36.09	\$36.63
4 th year	\$35.00	\$35.53	\$36.06	\$36.60	\$37.15	\$37.70

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this ____ day of _____, 2007.

FOR THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

FOR GOJET AIRLINES, LLC

Donald Treichler
Director, Airline Division

Daniel Reed
Director of Operations

Daniel Heumann
President
Teamsters Local No. 618

Charles Dannels
Negotiating Committee Member

Chad Flolo
Negotiating Committee Member

LETTER OF AGREEMENT

between

GOJET AIRLINES LLC

and

THE PILOTS

in the service of

GOJET AIRLINES LLC

as represented by

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION

REVISED LINE GUARANTEE

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 GOJET AIRLINES LLC (the "Company" or "GoJet") and the PILOTS in the service of GOJET AIRLINES LLC, as represented by the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION (the "Union").

NOW THEREFORE, the Company and the Union have agreed to replace Section 5.C. (Line Guarantee) of the Agreement with the following:

When the Company achieves a 98% completion factor for the month, a Pilot who has been available for duty for the entire bid period shall receive the greater of 100% of his published final bid award line value or his actual flight time, adjusted for trip trades or drops. In months that the Company does not achieve a 98% completion factor, a Pilot who has been available for duty for the entire bid period shall receive the greater of 95% of his published final bid award line value or his actual flight time, adjusted for trip trades or drops.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this ___ day of _____, 2007.

FOR THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

FOR GOJET AIRLINES, LLC

Donald Treichler
Director, Airline Division

Daniel Reed
Director of Operations

Daniel Heumann
President
Teamsters Local No. 618

Charles Dannels
Negotiating Committee Member

Chad Flolo
Negotiating Committee Member