



## TENTATIVE AGREEMENT

Attached is a copy of the Tentative Agreement for a new Collective Bargaining Agreement between Frontier Airlines, Inc. and the pilots as represented by the Frontier Airline Pilots Association. As this is a TA pending ratification, you will note that some dates and documents will not be finalized until the Agreement is ratified and goes into effect. These include the recognition letter from Frontier Airlines Holdings, Inc., the Seniority List, the Panel of Arbitrators and the full implementation LOA. The Q & A section will also be significantly expanded with questions during the ratification process, and will continue to be expanded during the life of the Agreement.

We are in the process of scheduling roadshows and the dates for the voting and will publish a schedule as soon as possible.

Captain Jeffrey M. Thomas, President  
Frontier Airline Pilots Association  
18300 E. 71<sup>st</sup> Ave., Suite 140  
Denver, CO 80249

**Frontier Airlines Holdings, Inc. Recognition Agreement**

Dear Captain Thomas:

This letter confirms the following agreement between Frontier Airlines Holdings, Inc. (“Holdings”) and the Frontier Airline Pilots Association (“Association”) with respect to the Collective Bargaining Agreement (“Agreement”) dated XX/XX/2007 between the Association and Frontier Airlines, Inc.

Holdings herein agrees that it, and any successors or assigns, adopts and are bound by the provisions of Section 1.F, G, H, and I of the CBA. For purposes of this letter, a successor or assign of Holdings shall be defined as an entity which acquires all or substantially all of the assets or equity of Holdings through a single transaction or multi-step transactions.

Holdings further agrees that any disputes or grievances which arise out of the interpretation or application of this letter will be resolved in accordance with Section 1.M of the CBA.

Sincerely,

Agreed:

Jeff Potter  
President and CEO  
Frontier Airlines Holdings, Inc.

Captain Jeffrey M. Thomas  
President  
Frontier Airline Pilots Association

1/8/2007

1

11:32:00 AM

***AGREEMENT***

between

FRONTIER AIRLINES, INC.

and

THE AIRLINE PILOTS

in the service of

FRONTIER AIRLINES, INC.

as represented by the

FRONTIER AIRLINE PILOTS ASSOCIATION

## TABLE OF CONTENTS

SECTION 1 – RECOGNITION AND JOB SECURITIES .....	6
A. RECOGNITION .....	6
B. PURPOSE OF AGREEMENT .....	6
C. AMENDMENTS TO AGREEMENT .....	6
D. SEPARABILITY .....	6
E. DEFINITIONS .....	6
F. SCOPE .....	7
G. MERGER PROTECTION .....	8
H. SUCCESSORSHIP .....	8
I. NOTICE .....	8
J. HOLD HARMLESS .....	8
K. REOPENER .....	8
L. MANAGEMENT RIGHTS .....	9
M. EXPEDITED ARBITRATION .....	9
SECTION 2 – GENERAL .....	11
A. UNIFORMS .....	11
B. PARKING .....	11
C. PASS PRIVILEGES .....	11
D. JUMPSEAT .....	11
E. MANUALS .....	11
F. NEW HIRES .....	11
G. CREW HOTEL ACCOMMODATIONS .....	12
H. COPIES OF THE AGREEMENT .....	12
I. EMERGENCY RESPONSE .....	12
J. PRUDENT JUDGMENT POLICY .....	12
K. FLIGHT DATA .....	13
SECTION 3 – SENIORITY .....	15
A. GENERAL .....	15
B. SENIORITY LIST .....	15
C. PROTEST .....	15
D. PROBATION .....	15
E. SENIORITY RIGHTS .....	15
F. SENIORITY RIGHTS FOR RETIRED PILOTS .....	15
SECTION 4 – COMPENSATION .....	17
A. LONGEVITY .....	17
B. AIRCRAFT CATEGORIES .....	17
C. APPLICABLE PAY IN POSITION .....	17
D. PILOT HOURLY PAY RATES .....	17
E. PAY PERIODS .....	18
F. FLIGHT PAY CREDIT .....	18
G. MINIMUM GUARANTEES AND RULES (RIGS) .....	18
H. REASSIGNMENT PAY .....	19
I. CANCELLATION PAY .....	19
J. DISPLACEMENT PAY .....	19
K. SHOW PAY .....	19
L. TAXI PAY .....	19
M. TRAINING PAY .....	19
N. RESERVE PAY .....	20
O. VACATION PAY .....	20
P. MISCELLANEOUS PAY .....	20
Q. COMPANY BONUS PROGRAMS .....	20
R. EXPENSES AWAY FROM DOMICILE .....	20
SECTION 5 – SCHEDULING .....	21
A. GENERAL .....	21

B.	SYSTEM SCHEDULING COMMITTEE (SSC)	21
C.	TELEPHONE RECORDINGS	22
D.	CREW UTILIZATION REPORT	22
E.	ELIGIBILITY TO BID MONTHLY LINES OF FLYING	22
F.	BIDDING MONTHLY LINES OF FLYING	23
G.	BIDDING RECURRENT GROUND TRAINING	23
H.	TIMETABLE	24
I.	MONTH TO MONTH TRANSITION	24
J.	HOURS OF SERVICE	25
K.	DAILY TIMELINE	27
L.	OPEN TIME - GENERAL	27
M.	MONTHLY OPEN TIME (MOT) PROCEDURES	29
N.	RELIEF/RESERVE LINES	30
O.	DAILY OPEN TIME (DOT) PROCEDURES	30
P.	REASSIGNMENT	31
Q.	RESERVE - GENERAL	32
R.	RESERVE - LONG/MEDIUM CALL	34
S.	RESERVE - SHORT CALL	34
T.	RESERVE DROP/TRADE/SWAP	36
U.	VOLUNTARY JUNIOR ASSIGNMENT (VJA)	36
V.	JUNIOR ASSIGNMENT (JA)	37
W.	DISPLACEMENTS	37
X.	DECLARED IRREGULAR OPERATIONS	37
	SECTION 6 - STAFFING ADJUSTMENTS	39
A.	GENERAL	39
B.	EFFECTIVE DATE	39
C.	MASTER BID	39
D.	VOLUNTARY STAFFING ADJUSTMENT	39
E.	INVOLUNTARY STAFFING ADJUSTMENT	39
	SECTION 7 - MOVING EXPENSES	41
	SECTION 8 - VACATIONS	43
A.	GENERAL	43
B.	ACCRUAL	43
C.	VACATION BIDDING	43
D.	OPEN TIME	43
E.	VACATION TRADES /SWAPS	43
F.	VACATION OVERLAP/ SLIDE OR TRIP INTERFERENCE	44
G.	CANCELLED VACATIONS	44
H.	CHANGE OF STATUS	44
I.	VACATION BID PERIODS	44
	SECTION 9 - LEAVES OF ABSENCE	47
A.	GENERAL	47
B.	ASSOCIATION LEAVE OF ABSENCE	47
C.	BEREAVEMENT LEAVE OF ABSENCE	47
D.	COMPANY OFFERED LEAVE OF ABSENCE (COLA)	48
E.	EMERGENCY LEAVE OF ABSENCE	48
F.	FAMILY AND MEDICAL LEAVE OF ABSENCE (FMLA)	48
G.	JURY DUTY/WITNESS LEAVE OF ABSENCE	49
H.	MATERNITY LEAVE OF ABSENCE	49
I.	MEDICAL LEAVE OF ABSENCE	50
J.	MILITARY LEAVE OF ABSENCE	50
K.	PERSONAL LEAVE OF ABSENCE	51
L.	ACCRUALS AND PAY	52
	SECTION 10 - ON THE JOB INJURIES (OJI)	53
	SECTION 11 - INSURANCE, AEROMEDICAL AND LONG TERM DISABILITY BENEFITS	55
A.	HEALTH AND WELFARE BENEFITS	55
B.	AEROMEDICAL	55

C. LONG TERM DISABILITY .....	55
SECTION 12 – DISPUTE AND GRIEVANCE.....	57
A. GENERAL .....	57
B. DISPUTE RESOLUTION .....	57
C. TIME LIMITS.....	57
D. FIRST LEVEL OF GRIEVANCE – ASSOCIATION GRIEVANCE TO THE CHIEF PILOT .....	57
E. SECOND LEVEL OF GRIEVANCE – ASSOCIATION APPEAL TO THE VICE PRESIDENT FLIGHT OPERATIONS. ....	57
F. THIRD LEVEL OF GRIEVANCE – APPEAL TO THE SYSTEM BOARD OF ADJUSTMENT .....	58
SECTION 13 – INVESTIGATION AND DISCIPLINE.....	59
A. GENERAL .....	59
B. TIME LIMITS FOR COMPANY TO INITIATE DISCIPLINARY PROCEDURES.....	59
C. RECORD KEEPING.....	60
D. HEARING .....	60
E. COMPANY DECISION .....	60
F. ASSOCIATION APPEAL .....	61
SECTION 14 – SYSTEM BOARD OF ADJUSTMENT.....	63
A. GENERAL .....	63
B. COMPOSITION AND APPOINTMENTS TO SBA .....	63
C. REFERRALS TO THE SBA.....	64
D. SETTLEMENT, MEDIATION AND SBA BYPASS MEETING .....	64
E. SBA HEARING DATE AND NOTIFICATION.....	64
F. DOCUMENTATION, INFORMATION AND WITNESS LIST .....	64
G. REPRESENTATION.....	64
H. ORDER OF PRESENTATION, EVIDENCE AND WITNESSES.....	65
I. SBA DECISION .....	65
J. DEADLOCK.....	65
SECTION 15 – SICK LEAVE.....	67
A. GENERAL .....	67
B. SICK LEAVE ACCRUAL/CREDIT .....	67
C. USE OF SICK LEAVE.....	67
D. NOTIFICATION.....	68
E. RETURN TO WORK .....	68
SECTION 16 – RETIREMENT .....	69
A. EMPLOYEE STOCK OWNERSHIP PLAN OF FRONTIER AIRLINES, INC. (ESOP) .....	69
B. FRONTIER AIRLINES, INC. RETIREMENT SAVINGS PLAN-401(k).....	69
C. DEFINED CONTRIBUTION (“DC”) PLAN.....	69
D. RETIREE PASS BENEFITS.....	70
E. RETIREE MEDICAL.....	70
SECTION 17 – MISSING, INTERNMENT, PRISONER OF WAR, HOSTAGE OR HIJACKING BENEFITS .....	71
SECTION 18 – NO-BID AND MANAGEMENT PILOTS .....	73
A. GENERAL .....	73
B. MANAGEMENT PILOTS .....	73
C. DOUBLE BID SYSTEM.....	73
D. NO-BID PILOTS.....	73
SECTION 19 – REDUCTION IN FORCE, FURLOUGH AND RECALL .....	75
A. GENERAL .....	75
B. CREW REDUCTION .....	75
C. NOTICE OF FURLOUGH.....	75
D. FURLOUGH PAY AND BENEFITS .....	75
E. RECALL FROM FURLOUGH.....	75
F. INFORMATION DISTRIBUTION.....	75
G. JUMPSEAT AND PASS PRIVILEGES WHILE ON FURLOUGH .....	75
H. CONSIDERATION FOR CONTINUED EMPLOYMENT.....	76
SECTION 20 – TRAINING .....	77
A. GENERAL .....	77

B.	SCHEDULING OF TRAINING EVENTS .....	78
C.	BIDDING FOR TRAINING.....	79
D.	PAY DURING TRAINING .....	79
E.	PERFORMANCE STANDARDS .....	79
F.	RECURRENT LINE CHECKS .....	81
SECTION 21 – DUES CHECK-OFF AND UNION SECURITY .....		83
A.	CHECK-OFF .....	83
B.	DUES CHECK-OFF FORM.....	83
C.	AGENCY SHOP CHECK-OFF FORM.....	84
D.	AGENCY SHOP .....	84
SECTION 22 – MEDICAL STANDARDS.....		87
SECTION 23 – DEFINITIONS .....		89
SECTION 24 – DURATION AND TERMINATION.....		93
APPENDIX 1 – SENIORITY LIST .....		95
APPENDIX 2 – PANEL OF ARBITRATORS .....		97
APPENDIX 3 – RESERVE ASSIGNMENT FLOW CHART.....		99
APPENDIX 4 – Q & A.....		107

## LETTERS OF AGREEMENT

LOA 01 Implementation  
[LOA 02 Health Insurance](#)

# SECTION 1

## RECOGNITION AND JOB SECURITIES

### A. RECOGNITION

In accordance with the certification of Case No. R-6630, 26 NMB, No. 18 issued by the National Mediation Board on December 3, 1998, Frontier Airlines, Inc. (hereinafter known as the "Company") recognizes the Frontier Airline Pilots Association (hereinafter known as the "Association" or "FAPA") as the duly designated and authorized collective bargaining representative of the Pilots employed by the Company with the authority and obligations to represent them for the purposes of the Railway Labor Act, as amended.

### B. PURPOSE OF AGREEMENT

1. This Collective Bargaining Agreement ("Agreement") is made and entered into between the Company and the Association.
2. The purpose of this Agreement, in the mutual interest of the Company and the Association, is to provide for the operation of the Company under methods which shall further, to the fullest extent possible, the safety of air transportation, the efficiency of operation, the sustained profitability of the Company and the continued employment of all Pilots under reasonable working conditions and with proper compensation. It is recognized to be the duty of the Company, the Association and the employees to cooperate fully and make it their highest priority to provide to the traveling public high quality, affordable, uninterrupted air transportation while maintaining a desirable work environment.
3. No statement contained herein shall be construed to prohibit an employee from conferring with management on any issue not specifically covered in this Agreement.

### C. AMENDMENTS TO AGREEMENT

Either party hereto may, at any time, propose in writing to the other party any amendment which it may desire to make to this Agreement, and if such amendment is agreed to by both parties hereto, such amendment shall be stated in writing, signed by both parties, and shall then be deemed incorporated in, and shall become part of, this Agreement. No amendment hereto will be valid unless in writing and duly and properly executed by both parties.

### D. SEPARABILITY

Should any provision in this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the Company and the Association shall thereupon seek to negotiate substitute provisions which are in conformity with applicable law.

### E. DEFINITIONS

1. "Affiliate" means, with respect to a specified Entity: (a) any Subsidiary or Parent of the specified Entity, or (b) any Subsidiary or Parent of either a Parent or a Subsidiary of the specified Entity, or (c) any Entity that Controls the specified Entity or is Controlled by the specified Entity whether directly or indirectly through the Control of other Entities.
2. "Control" or a "Controlling interest" of an Entity shall mean the ownership of an equity interest representing more than 50% of the outstanding capital stock of an entity or voting securities representing more than 50% of the total voting power of outstanding securities then entitled to vote generally in the election of such Entity's board of directors or other governing body.
3. "Entity" means a natural person, corporation, association, partnership, trust or any other form for conducting business, and any combination or concert of any of the foregoing.
4. "Fence Agreement" shall mean an agreement to keep the seniority lists and operations of 2 pilot groups separate and distinct for a pre-determined period of time.
5. "Force Majeure" means extraordinary event or circumstance beyond the control of the Company, such as:
  - a. An act of God;
  - b. Grounding or repossession of a substantial number of the Company's aircraft;
  - c. Reduction in flight operations because of a decrease in available fuel supply or other critical materials due to either governmental action or commercial suppliers being unable to provide sufficient fuel or other critical materials for the Company's operations;
  - d. Revocation of the Company's operating certificate(s);
  - e. A U.S. Government declared national emergency affecting the Company's operations, or a war on U.S. soil;
  - f. Any delay, not caused by the Company, in delivery of new aircraft scheduled for delivery;
  - g. An ongoing labor dispute involving the Company's employees;
  - h. Loss or destruction of the Company's aircraft.
6. "Holdings" means the Parent company of Frontier Airlines, Inc.
7. "Parent" means any Entity that Controls another Entity.



8. "Scheduled Airline Service" means all flying of passengers and freight on Company aircraft as reflected in the Official Airline Guide and any other schedule or timetable published in print or electronic form by the Company, and the following activities performed in support of the Company's scheduled airline service: charter flights, extra section flights, ferry flights and any other revenue flights.
9. "Subsidiary" means any Entity that is controlled by another Entity.

F. SCOPE

1. Except as otherwise provided in this Agreement, all flying for the Company, or on the Company's aircraft (whether leased to, contracted for, or owned by the Company) in its Scheduled Airline Service or under the Company's operational control, including wet leases (aircraft and crew) and contracting for other carrier Entities (government, military or commercial), but not dry leases (aircraft but no crew) to other carriers or Entities, shall be performed by Pilots on the Seniority List.
2. The Company, or any Affiliate thereof, shall not establish or acquire an "alter ego" for the purpose of transferring the assets of the Company to such airline or Entity and/or avoid the terms and conditions of this Agreement.
3. The Company, or an Affiliate thereof, shall only be permitted to operate aircraft outside the Company with pilots not on the Seniority List in accordance with the following:
  - a. Unlimited turboprop aircraft with no more than 78 seats and a certificated max gross takeoff weight of no more than 64,500 pounds.
  - b. For Small Jets ("SJs") with no more than 88 seats and a certificated max gross takeoff weight of no more than 85,517 pounds, a maximum of:
    - 1) 1 SJ (rounded up to a whole number, if necessary) for every 2 Company aircraft in operation on the date of signing of this Agreement ("Base SJ Limit"); and
    - 2) 1 SJ for each additional Company aircraft added after the date of signing of this Agreement ("Growth SJ Limit").
    - 3) Of the total number of SJs permitted under this section (being the Base SJ Limit plus the Growth SJ Limit), no more than the greater of 12 or 33% (rounded down to a whole number, if necessary) of the total number of SJs may be SJs with 78 to 88 seats and a certificated maximum gross takeoff weight between 82,011 and no more than 85,517 pounds. The balance of the total number of SJs permitted under this section may be SJs with up to 78 seats and a certificated maximum gross weight of 82,011 pounds.

For example, if there are 55 Company aircraft in operation at the date of signing of this Agreement, a maximum of 28 SJs will be permitted, and these 28 SJs may include up to 12 of the 78 to 88 seat SJs. After the date of signing of this Agreement, one additional SJ may be added for each additional Company aircraft placed in operation. For example, if there are 55 Company aircraft in operation at the date of signing of this Agreement and 16 Company aircraft are then added (for a total of 71 aircraft operating for the Company), a maximum of 44 SJs will be permitted, and these 44 SJs may include up to 14 of the 78 to 88 seat SJs.
  - c. Subject to Paragraph 3.b. above, once the limitations above are met, the Company fleet shall not be reduced without a prior and equal reduction of the SJ fleet, with the following limitations:
    - 1) The requirement to reduce the SJ fleet shall not apply if the Company or Holdings cannot do so without incurring significant adverse cost or financial liability to itself. If the number of SJs cannot be reduced consistent with this paragraph, the Company shall reduce the number of SJs by modifying its arrangements with the carrier(s) performing "Frontier Express" flying at the time those arrangements are next open for renewal to the extent any such reduction(s) in SJs are then necessary to come within the meaning of paragraph 3.b. If the protections against reducing the RJ fleet are invoked as provided for in this Section F.3.c.1) for more than one year, the Company shall meet with the Association to discuss resolving the impact to the Pilots; and
    - 2) The SJ fleet shall not be required to be reduced below the Base SJ Limit.
  - d. The allowances described in Section 1, F.3.b through c shall not apply to aircraft operated for Entities other than Affiliates.
4. Nothing in this Section shall preclude the Company from entering into a code share agreement, a marketing agreement, an interline agreement, or a pro-rate or block space agreement, so long as such agreements do not result in the furlough of any Pilots on the Seniority List.
5. Notwithstanding Paragraph F.1. of this Section, the Company may assign, wet lease or contract out present or future flying for a period of 90 days per occurrence during the term of this Agreement. The duration of this assignment, wet lease, or subcontract, may be extended for a period of 30 days with approval of the Association. The Company shall notify the Association President prior to executing the assignment, subcontracting, or wet lease agreement. The following conditions shall apply:
  - a. Such conduct is necessary to accomplish the needs of service of the Company, and,
  - b. The Company does not have sufficient aircraft and Pilots to perform such flying, and,
  - c. No Company Pilot is on furlough status or is displaced as a result of such contracting out of revenue flying, and,
  - d. Such subservice cannot be more than 10% of the Company's scheduled airline service.

*All flying is done by FAPA Pilots (except as allowed by Para. 3.*

*Allowances for flying by non-FAPA Pilots.*

*Mainline reduction clause.*

*Temporary Scope exceptions.*

6. Notwithstanding Paragraph F.1. of this Section, the Company may use manufacturer's pilots to qualify the Instructor Pilots, Check Airmen, and Pilots on a new aircraft type, and may use non-Seniority List pilots in connection with aircraft transactions and non-revenue flying.
7. Notwithstanding Paragraph F.1. of this Section, should the Company enter into an aircraft interchange agreement with another carrier, such agreement shall not be entered into if there are any Company Pilots on furlough, and may not result in the furlough or displacement of any Company Pilot(s).
8. In the event of a Force Majeure event, the parties shall promptly meet and confer to address the consequences of such event(s) and the appropriate response thereto. The objective of such discussions will be to achieve a mutually acceptable response, which shall, to the maximum extent reasonable, protect the Company's scheduled airline service without unreasonably burdening the Pilots.

G. MERGER PROTECTION

1. In the event of a merger between the Company and another air carrier (i.e. the combination of all or substantially all the assets of the 2 carriers) where the pre-merger operations are integrated, the integration shall be in accordance with Sections 2, 3, and 13 of the Labor Protective Provisions specified by the Civil Aeronautics Board in the Allegheny-Mohawk merger ("Allegheny-Mohawk LPP's"). The term merger as used herein means joint action by the 2 carriers whereby they unify, consolidate, merge, or pool in whole or in part their separate airline facilities or any of the operations or services previously performed by them through such separate facilities.
2. In the event the Company acquires all or substantially all of the assets or equity of another air carrier, or another air carrier acquires all or substantially all of the assets or equity of the Company, the Company shall meet promptly with the Association to negotiate a possible Fence Agreement to be in effect during the period, if any, the 2 carriers are operated separately without integration of the Pilot work force. These discussions shall not be pursuant to Section 6 of the Railway Labor Act, as amended, and reaching an agreement with the Association shall not be a prerequisite for closing, or any other aspect of the transaction or operations pursuant to the transaction.

*Companies will attempt to integrate seniority lists if merger.*

H. SUCCESSORSHIP

1. This Agreement shall be binding upon any successor or assign of the Company unless and until changed in accordance with the provisions of the Railway Labor Act, as amended. For the purposes of this Paragraph H, a successor or assign shall be defined as an Entity, which acquires all or substantially all of the assets or equity of the Company through a single transaction or multi-step, related transactions.
2. No contract or other legally binding commitment involving a successor or assign shall be signed or otherwise entered into unless it is agreed as a material and irrevocable condition of entering into, concluding and implementing such transaction that the successor shall be bound by this Agreement, shall recognize the Association as the representative of the Pilots, and shall assume the employment of the Pilots.

*Successor is bound to the CBA and must employ Pilots.*

I. NOTICE

1. If the Company, or any Affiliate thereof, enters into any definitive agreement of acquisition or merger, with any other air carrier, or any other Entity which has control of, or acquires control of another air carrier, it shall notify the Association, in writing, of the proposed acquisition or merger within 3 working days after the execution of such agreement.
2. The Company must give written notice of the existence of this labor agreement to any air carrier, or any other Entity, which has control of, or acquires control of, another air carrier with which the Company enters into an agreement of acquisition or merger. A copy of this written notice shall be given to the Association, no later than 3 working days after the parties have signed an agreement of acquisition or merger.

J. HOLD HARMLESS

1. No Pilot, nor their estate, shall be required to pay for the costs of aircraft, equipment or other property damaged when such damage arises out of the performance of their duties with the Company as a Pilot unless such damages are a result of the willful negligence of the Pilot.
2. The Company shall indemnify a Pilot or their estate and provide defense against any claims, whether by third parties or by fellow employees, arising out of such Pilot's performance of their duties with the Company as a Pilot, unless such claims arise from the willful negligence of the Pilot.

*Pilots not responsible for accidental damage.*

K. REOPENER

1. In the event the Company, for the duration of this Agreement, should
  - a. acquire for use any new type of aircraft other than Airbus A318, A319 or A320, or
  - b. establish any new classification for employees employed within the bargaining unit not in existence on the date of this Agreement,then this Agreement, at the sole request of the Association, shall be reopened for the sole purpose of negotiating wages, relocation expenses, bidding, hours or conditions of employment particularly applicable to the situation. These negotiations shall not be pursuant to Section 6 of the Railway Labor Act, as amended. This shall not prevent the Company from acquiring and placing into service any new type of aircraft or hiring, training, and placing into service such classification of employee prior to reaching an agreement.
2. In the event the Company should open a new Domicile, the Company and the Association shall agree on the applicable sections of this Agreement that shall be reopened. This shall not prevent the Company from opening a new Domicile prior to reaching an agreement on the opened sections. These negotiations shall not be pursuant to Section 6 of the Railway Labor Act, as amended.

L. MANAGEMENT RIGHTS

1. The right to manage and direct the work force, subject to the provisions of this Agreement, is vested in the Company.
2. Employees covered by this Agreement shall be governed by all reasonable rules, regulations and orders issued by the Company.

M. EXPEDITED ARBITRATION

The Company agrees that any grievance filed by the Association alleging a violation of Section 1 of this Agreement shall bypass the initial steps of the grievance process, and shall be submitted, heard and resolved through binding arbitration on an expedited basis directly before the System Board of Adjustment sitting with a mutually agreed upon neutral arbitrator. If a mutually agreed upon neutral arbitrator cannot be selected within 3 days of the filing, an arbitrator shall be selected pursuant to [Section 14, Paragraph J.2.a.](#) of this Agreement. The dispute shall be heard no later than 15 days following the submission to the System Board (subject to the availability of the arbitrator) and the decision rendered no later than 30 days after the hearing, unless the parties agree otherwise in writing. Any fees or other expenses incurred by the arbitrator shall be shared equally by the Company and the Association.



## SECTION 2 GENERAL

### A. UNIFORMS

1. All Pilots are required to wear the Company approved uniform while on duty. While Deadheading, Pilots may wear the approved uniform or other attire consistent with the Company's non-rev travel policies. The uniform must be clean and neat at all times. The Pilot shall purchase at least 1 tie, 1 uniform jacket, 1 hat, 1 pair of epaulets, 2 pair of trousers, and 4 shirts. If purchased from the Company, the uniforms shall be at cost. The Company shall provide the necessary insignia to each Pilot. The Company shall offer to the Pilot a payroll deduction plan at a minimum of \$20.00 per pay period (up to a maximum due amount of \$1000.00) to assist the Pilot in the purchase of the uniform. Any balance owed to the Company from any purchases made on a payroll deduction basis shall be deducted from an employee's final paycheck upon termination of employment. *Uniform requirements.*
2. The Company shall pay each Pilot a uniform maintenance fee of \$20.00 per pay period to be used for care and replacement of the uniform.
3. In the event a change is made to the uniform by the Company, the Company shall bear the initial cost of the uniform. Should the uniform change require a complete uniform, the Company shall provide to the Pilot the following: 1 uniform jacket, 1 hat, 1 tie, 1 pair of epaulets, 2 pair of trousers, 4 shirts. Replacement of individual uniform items shall be the responsibility of the Pilot. Appropriate uniform shoes and socks shall be the responsibility of the Pilot. *Uniform change.*

### B. PARKING

The Company shall provide parking at no charge to the Pilot in the Pilot's Domicile. The Company shall provide transportation to and from the parking area to the Operations area. Parking shall be paved, lighted, and secured.

### C. PASS PRIVILEGES

1. The pass privileges established by Company policy, and in effect at the signing of this Agreement, shall apply to all active and retired Pilots. The pass program may change, but under no circumstances would Pilot privileges be less than the general population of employees. *Pass privileges shall at least those of other employees.*
2. Any additional pass privileges, whether characterized as a benefit, perk or compensation (other than a higher boarding priority extended to Officers and Directors under the current pass policy) that are part of a Department-wide program, extended to other employees of the Company during the term of this Agreement, shall also be extended to the Pilots, retired Pilots, surviving spouses, and/or their dependents on similar or equivalent terms.
3. The Association shall be provided a reasonable number of positive space online passes for Association Business with the approval of the Vice President - Flight Operations or other Company official.

### D. JUMPSEAT

1. The jumpseat on any Company flight shall be available to all Pilots and other authorized personnel.
2. The jumpseat shall be offered in accordance with a Company Flight Operations Manual with regard to boarding priority, cockpit etiquette, etc.
3. The Company will meet with the Association prior to making any material change to the jumpseat policy.
4. The Company will allow as many jumpseat riders as can be accommodated to travel in passenger seats after all other higher priority non-revenue passengers have been accommodated.
5. The Company shall participate in the Cockpit Access Security System (CASS).

### E. MANUALS

1. Manuals to be provided to Pilots include, but are not limited to, Employee Manual, appropriate Flight Operations Manuals, Approach Plates, Enroute Charts and revisions as they are released.
2. Manuals and revisions issued to Pilots by the Company shall be paid for by the Company.
3. The Company shall be responsible for distributing any and all revisions required to keep the Pilot manuals current. These revisions shall be put in each Pilot's "V" file at their respective Domicile. Pilots are responsible for filing all Company issued revisions in their respective manuals.
4. Each Pilot must maintain their manuals in good condition at all times, excluding normal wear and tear. Manuals may be replaced in accordance with the Company policy as specified in FOM Volume 1. FOM Volume 1 shall specify a reasonable policy for replacing manuals.
5. It is the responsibility of the Pilot to return all manuals upon leaving the employ of the Company.

### F. NEW HIRES

1. The Company shall provide to the Association a list of New Hire Pilots within 7 Calendar Days of the start of the New Hire Pilot class. This list shall include the full name, complete addresses & phone numbers of every Pilot included in the class. *Company shall provide new-hire information and meeting time to the Association.*
2. The Company shall schedule a 2 hour period during basic indoctrination to allow the Association President, and/or his designee, to address the New Hire Pilot class. The time and date of each meeting shall be mutually agreed upon between the Company and the Association.

G. CREW HOTEL ACCOMMODATIONS

1. The Association and the Company shall mutually agree on layover accommodations. The Association shall not unreasonably withhold its agreement on layover accommodations, taking into consideration the provisions of Paragraph 3. A current list of hotels shall be published each month by Flight Operations.
2. The Company shall provide all Pilots with single room accommodations.
3. At a minimum, the Company shall require the hotel to provide the following items (the Association may grant exceptions to any of these on a case-by-case basis):

*Hotels shall be mutually agreed upon based on listed items.*

a. Required Items

Hotel Services:

Reliable, complimentary van service to and from the airport  
Expedited check-in  
Dependable message service  
Reliable wake-up calls  
Check cashing up to \$25.00  
Complimentary local phone calls and toll-free access  
Ice machines or vending located within 1 floor  
Free internet access

Location:

Reasonably safe neighborhood for walking or running  
Eating establishments within a safe, 5 minute walk from the hotel

Security:

Limited "after hour" entrances  
Property monitored by video or security guard  
Well lit hallways  
Smoke detectors and sprinklers in each room  
Doors with peepholes and double locks

Rooms:

Non smoking, single rooms  
Second floor or above, away from traffic noise, ice machines and elevators  
Coffee maker, iron/board, hair dryers in each room

b. Preferred Items

Business center  
Airline discount at restaurant with Frontier I.D.  
Free Wireless Internet  
Fitness center  
Gift shop  
Pool  
Van service to local restaurants, malls, movies  
Vacation rates for Frontier employees

4. The Company and the Association acknowledge that isolated incidents that do not meet the requirements as outlined in G.3.a. above will occur from time to time and that such isolated incidents are outside of the Company's control. The Company shall address such incidents when a pattern of non-compliance by a hotel becomes evident. Pilot complaints or compliments should be submitted to the FAPA Hotel Committee.
5. When a Sequence has a scheduled ground time to exceed 4 hours, single room accommodations shall be provided. If the ground time is not scheduled to exceed 4 hours, but System Operations Control (SOC) reasonably expects the total ground time to exceed 6 hours, the crew may request and the Company shall provide a single accommodation hotel room for each Pilot.
6. Should a crew have to wait for 40 minutes or more from Block In for hotel transportation, the crew shall be permitted to call for alternate transportation to/from the hotel. The hotel shall be charged for this alternate transportation at the time of the occurrence. If the hotel refuses to pay, the Captain shall submit an expense form with proper receipts, and be reimbursed for this amount.

*Hotel will be provided for long ground times.*

*Taxi may be called after 40 minutes.*

H. COPIES OF THE AGREEMENT

1. The Company shall provide each Pilot with a current copy of the Agreement within the first 14 Calendar Days of starting New Hire Pilot training.
2. Copies of any subsequent revisions, Letters of Agreement or Memoranda of Understanding shall be provided by the drafting party electronically to the other party within 5 Calendar Days of signing, and by the Company in Jeppesen size format to each Pilot's "V" file within 10 Calendar Days of signing.
3. The Company may charge an individual Pilot for the actual cost of any requested replacements.

*Company shall provide copies of the CBA and LOAs to Pilots. Replacements may be charge to Pilots.*

I. EMERGENCY RESPONSE

The Company shall notify the Association immediately of any accident or incident (as defined by Frontier's Safety and Security Department) involving a Company aircraft and a Pilot or Pilots. The Association shall treat any information provided as highly confidential.

J. PRUDENT JUDGMENT POLICY

1. A Pilot is expected to arrive at his Domicile or place of report with sufficient time and with adequate rest prior to beginning scheduled duty, allowing for factors such as adverse weather, traffic and flight loads. A Pilot who follows the provisions of this policy shall not be subject to disciplinary action unless a pattern of inability to report on time has been established.
2. A Pilot who is unable to report to his Domicile or place of report as scheduled, due to an interruption in his travel plans, will notify Crew Scheduling as soon as possible. The Pilot shall return to work in accordance [Section 15.E.3](#).
3. Any Pay Credits lost under this section will be deducted from the Pilot's total monthly Pay Credits. It will be the responsibility of the Pilot to make up any Pay Credits lost under this provision if required by [Section 5.L.3](#).
4. A Pilot who travels by air will not be eligible for treatment under this policy unless he has attempted to travel on at least 2 flights online and/or offline. For offline travel the Pilot shall use all available information to select flights that show adequate seat availability within 24 hours of the departure. The seat availability shall be based on the type of travel planned by the Pilot (e.g. jumpseat, Non-Rev travel via interline agreement, etc.). For online travel the jumpseat shall be awarded in accordance with the Frontier Airlines jumpseat policy. In any case the flight(s) shall be scheduled to arrive at his Domicile at least 1 hour prior to his scheduled Report Time.
5. A Pilot shall not avail himself of this policy to take advantage of irresponsible commuting.
6. If the FAA amends its policies to treat commuting as a break in a Pilot's Rest Period (considers commuting as duty time) this policy would be canceled and the Company and Association will seek agreement on a suitable replacement for this Paragraph J.

*Commuting allowances.*

K. FLIGHT DATA

1. Definitions for the purposes of this Section:
  - a. "Flight Information Recorder" or "FIR" means any device, equipment or system on the aircraft that transmits, records and/or collects flight data, audio or video data or any other electronic record. These devices include, but are not limited to Flight Data Recorders, Cockpit Voice Recorders, and Cockpit Video Recorders.
  - b. "Information" means any data which is transmitted, recorded or collected by using a Flight Information Recorder. The term "Information" shall further include tapes, transcripts, reports, papers, memos, statements, studies, charts, graphs or any other description, analysis or compilation of data.
2. Information obtained from a FIR shall not be used as a basis, in whole or in part, for investigation, discipline or discharge action against a Pilot. Such information shall not be used in any investigation, disciplinary proceeding, grievance proceeding, or subsequent System Board of Adjustment.
3. Information obtained from a FIR shall not be used by the Company to evaluate or monitor the judgment or performance of an individual Pilot or crew, except under the provisions of a mutually agreed upon Flight Operations Quality Assurance (FOQA) program.
4. Information obtained from a FIR shall not be used as a basis, in whole or in part, to justify or require a Pilot's submission to a non-recurrent proficiency check or a line check.
5. The Association agrees to participate jointly with the Company in a mutually agreed upon Flight Operations Quality Assurance (FOQA) program. Details of the operation of this program shall be in accordance with an FAA-approved FOQA Implementation and Operations (I & O) Plan and a memorandum of understanding entered into between the Company and the Association.

*Data shall not be used for investigation or discipline.*





## SECTION 3

### SENIORITY

#### A. GENERAL

1. The seniority of a Pilot shall begin to accrue from the date the Pilot is first placed on the Company payroll as a Pilot, and shall continue to accrue thereafter during all service as a Pilot except as provided in this Agreement. When 2 or more Pilots are hired on the same date, their names shall be placed on the Seniority List according to their Date of Birth, with the oldest Pilot receiving the lowest number (i.e. highest seniority).
2. A Frontier employee who is hired as a Pilot shall be placed on the top of the Seniority List within his New Hire class regardless of their age within that class. When 2 or more Frontier Employees are hired as Pilots on the same date, the seniority between these Pilots shall be according to his current Company seniority.

*Determining seniority.*

#### B. SENIORITY LIST

A Seniority List shall be maintained by the Company according to the following provisions:

1. A copy of the Seniority List as of the date of this Agreement is attached as [Appendix 1](#) to this Agreement and is expressly made a part of this Agreement.
2. The Association shall be made aware in writing of any changes made to the Seniority List within 5 Calendar Days of the change.
3. An accurate copy of the Seniority List shall also be maintained and posted by the 1<sup>st</sup> Wednesday each month on the Company intranet. This Seniority List shall include the following items:
  - a. The names of all Pilots with seniority rights
  - b. Date of Hire
  - c. Date of Birth
  - d. Equipment
  - e. Seat
  - f. Domicile

#### C. PROTEST

1. Pilots shall have 60 days from their date of hire as a Pilot to protest to the Company any omission or incorrect information affecting their seniority.
2. In addition, during the calendar month of October each year, a Pilot shall be permitted to protest to the Company any omission or incorrect information affecting his seniority. A Pilot on leave during October shall have a period of 30 days from the date of return to work during which to file such protest. Any discrepancy which was not protested during this period cannot be protested until the next October.

*Protest of seniority.*

#### D. PROBATION

1. Except as specifically provided in this Agreement, Probationary Pilots enjoy the same rights and privileges afforded non-Probationary Pilots.
2. Each Pilot shall be on Probation from his date of hire as a Pilot. Such Probationary period shall continue for a period of 12 months from the date of hire as a Pilot or the successful completion of the Probationary Proficiency Check ("Probationary PC") as described in [Section 20](#), whichever comes later. Such Probationary Period shall be extended by any period during the Probationary period in which the Pilot is on furlough or leave of absence of 30 days or more.
3. All Probationary Pilots may have a personal records review conducted by the Chief Pilot, or his designee, prior to the Probationary PC. This review may be requested by the Probationary Pilot. Any problems or discrepancies noted will be addressed with the Pilot.

*Probation is later of 12 months from date of hire (or as extended by LOA) or first PC.*

#### E. SENIORITY RIGHTS

A Pilot shall forfeit all seniority rights and his name shall be removed from the Seniority List under the following conditions:

1. Retirement (other than an FAA mandated retirement covered under Paragraph F.), resignation, or discharge.
2. Decline recall subject to bypass provisions of [Section 19.E.3](#).
3. Failure to return to work from furlough in accordance with [Section 19](#).
4. Not recalled in accordance with [Section 19.E.1](#).

*Forfeiture of seniority rights.*

#### F. SENIORITY RIGHTS FOR RETIRED PILOTS

Should federal law or regulations change to allow a Pilot who has retired due to the FAA mandated retirement to return to flying status, he may return to work under the following conditions:

1. The retired Pilot shall have his seniority and Longevity frozen as of the date of his retirement.
2. The Pilot shall not retain or accrue sick or vacation during the period of his retirement.
3. Captain and First Officer Voluntary Staffing Adjustments VSAs shall be posted on the Company website. The retired Pilot shall be responsible for bidding for a VSA and must be senior enough to hold a posted VSA.
4. If the retired Pilot has less than 12 months available from the posted VSA date to his new federally mandated retirement date, the Company shall have the option to bypass and pay protect the Pilot.

*Age-60 retirees may return to vacancies they can hold.*

5. A retired Pilot who returns to work shall be placed back on the Seniority List with the seniority held at the time of his retirement and shall be subject to all provisions of the Agreement.

## SECTION 4 COMPENSATION

**A. LONGEVITY**

1. Longevity shall begin to accrue on the date a Pilot first reports for initial training and shall continue to accrue except as otherwise provided in this Agreement.
2. When a Pilot is advanced from one Longevity pay status to the next, pay in such status will begin at the beginning of the pay period that includes the anniversary date.

**B. AIRCRAFT CATEGORIES**

1. For pay purposes the Airbus A318, A319, and A320 shall be considered in the same category.
2. The addition of any aircraft other than those listed in B.1. above will require an opening of this Section of this Agreement. The Company and the Association shall meet within 30 days of the public announcement of the new aircraft to discuss and agree on hourly rates for the new aircraft.

**C. APPLICABLE PAY IN POSITION**

1. When a Pilot is upgraded, the Pilot's Hourly Rate in such status shall begin on the earlier of successful completion of the Final Line Check, or 70 days from the start of training.
2. For Pilots moving from Captain to First Officer, the Pilot's First Officer Hourly Rate shall begin 7 days from the start of training. However, if a Pilot moves from Captain to First Officer as a result of an Involuntary Staffing Adjustment (ISA), that Pilot shall continue to receive Captain pay until 7 days after the start of training, or for a minimum of 15 days from the date of the posting of the associated Involuntary Staffing Adjustment (VSA) (not including the posting date), whichever is later.
3. Pay Credits accumulated by a Captain Qualified First Officer who flies as a Captain shall be paid at his applicable Captain Hourly Rate.

*Definitions of start of pay in new Position.*

**D. PILOT HOURLY PAY RATES**

A Pilot on the Seniority List as of 3/1/07 shall remain at his Hourly Rate as of 3/1/07 as defined by Table I, until his rate would increase according to the rates in Table II. Pilots who are added to the Seniority List or upgrade after 3/1/07 shall be paid in accordance with Table II.

Example 1: A Captain in his 5<sup>th</sup> year of Longevity as of 3/1/07 with an anniversary date of June 1 shall continue to be paid at the rate of \$136.66/hr. On 6/1/08, his Hourly Rate will become \$138.13 and will continue in accordance with Table II.

Example 2: A First Officer in his 2<sup>nd</sup> year of Longevity as of 3/1/07 with an anniversary date of June 1 shall continue to be paid at the rate of \$63.71. On 6/1/08, his Hourly Rate will become \$72.64 and will continue in accordance with Table I until he Upgrades to Captain. Upon Upgrade, he shall be paid in accordance with Table II. If he completes Upgrade on 8/1/10, his Hourly Rate will become \$133.89 and will continue in accordance with Table II.

TABLE I

Longevity Year	Captain	First Officer
	1	114.81
2	115.82	63.71
3	121.05	72.64
4	127.86	76.72
5	136.66	82.00
6	139.72	83.82
7	142.40	85.44
8	145.68	87.41
9	148.28	88.97
10	150.90	90.54
11	153.56	92.14
12	156.28	93.77

TABLE II

Longevity	Captain	First Officer
Year	Effective at signing	
1	\$111.37	\$36.67
2	\$112.35	\$63.71
3	\$117.42	\$72.64
4	\$124.02	\$76.72
5	\$132.56	\$82.00
6	\$135.53	\$83.82
7	\$138.13	\$85.44
8	\$141.31	\$87.41
9	\$143.83	\$88.97
10	\$146.37	\$90.54
11	\$148.95	\$92.14
12	\$151.59	\$93.77
13	\$153.94	\$93.77
14	\$156.28	93.77

Longevity	Captain	First Officer
Year	Effective 1/1/10	
1	\$112.48	\$37.04
2	\$113.47	\$64.35
3	\$118.59	\$73.37
4	\$125.26	\$77.49
5	\$133.89	\$82.82
6	\$136.88	\$84.66
7	\$139.51	\$86.29
8	\$142.72	\$88.28
9	\$145.27	\$89.86
10	\$147.84	\$91.45
11	\$150.44	\$93.06
12	\$153.11	\$94.71
13	\$155.48	\$94.71
14	\$157.84	\$94.71

Longevity	Captain	First Officer
Year	Effective 1/1/11	
1	\$114.17	\$37.59
2	\$115.17	\$65.31
3	\$120.37	\$74.47
4	\$127.14	\$78.65
5	\$135.89	\$84.06
6	\$138.94	\$85.93
7	\$141.60	\$87.59
8	\$144.86	\$89.61
9	\$147.45	\$91.21
10	\$150.05	\$92.82
11	\$152.70	\$94.46
12	\$155.40	\$96.13
13	\$157.81	\$96.13
14	\$160.21	\$96.13

E. PAY PERIODS

1. Paychecks on the 20<sup>th</sup> of the month will be for 50 percent of the Monthly Pay Guarantee (unless reduced by unpaid leaves), Uniform Cleaning Allowance, and (if applicable) adjustments from a previous pay period. Paychecks for the balance of the month will be paid on the 5<sup>th</sup> of the succeeding month and will include the net Pay Credits earned that month. This paycheck shall also include Per Diem, Uniform Cleaning Allowance, and any other pay due to the Pilot.
2. Paychecks shall include a summary of the pay period covered to include but not limited to: total hours, total Pay Credit, Company retirement contributions, sick leave used, and sick leave accrued.
3. A monthly Pay Report will be provided by the Company to each Pilot showing his daily Pay Credit, Pay Credit adjustments (e.g. JA, Sick, Training, Rigs, etc.), and per diem. The Pay Report shall be provided to each Pilot no later than the 5<sup>th</sup> of each month for the month prior. It shall be the responsibility of the Pilot to review the Pay Report. Any confirmed discrepancy reported to payroll within 1 week of the Pay Report being submitted to the Pilot and in an amount greater than \$100 must be paid, either by direct deposit or a check sent by express mail, to the Pilot by the 12<sup>th</sup> of the month. Any discrepancy of \$100 or less, or that is reported after the 10<sup>th</sup> of the month, may be paid on the next paycheck.

*Half guarantee paid the 20<sup>th</sup>, balance paid on the 5<sup>th</sup>.*

F. FLIGHT PAY CREDIT

1. Pilot Pay Credits shall be based on the greater of Scheduled Block, Actual Block Hours for each leg, or the Minimum Pay Credit defined by [Paragraph G.2.](#)
2. Sick time shall be Pay Credited based on the greater of Scheduled Block or the Minimum Pay Credit defined by [Paragraph G.2.](#) Sick time shall not be included in the accrual of Pay Credits for the purposes of Incentive Pay.
3. Pay Credits in excess of 82 hours shall be multiplied by 1.25 as Incentive Pay. All Pay Credits except those for Sick or Training time shall accrue toward this Incentive Pay.
4. The Company may flag individual Sequences for additional Incentive Pay.
5. Pay Credits (including Rigs) for Voluntary Junior Assignments (VJA) shall be multiplied by 1.25. Pay Credits (including Rigs) for Junior Assignments (JA) shall be multiplied by 1.5.
6. Pay Credits for Scheduled Deadheads shall be multiplied by 0.5. Pay Credits for Unscheduled Deadheads shall be multiplied by 1.0.
7. A Pilot's total Pay Credits shall be calculated by subtracting or adding any adjustments to the greater of the awarded line value or the 75 hour Pay Credit Guarantee. A Pilot's pay will be based on his total Pay Credits X Hourly Rate.

*Pay Credits greater of scheduled vs. actual. 125% Premium over 82 or as flagged (except for Sick or Training). Deadhead pay 50% for scheduled, 100% for unscheduled.*

G. MINIMUM GUARANTEES AND RULES (RIGS)

1. Monthly Pay Guarantee

For pay purposes the Company will guarantee a Pilot a minimum Pay Credit of 75 hours for the Monthly Bid Period. Pilots whose Pay Credit value is reduced below 75 hours by authorized unpaid drops, Trades, or leaves will have their Monthly Pay Guarantee reduced accordingly.

2. Trip/Duty Rigs and Minimum Pay Credit

Sequences used for flight assignments shall meet the following criteria when determining Pay Credit:

- a. Trip Rig: For all Sequences built or modified by the Company for Company purposes (e.g. original Sequence construction, assigned training, etc.), a Pilot shall receive 1 hour of Pay Credit for each 3.75 hours for the greater of the scheduled or actual TAFB. If a Sequence with a Trip Rig operates from one Monthly Bid Period to another, the flown Pay Credits shall credit to the starting Monthly Bid Period and the net Pay Credits for the Trip Rig shall pay in the following month. The Trip Rig shall not apply to Sequences that have been modified by a Pilot (e.g. split or combined in Open Time, awarded training, or by a vacation interruption) except for actual TAFB. For a Trip Rig driven by actual TAFB, only the additional actual TAFB shall be credited towards the Trip Rig. (For example: a Sequence split by a Pilot has a Scheduled Block of 4 hours and a TAFB of 18 hours. For a Sequence built by the Company, the Sequence would Pay Credit an additional 0.8 hours of Trip Rig, but in this case, no Trip Rig applies as scheduled since it was split by a Pilot. However, if the actual TAFB extends to 22 hours, the net Trip Rig of 1.06 hours applies (the actual 1.86 hours of Trip Rig minus the 0.8 hours of scheduled Trip Rig.)
- b. Duty Rig: For CDOs, Pilots shall be Pay Credited 6 hours per Duty Period or Actual Block Hours, whichever is greater. If a Sequence with a Duty Rig operates from one Monthly Bid Period to another, Pay Credits for this Duty Rig shall pay 3 Pay Credits in the starting Monthly Bid Period and the net in the following Monthly Bid Period.

*Trip Rigs apply to Company built Sequences, not to Pilot built/split Sequences.*

H. REASSIGNMENT PAY

If a Pilot is Reassigned from his originally scheduled Sequence, he will be Pay Credited for the greater of the original or rescheduled Sequence.

I. CANCELLATION PAY

If a flight is canceled, the Pilot shall be Pay Credited for those Scheduled Pay Credits. If a Pilot adds Pay Credits over the same duty days as the Cancellation, the Pilot shall be Pay Credited for the greater of the 2 Sequences.

J. DISPLACEMENT PAY

If a Pilot is displaced, the Pilot shall be Pay Credited for those Scheduled Pay Credits.

K. SHOW PAY

Except for a Pilot returning from sick status, if 2 Pilots are scheduled and show for the same Sequence, the senior Pilot shall have the option of flying the Sequence. The Pilot who flies will receive Pay Credits for the Sequence in accordance with [Paragraph E.](#), the other Pilot shall receive Pay Credits for the Scheduled Block of the Sequence.

L. TAXI PAY

1. Having flight crews perform Taxi/Reposition is not intended to occur on a regular basis, but rather in those circumstances (e.g. charters, Irregular Operations, etc.) where the regular contractor or agent is unavailable to perform such actions. If any situation occurs where regular Taxi/Reposition activities are expected to occur, or are occurring, the Company will promptly discuss these issues with the Association and come to agreement on how long, and under what conditions these activities will continue.
2. Taxi/Reposition activities will be paid at 18 minutes (0.3 block hours) per event.
3. Reposition and/or Taxi time will be included in the Duty Period.
4. Reposition and/or Taxi events will be scheduled through Crew Scheduling.
5. Scheduling of Reposition and/or Taxi events may not create reduced rest.
6. Crew Scheduling will make arrangements for, and notify the crew of any transportation necessary to bring the crew to/from any non-terminal or gate locations.
7. Out of Domicile, Crew Scheduling will coordinate the Reposition/Taxi event through the flight crew. The Captain will be the primary contact. In the event the Captain is not available, the First Officer may relay the assignment to the Captain.
8. No crew member shall be obligated to be available to be notified while on rest for any Taxi/Reposition activity.
9. Any Taxi and/or Reposition of the aircraft will be done by a complete crew (Captain and F/O).
10. For the purposes of this Paragraph, Taxi means movement of the aircraft under its own power. Reposition means movement by tug or other ground based means.
11. A Reposition and/or Taxi event will be defined as moving an aircraft from a gate or parking location, to a gate or parking location without departing for purposes of flight.

*Taxi Pay 0.3 hours.*

M. TRAINING PAY

1. A Pilot in initial, transition, or upgrade training shall be paid the Hourly Rate for which he is currently qualified for. IOE flying shall be Pay Credited as Flight Time, not as a training day. Pay Credits earned in training shall not accrue towards Incentive Pay. (Example 1: For 8 hours of training on days off, none of those Pay Credits shall be credited towards Incentive Pay. Example 2: A 12 hour trip is dropped for 8 hours of training. The 8 hours of training shall not be credited towards Incentive Pay, but the remaining 4 hours will.)
2. Line Qualified Pilots, when scheduled for training other than transition or upgrade training, will be Pay Credited at the rate of 4 hours per training day. If on a Reserve Pilot's Day Off, this will be in addition to the Guarantee. When this training is scheduled on a flying or Reserve day, the Pilot will be Pay Credited for the Scheduled Sequence(s) or 4 hours per day, whichever is greater. The Pilot shall be pay protected for any Pay Credits dropped for training. Should the Pilot pick up Open Time on the day(s) the Pay Credits were lost, the Pilot shall be Pay Credited for the greater of the Pay Credits lost or the Pay Credit value of the Open Time award.

*Training pay at rate qualified for at greater of 4 hours/day or flying covered (with exceptions).*

3. A Pilot who is ineligible to bid due to training shall be Pay Credited his Monthly Pay Guarantee plus any additional Pay Credits accrued in the training month (e.g. carryover, etc.) not associated with the training.
4. A Pilot awarded a line of flying during a month with initial, transition or upgrade training shall be Pay Credited for any flying performed, or other Pay Credits accrued during the month. For those days in training the Pilot shall be Pay Credited an additional 4 hours per day. A Pilot shall not be Pay Protected for Sequences removed from his schedule in order to complete training.
5. Any home study course or training credited by the FAA with 1 or more hours may be used for recurrent training topics or to supplement classroom training for the introduction of new subject material. Such home study courses shall be Pay Credited for 50% of the hours of FAA training credit. This Pay Credit shall occur in the month in which the course materials are issued to the Pilot. This Pay Credit shall not apply for normal manual revisions or operations bulletins issued by the Company.

*Home study pay of >1 hour paid at 50%.*

N. RESERVE PAY

1. Reserve Pilots' Monthly Pay Guarantee shall be 75 hours per month. Actual Pay Credits accumulated will be tracked and any Pay Credits in excess of 75 will be added to the Monthly Pay Guarantee. Pay Credits shall be calculated in accordance with [Paragraphs F.](#) and G.
2. Any Pilot who holds a Reserve line of flying who is Junior Assigned on a scheduled Day Off shall receive Pay Credits over and above his 75 hour Monthly Pay Guarantee for the assignment. These Pay Credits shall be credited at the Junior Assignment rate. The Reserve Pilot shall be given the option to receive another Day Off, of his choosing, in lieu of the JA pay. If the Pilot has no more RDPs for the remainder of the Monthly Bid Period, he shall receive JA pay for the assignment.
3. A Reserve Pilot who is scheduled to fly in excess of 8 hours on a Part 91 leg shall receive those Pay Credits in excess of 8 hours over and above his 75 hour Monthly Pay Guarantee.
4. Any Pay Credits earned on a scheduled Day Off shall be paid above the Monthly Pay Guarantee.
5. Reserve Pilots taking unpaid leaves of absence shall have 4 Pay Credits deducted for each RDP covered by the leave. Should a Pilot not bid for the month, the Pilot shall be charged for the difference of the prorated RDPs assigned and 19 RDPs. For example: A Pilot available for 11 days shall be assigned 7 RDPs and charged for 12 RDPs.

O. VACATION PAY

Any Sequences, or portions thereof, affected by vacation shall be Pay Credited in accordance with Paragraph D. Any legality conflicts (e.g. 30/7) resulting from Transition that are resolved by a vacation drop shall be Pay Protected. However, physical overlaps of legs (e.g. 2 Sequences that would have operated at the same time on the same day) shall only be Pay Protected for the Sequence in the earlier Monthly Bid Period.

P. MISCELLANEOUS PAY

Any events not explicitly covered under this Section shall be addressed by the Company and the Association on a case-by-case basis.

Q. COMPANY BONUS PROGRAMS

Pilots shall be eligible to participate in Holdings' bonus program, currently known as the "SOAR Program." The Company and the Association agree that this program represents income for the Pilots. In the event Holdings discontinues this program, this Agreement shall be reopened for the limited purpose of negotiating compensation. If Holdings is profitable and chooses not to contribute to this program, it shall be considered discontinued.

R. EXPENSES AWAY FROM DOMICILE

1. The Company shall provide for any hotel room and transportation to and from the hotel.
2. Per Diem shall be paid from scheduled Report Time at the beginning of a Sequence to release at the end of a Sequence.
3. A Pilot required to be out of Domicile in the performance of that Pilot's duty (i.e. Check Airmen on duty out of Domicile, and Pilots training out of Domicile) shall receive per diem in accordance with Paragraph 2., above.
4. Per Diem shall be paid at the greater of the following rates or Flight Attendant rates:

Date	\$/hr
Effective at signing	\$1.80
DOS + 36 months	\$1.85
DOS + 48 months	\$1.90

## SECTION 5 SCHEDULING

### A. GENERAL

1. All times shall be considered Local Denver Time (LDT) unless otherwise noted.
2. The Company and the Pilot are jointly responsible to ensure that all Federal Aviation Regulations, as well as all contractual scheduling limitations contained within this Section are adhered to. If the FARs change or are interpreted in such a manner as to impact this Agreement, then the Company and the Association shall meet to negotiate its implementation.
3. It is the intent to produce schedules that are mutually agreeable to the Association and the Company. The monthly Sequence and line construction shall be accomplished to provide the highest amount of productivity and schedule consistency for the Pilot group.
4. Pilot contact and notification
  - a. A Pilot shall provide at least 1 but no more than 3 contact phone numbers to the Company.
  - b. All changes to a Pilot's schedule and/or Reserve assignments require Positive Telephone Contact with the Pilot, or a mutually agreeable electronic self-notification process. Except as restricted in Paragraphs c., d. and e. below, notice of changes should be attempted at the time of the change, but no later than 24 hours from the time of the change. While a message (including telephone, answering service, Company radio, ACARS, etc.) may be left for a Pilot, the message shall not be considered received, and the Pilot is therefore not considered notified of an assignment, until Positive Telephone Contact with the Pilot has been made.
  - c. Normally, when in Domicile, a Pilot shall not be called or paged between 2130-0630 or within 9 hours of being released from duty, except when he must be called immediately to avoid an operational issue, emergency, VJA/JA, or a Reserve as required by [Paragraphs O, R., or S.](#)
  - d. During required rest, Crew Scheduling may make one phone call attempt to each contact number listed by a crewmember for that purpose. Any further phone call attempts shall be considered an interruption of rest. If Crew Scheduling is unable to speak directly with the crewmember at that time, a message may be left so long as it includes the basic information regarding the nature of the call (potential assignment, Report Time, Sequence information).
  - e. The Company will use all reasonable efforts to avoid interrupting a crew member's rest and crew rest disruption will be minimized when making the notification. When notification of a schedule change for a crew member at an outstation is necessary between 2130-0630 Local Time, Crew Scheduling will utilize the following guidelines:
    - 1) Crew Scheduling may contact the Pilot within one hour of block-in, or
    - 2) If the assignment requires the Pilot to depart the hotel earlier than originally scheduled, Crew Scheduling will contact the Pilot no earlier than 2.5 hours prior to the new flight departure time, or
    - 3) If the assignment requires the Pilot to depart the hotel later than originally scheduled Crew Scheduling will contact the Pilot no earlier than 2.5 hours prior to original flight departure time.

*Notification requirements and limitations.*

### B. SYSTEM SCHEDULING COMMITTEE (SSC)

1. The System Scheduling Committee (SSC) shall be composed of a Chairman and at least one Pilot per Domicile. The Association Board of Directors shall endeavor to appoint to the SSC those Pilots having the knowledge, experience, and available time, in order to best provide for consistent input.
2. The Company shall make the final determination regarding Sequence construction and the Average Target Line Credit Value for each month's schedule. The Association shall make the final determinations regarding the line construction, however no more than 1% of the Monthly Bid Period's total flight Pay Credit shall remain in Open Time after line construction. The Company will make available all necessary computers, software, personnel, and other items required to complete the line construction.
3. At least quarterly, the Company and the SSC shall meet to discuss the processes of this Section. This may include, but is not limited to, historical scheduling and crew planning data (including the DDL, DAG, percentages of Reserves in each Window, Reserve Trade/Swap coverage, etc.), Pilot complaints, concerns and compliments, and [Paragraph T.3.d.1](#) adjustments.
4. Monthly (or upon request by the Company or the Association), the FAPA SSC members shall meet with the Company to:
  - a. Review and resolve scheduling issues
  - b. Discuss the Average Target Line Credit Values, and discuss and reach mutual agreement as to the priority to be placed on controllable variables used in the generations of Sequences

- c. Confirm dates for Sequence and line construction and line review no later than the 16<sup>th</sup> of the month prior to the Line Bid (unless another date is mutually agreed upon)
  - 5. The Association and the Company shall continue efforts to develop and improve computer programs to provide for more efficient scheduling of Pilots, as well as provide a computer based program to enable Pilots to bid, check Reserve, and to access work related data from home-based computers.
- C. TELEPHONE RECORDINGS
- 1. All telephone conversations between Crew Scheduling, Dispatch, and Pilots involving scheduling matters shall be recorded. Recordings shall be kept for a minimum of 60 days. In the event of a dispute, the Association President, or designee, may request any recording(s) be kept until the dispute is settled.
  - 2. Access to recorded conversations shall be limited to the Pilot, Association President, or their designee, Crew Scheduling personnel, and Flight Operations management for the purpose of resolving complaints and disputes. The Association shall inform the Company of the reason for the request, and the request shall not be unreasonably denied.
- D. CREW UTILIZATION REPORT
- 1. TO BE PROVIDED BY THE 7<sup>TH</sup> OF EACH MONTH FOR THE PREVIOUS MONTH (ELECTRONIC OR HARD COPY)
    - a. Reserve Utilization report
    - b. Sick days/hours used during the Monthly Bid Period; and hours from same month of the previous year
    - c. VJA and Junior assignment by Domicile, equipment and Position
    - d. Hours flown by management Pilots
    - e. Vacations cancelled by the Company to cover a Sequence.
    - f. Pilot history file
    - g. Reassignments
    - h. Declared Irregular Ops events
  - 2. TO BE AVAILABLE BY REQUEST
    - a. A daily log of all Pilots called for VJA & Junior Assignment
    - b. Number of Reserve Pilots called to fly on their days off
    - c. Sequence numbers flown by all management Pilots
    - d. Sequence numbers flown by a Reserve Pilot
    - e. Daily assignments for Reserve Pilots
    - f. Releases from Duty Periods for Reserve Pilots
    - g. Original and modified Sequences
    - h. Time dropped from a Pilot's schedule due to legality issues
    - i. Deadhead Deviation data for individual Pilots
    - j. Drop requests denied
    - k. Number of Relief-Reserve lines advertised, and Number of Relief Lines awarded
    - l. Reserve Swaps - requests and denials for individual Pilots
    - m. Number and details of RDP movements
    - n. Other available information as requested by meeting between SSC member and Director, Crew Resources
  - 3. AVAILABLE ONLINE TO CREWS
    - a. A daily availability and the relative Position for all Reserve Pilots (Reserve availability)
    - b. Chart of open trips and number of Reserves (Reserve grid)
- E. ELIGIBILITY TO BID MONTHLY LINES OF FLYING
- 1. For the purposes of this Paragraph E, a Pilot shall be considered available while on Vacation.
  - 2. If a Pilot is available for less than the entire Monthly Bid Period, he shall bid in accordance with the following:
    - a. If the Pilot is available for less than 15 days during the Monthly Bid Period, the Pilot shall not be allowed to bid. The Pilot shall be assigned Reserve Duty Periods (RDPs) in the Window of his choosing with at least one block of 3 days off. The total number of days off shall be prorated in accordance with [Paragraph J.14](#), with no single days off (unless required by the proration table below). This shall also apply if the Pilot subsequently becomes available for more than 15 days during the Monthly Bid Period after the Line Bids have already been awarded.

*Pilot must be available for 15 days to bid.*

Days of Reserve Availability	RDPs	Days of Reserve Availability	RDPs
1	0	16	10
2	1	17	11
3	2	18	11
4	2	19	12
5	3	20	12
6	4	21	13



7	4	22	14
8	5	23	14
9	6	24	15
10	6	25	16
11	7	26	16
12	7	27	17
13	8	28	17
14	9	29	18
15	9	30	19
		31	19

- b. If the Pilot is available for at least 15 days during the Monthly Bid Period, then the Pilot shall be allowed to bid.
  - 3. Should a Pilot fail or voluntarily withdraw from Transition or Upgrade training on the first attempt after being awarded a Captain line of flying for the Monthly Bid Period following training, Crew Scheduling shall build the Pilot a Reserve Line until the next eligible Monthly Bid Period when he may bid in accordance with his seniority. The number of days off on this line shall be prorated in accordance with [Paragraph J.14.](#)
  - 4. If the Company cancels Transition or Upgrade training, the following shall apply:
    - a. If the training is cancelled prior to bid closing, the Pilot(s) shall be allowed to bid normally in accordance with their seniority.
    - b. If the training is cancelled at least 24 hours prior to the opening of the Monthly Open Time Bid, normally the SSC shall build lines with Pay Credit and days off similar to the average of those of Regular Lines. The Pilots shall then be allowed to bid on these lines in seniority order. If there is not sufficient MOT Paragraph 4.d. shall apply.
    - c. If the training is cancelled prior to the closing of the Relief Line Bid, the Pilot(s) shall be allowed to bid for any available Relief Lines in seniority order.
    - d. If the Pilot(s) cannot hold or does not bid for Relief Lines, Crew Scheduling shall build the Pilot a 15 RDP Reserve Line with the Window of the Pilot's choosing until the next eligible Monthly Bid Period when he may bid in accordance with his seniority.
  - 5. A Pilot who is unavailable to fly his entire line shall have the balance of the Sequences of the line awarded in accordance with the following:
    - a. If it is on or before the first day of the Monthly Bid Period and the balance of the Sequences of the line are worth at least 75 Pay Credits, the line shall be offered in seniority order to Pilots holding Reserve Lines.
    - b. If it is after the first day of the Monthly Bid Period or the balance of the Sequences of the line are worth less than 75 Pay Credits, the Sequences on the line shall be dropped into the Daily Open Time system.
- F. BIDDING MONTHLY LINES OF FLYING
- 1. There shall be 12 calendar month based Monthly Bid Periods of 30 or 31 days for each Monthly Bid Period. The Company and the Association will meet no later than August 31<sup>st</sup> of each year to designate the Monthly Bid Periods for the following calendar year. This information will then be published with the annual Pilot vacation bid.
  - 2. The monthly lines of flying shall be awarded in Domicile to Pilots according to seniority.
  - 3. A Pilot shall bid via the electronic bidding system or via fax. If submitting the bid form via fax, the Pilot is responsible to verify that the fax was received.
  - 4. The Company may indicate up to 4% of the number of Regular Lines (rounded up to the next whole number) as IOE lines that shall be available for Captains but not First Officers. The number of lines affected by IOE will be shown in the Monthly Bid Package for the affected month and First Officers shall be encouraged to bid that number of extra lines of flying. If any additional IOE flying is required, the First Officers that are awarded this conflicting flying shall be displaced, in accordance with [Paragraph W.2.](#), for the flying as necessary to conduct IOE.
  - 5. A Pilot who fails to bid or bids insufficient lines shall be assigned a Regular, Relief or Reserve Line remaining after all other bids have been awarded.
  - 6. Any First Officer may designate up to 3 Pilot employee names or numbers on their monthly bid that he chooses to avoid. If a First Officer would be awarded a Regular line that would cause him to fly with any of the listed employees, he shall receive the next line his seniority allows. This applies to Regular line awards only.
- G. BIDDING RECURRENT GROUND TRAINING

*Bidding process for canceled training.*

1. The Company shall provide a list of dates available for the succeeding month's Recurrent Ground Training, PT and PC training periods as available with the Monthly Bid Package.
2. The Company shall post on the Electronic Bid System each Pilot's required training the month prior, the month due and the Late Grace Month. Pilots shall bid and be awarded all Ground Training in accordance with the following:
  - a. The Pilot shall have the opportunity to bid for the required Ground Training during the month prior or the month due date for required training. He may bid the training on a flying day or on a Day Off.
  - b. If the Pilot has not been scheduled to complete his required Ground Training by the end of the due month then the Company shall schedule the Pilot for training during his Late Grace Month.
3. If there are still open training slots remaining, Pilots shall be assigned to the slots in reverse seniority order, starting with Pilots in their Late Grace Month.
4. Pilots shall be allowed to designate up to 3 consecutive days (Golden Days) in which no training can be scheduled. This only applies to a Pilot's Base Month or the month prior. The Pilot must notify Training Scheduling by Positive Telephone Contact or the Electronic Bid System of the protected block no later than the 17<sup>th</sup> at 1700.

H. TIMETABLE

1. The following timetable shall be used for the monthly bidding process (dates and times shall be considered 'no later than' for \* items):

DATE	TIME (LDT)	EVENT (all events must occur no later than date/time specified)
2 days prior to line building	N/A	*The Company provides the Sequences to the SSC (e.g. 1700 Saturday for line building Monday)
7 <sup>th</sup>	1700	*Line Bid - Open (including vacations, scheduled ground school)
14 <sup>th</sup>	0900	Line Bid - Close
14 <sup>th</sup>	1700	*Bid - Award Protest period/Vacation Slide/Adjustment/Golden Day designation periods begin
15 <sup>th</sup>	1700	Protest period ends
16 <sup>th</sup>	1700	Vacation Slide/Adjustment period ends. MOT Drop period begins
17 <sup>th</sup>	1700	Ground School Bid - Close End of training Golden Day designation period
20 <sup>th</sup>	0900	MOT Drop period ends
20 <sup>th</sup>	1700	*Monthly Open Time Bid (no Drops) - Open
23 <sup>rd</sup>	0900	Monthly Open Time Bid - Close
25 <sup>th</sup>	1700	*Monthly Open Time Bid - Award
26 <sup>th</sup>	1700	*Relief Line Bid - Open
27 <sup>th</sup>	1700	Relief Line Bid - Close
27 <sup>th</sup>	2100	*Relief Line Bid - Award (Vacation Slides must be submitted by 0800 on the 28th)
28 <sup>th</sup>	0900	Daily Open Time Bid - Open

2. Any Pilot wishing to protest the results of a bid shall contact Crew Planning (or Crew Scheduling if Crew Planning is not available). The Company shall re-run the bids to the extent necessary to correct the error and re-award the bids.

I. MONTH TO MONTH TRANSITION

1. A Transition Conflict consists of any conflicts due to an interference or illegality from the current Monthly Bid Period to the following Monthly Bid Period.
2. Except for RDPs, when time must be dropped for a Transition Conflict, the Pilot's Pay Credit shall be reduced in accordance with [Section 4](#). To the extent that a Pilot falls below the Monthly Pay Guarantee due to Transition Conflicts, he shall have priority, in seniority order, over all other Pilots during the Monthly Open Time bids until reaching the Monthly Pay Guarantee. Once the Pilot has reached the Monthly Pay Guarantee, he shall bid for and be awarded Open Time in standard seniority order. (For example: A Pilot has an 80 hour line and loses 10 hours due to Transition Conflicts. The Pilot subsequently Drops 10 more

hours in the MOT Drop process. The Pilot shall only have priority until he is awarded the minimum number of Sequences that total at least 5 hours.)

3. All Transition Conflicts shall be resolved by dropping the minimum amount of time necessary to resolve the conflict from the beginning or ending leg(s) of a scheduled Sequence. If the minimum amount of time does not occur at the beginning or end of the Sequence, the Pilot may waive this requirement for the time to be dropped from the beginning or end of the Sequence. The Pilot may choose to waive the Calendar Day off requirement ([Paragraph J.8.](#)) for this to occur in Domicile and/or as a Calendar Day. If the Pilot elects to exercise either of these waivers, he must notify Crew Scheduling prior to 1700 LDT on the 15th or until the adjustment is made, whichever is later. For Pilots with a Regular Line, adjustments shall be made in the following Monthly Bid Period. For Reserve Pilots with 2 consecutive months of Reserve, Transition Conflicts may be adjusted in either month and the Pilot may express a preference. All Pay Credits shall be credited to the Monthly Bid Period they are actually flown in.

J. HOURS OF SERVICE

1. Lines of flying shall be built to reflect the results of the regularly conducted Association scheduling survey.
2. In no case shall the Average Target Line Credit Value exceed 85 hours without Association approval.
3. The Company shall provide each Pilot an electronic and paper Monthly Bid Package for each Monthly Bid Period. (A Pilot may notify the Chief Pilot's Office if he elects not to receive a paper Monthly Bid Package. At a minimum, the Monthly Bid Package shall include the following accurate and legible information:
  - a. Number of days off
  - b. TAFB
  - c. Scheduled Block
  - d. Pay Credit
  - e. Carryout Credit
  - f. Calendar Day date
  - g. Sequence numbers
  - h. Scheduled layover cities
  - i. Scheduled Sequence Report Time
  - j. Scheduled Sequence Release Time
  - k. Restricted Days for the Monthly Bid Period
4. Duty periods shall be limited in accordance with the following:
  - a. At any time, except during the Daylight Savings Time transition, Pilots shall not be scheduled to be on duty for more than 14 hours.
  - b. Except for CDOs, if any portion of a Duty Period occurs between 2300-0500 LDT, the Duty Period shall not be scheduled for greater than 10 hours 30 minutes. The actual Duty Period shall not be greater than 14 hours. Reserve Duty Periods shall not be subject to the 10 hour 30 minute limitation. Any assignment during an RDP shall be subject to the aforementioned limitations.
  - c. Sequences shall be constructed so that if a Pilot is on duty through 0400 Local Time, the Pilot shall be released for legal rest at the termination of such flight.
5. A Pilot is on duty from Report Time to release time. A Reserve Pilot is also considered on duty during his RDP or until released.
  - a. The following shall be used to determine Report Time:
    - 1) Not less than 60 minutes prior to departure in Domicile
    - 2) Not less than 45 minutes prior to departure away from Domicile
    - 3) May be reduced at the discretion of the Captain and Dispatch, but at no time shall the legal Rest Period be less than that required by the FARs.
  - b. The following shall be used to determine release time:
    - 1) For domestic flights, not less than 15 minutes after Block In.
    - 2) For international flights, not less than 30 minutes after Block In.
    - 3) When a Pilot is requested to perform ground duties (including drug and/or alcohol testing), release from duty shall be delayed until such duty is completed.
6. Deadhead Provisions
  - a. Deadhead time shall be included in duty time. Deadheads may not be performed during any rest break required by FARs or this Agreement.
  - b. Deadheads performed at the end of a Sequence for the purpose of returning a Pilot to his Domicile shall be scheduled on the first scheduled Company or codeshare flight.
  - c. Pilots Deadheading shall travel positive space and have seats Reserved in advanced by the Company. Pilots may be assigned a cockpit jumpseat if all seats in the cabin are filled with positive space revenue passengers or other Deadheading crewmembers. Deadheading Pilots shall be offered free LiveTV.

*Duty Time Limits: Late night 10.5 hours, otherwise 14 hours scheduled.*

*Report/Release times.*

- d. A Pilot may deviate from Scheduled Deadheads under the following provisions. The Pilot shall notify Crew Scheduling as soon as practical when he intends to deviate from a Scheduled Deadhead so that the Company has advance notice of the available seat that may be sold for revenue. If the Pilot deviates from the Scheduled Deadhead, the Pilot shall be responsible for arranging his own alternative transportation.

*A Pilot may deviate from a scheduled deadhead under these provisions.*

- 1) Lineholders – Outbound from Domicile
    - a) A Pilot scheduled to Deadhead on the first leg of a Sequence shall call Crew Scheduling to check-in at least 3 hours but no more than 4 hours prior to the scheduled departure of the Deadhead leg.
    - b) The Pilot is also responsible for reporting to Crew Scheduling that he is at his scheduled operating flight at the gate of departure at least one hour but no more than 2 hours prior to scheduled departure for the first operating leg. For international flights, the check in shall be at least one hour and fifteen minutes but no more than 2 hours and fifteen minutes prior to scheduled departure for the first operating leg.
    - c) The Pilot must contact Crew Scheduling as soon as possible if the Pilot encounters any delays that might affect the Pilot's check-in time for the operating flight.
    - d) The Pilot shall receive Pay Credit for the originally Scheduled Deadhead.
    - e) A Pilot may be required to come to Domicile if that Pilot has been Rescheduled or Rerouted.
  - 2) Lineholders – Inbound to Domicile
    - a) If a Lineholder Pilot scheduled to Deadhead on the last leg of a Sequence intends not to Deadhead to Domicile, the Pilot shall call Crew Scheduling in advance. The Lineholder shall not be reassigned during this notification call to Crew Scheduling except to operate the Deadhead leg.
    - b) Lineholder Pilots electing to take an on-line flight other than their originally Scheduled Deadhead flight may travel on a space-available basis in accordance with Company policy.
    - c) Lineholder Pilots electing to take a flight other than their originally Scheduled Deadhead flight shall receive Pay Credit for the Deadhead as originally scheduled.
  - 3) Reserves – Outbound. A Reserve Pilot will not normally be allowed to deviate from a Scheduled Deadhead on the outbound leg, but may be allowed to do so with concurrence from Crew Scheduling. If a Reserve Pilot is permitted to deviate from a Scheduled Deadhead, the same policies applicable to a Lineholder's outbound Deadhead deviation listed in paragraph above shall apply to the Reserve Pilot.
  - 4) Reserves – Inbound to Domicile
    - a) A Short Call Reserve Pilot who is scheduled to Deadhead on the last leg of a Sequence shall not be required to Deadhead back to Domicile if that Reserve Pilot is projected to have less than 4 hours of scheduled duty remaining following the Deadhead leg on the last day of the Sequence. The Pilot shall be released to Call-Back status.
    - b) A Long or Medium Call Reserve Pilot who intends not to Deadhead to Domicile shall call Crew Scheduling in advance. The Reserve Pilot shall not be reassigned during this notification call to Crew Scheduling.
    - c) In all other instances where a Reserve Pilot is scheduled to Deadhead back to Domicile on the last leg of a Sequence, that Reserve may request a release from Deadheading duties from Crew Scheduling.
    - d) If a Reserve Pilot is released from Deadheading duty pursuant to the provisions above, the following shall apply:
      - i. Reserve Pilots electing to take an on-line flight other than their originally Scheduled Deadhead flight may travel on a space-available basis in accordance with Company policy.
      - ii. Reserve Pilots electing to take a flight other than their originally Scheduled Deadhead flight shall receive Pay Credit for the Deadhead as originally scheduled.
7. A minimum of 12 days free of duty with the Company shall be scheduled in every regular, CDO and Relief Line of flying.
  8. A regular, relief and Reserve Line holder must be scheduled at least one Calendar Day free of any Company duty, in Domicile, during any 7 day period. The Pilot may choose to waive the requirement for this to occur in Domicile and/or as a Calendar Day.
  9. Except for CDOs, lines shall be built with no less than 9 hours crew rest at outstations and 10 hours crew rest in Domicile.
  10. Sequences shall not be constructed with reduced rest. However, to accommodate the change from Standard Time to Daylight Savings Time, Sequences that would otherwise be scheduled for normal rest may be scheduled with reduced rest on the overnight of the DST change. If reduced rest is incurred due to

*Non-reserve lines shall have at least 12 days off including at least 1 calendar day every 7.*

operational irregularity (i.e. weather or maintenance delay), the reduced Rest Period shall begin when the crew arrives at the hotel. If no notification is given by the Captain to Crew Scheduling (or Dispatch if Scheduling is unavailable) upon arrival at the hotel, the rest shall commence 30 minutes after being released on that leg.

11. A CDO line shall be constructed in accordance with one of the following:
  - a. One, 2 or 3 Duty Periods (2, 3 or 4 Calendar Days) followed by a minimum of 2 Calendar Days free from duty.
  - b. Four Duty Periods or 5 Calendar Days followed by a minimum of 3 Calendar Days free from duty.
12. CDOs shall only be scheduled on CDO or Relief Lines. CDOs may be scheduled in Regular Lines provided:
  - a. CDOs are scheduled in the minimum number of Regular Lines possible.
  - b. CDOs shall not be scheduled in more than 10 percent of the Regular Lines.
13. The Reserve Lines shall consist of at least 10% Long Call Reserve Lines and 10% Medium Call Reserve Lines, but no more than 30% of the Reserve Lines shall be Long and Medium Call Reserve Lines. Short Call Reserve Lines shall be built with no more than 40% of the lines in the Mid Window. These percentages shall be reviewed and mutually agreed upon by the Company and the Association quarterly.
14. Long/Medium Call Reserve Lines shall be built with at least 12 days off. Short Call Reserve Lines shall be built with no more than 18 RDPs in a 30 day Monthly Bid Period and no more than 19 RDPs in a 31 day Monthly Bid Period.
15. Reserve Days may be scheduled only on Reserve Lines and up to 25% (rounded up to the nearest whole number) of the constructed Relief Lines (for example, if there are 13 Relief Lines built from Open Time, 4 of these lines may contain RDPs). Each of the constructed Relief Lines shall have no more than 5 RDPs placed on them with a pay credit value of 4 hours per RDP. Any Pilot awarded one of these lines, shall be able to Trade, Swap, or otherwise adjust his schedule, including the RDPs.
16. Fifty percent of the Reserve Lines shall be constructed to include at least 1 block of 4 days off. All Reserve Lines shall be constructed to have at least 1 block of 3 days off.

*CDO Line construction.*

*Reserve Line construction.*

K. DAILY TIMELINE

DAY -4	ALL	DDL
DAY -3	0930	DAG (3 days prior to leg)
DAY -2	ALL	DAG
DAY -1	0930	Drops close, trips no longer available to Lineholders
	1030	Aggressive Reserve - Open
	1330	Aggressive Reserve - Close
	1330 (NLT)	AVA Pilot must notify if he will not be AVA for next day
	1330	Reserve assignments begin
	1530 (NLT)	Aggressive Reserve - Award
	1600-2000	AVA Pilots call-in for assignment
	1600-2hrs prior	Short call Reserves call in before start of block
	2000	Aggressive Reserve confirmation
TRIP DAY	6hrs prior	No Trades
	Departure	Trip Operates

L. OPEN TIME - GENERAL

1. Once any Flight Time is posted in Open Time it shall not be withdrawn except by the following provisions:
  - a. Open Time that is dropped by the Company by mistake and has not been awarded may be returned to the original Pilot's schedule.
  - b. Open Time that is dropped by the Company by mistake and has been awarded will remain as awarded in Open Time and the original Pilot shall be Pay Protected. The original Pilot may add Open Time over the same period but he shall only be Pay Credited for the greater of the two.
  - c. The Company and the Association recognize that the limitations of the current Open Time system will cause some misawards (e.g. time temporarily in Open Time while being processed by Scheduling) that will be addressed on a case-by-case basis. Upon recognizing the issue, Crew Scheduling shall make every possible attempt to return the Pilots' schedules to their proper status. If the resolution required awarded time to be removed, that Pilot shall be notified immediately.
2. All references to Open Time shall be specific to Position. Open Time will follow a bid or assignment process in the following order in accordance with the timetable specified in [Paragraph H](#):
  - a. Monthly Open time ([Paragraph M.](#))

- 1) Drops
  - 2) adds for Pilots with Transition Conflicts and below the Monthly Pay Guarantee
  - 3) adds for all other Pilots by seniority order in rounds
  - b. Relief Lines [\(Paragraph N.\)](#)
  - c. Daily Open time Drops, Swaps, Trades, Adds [\(Paragraph O.\)](#)
  - d. Non line Pilot Adds [\(Paragraph L.7.\)](#)
  - e. Aggressive Reserve [\(Paragraph S.9.\)](#)
  - f. Reassignments [\(Paragraph P.\)](#)
  - g. Reserve Assign [\(Paragraph O.\)](#)
  - h. Voluntary Junior Assignment [\(Paragraph U.\)](#)
  - i. Junior Assignment [\(Paragraph V.\)](#)
3. At the completion of a Monthly Bid Period a Pilot must have a minimum of 70 hours of Pay Credit. At no time shall a Pilot be allowed to Drop below 50 hours of Pay Credit. These minimums shall be reduced by any amount of Pay Credits Dropped as a result of a Leave of Absence. If the Pilot's Pay Credits drop below 50, any further schedule adjustments that result in a net loss of Pay Credits must be done through Crew Scheduling.
  4. The Daily Drop Limit for Monthly Open Time shall be 8 open Sequences on Restricted Days and 35 open Sequences on all other days. For Daily Open Time, the Daily Drop Limit shall be 12 open Sequences on each weekday and 8 open Sequences on Saturdays, Sundays and Restricted Days. The Daily Drop Limits shall grow in proportion to the increase in Duty Periods and shall be reviewed and agreed upon by the Company and the Association on a Quarterly basis. Initially, the DDL shall be 9.5% for weekdays and 6.5% for Saturdays, Sundays and Restricted Days of the average number of Duty Periods per day based on the number of Duty Periods produced after the final solution of Sequence generation (e.g. 3720 Duty Periods for a 30-day Monthly Bid Period is an average of 124 Duty Periods per day).
  5. Two Lineholders may agree to split a portion of a scheduled Sequence at a city served by the Company with an aircraft type for which the Lineholders are current and qualified provided:
    - a. The transaction complies with the Federal Aviation Regulations and the provisions of this Section.
    - b. The transaction should be coordinated with Crew Scheduling at least 12 hours prior to the departure time of the leg after the desired split of the Sequence or the split may be denied.
    - c. The portion of the Sequence being split is at the beginning or end of a Sequence.
    - d. The replacement Lineholder must make a positive check-in with Crew Scheduling at least 2 hours prior to scheduled departure.
    - e. The Lineholder who works the inbound Sequence to the city where the split is scheduled to occur remains responsible for continuing the Sequence until he confirms the physical presence, at the departure gate, of the Pilot who will be operating the outbound Sequence.
  6. Pilots on Association business shall be allowed to drop Sequences in accordance with Paragraph L.3. The Association may drop 1200 hours per year at no cost to the Association. Any time over and above the 1200 hours shall be charged at that individual's Hourly Rate for the time dropped. Any time dropped for an individual(s) to meet with the Company, or for individuals to work on projects initiated by the Company shall not be charged to the Association.
  7. Any Pilot not holding a Regular, Reserve or Relief Line of Flying shall only be allowed to pick up Open Time for the same or next day by calling Scheduling after DOT Adds have closed and before Aggressive Reserve bidding has opened.
  8. A Pilot cannot pick up Open Time which conflicts with his Line of Flying.
    - a. There must be a minimum of 45 minutes between a scheduled or Open Time Sequence release and the departure time of a Scheduled or Open Time Sequence on the same day.
    - b. If a Rest Period is required, there must be a scheduled rest of 9 hours between ending an Open Time or Scheduled Sequence and the report of a Scheduled or Open Time Sequence.
    - c. A Reserve Pilot is ineligible to bid for Open Time except:
      - 1) on a FCFS basis during Transition, with Crew Scheduling concurrence, or
      - 2) during his vacation period and those days off before and after that period.
  9. The Company may put Reserve Days in Monthly or Daily Open Time with the following provisions:
    - a. These days shall be bid on as any other open Sequence
    - b. The Pilot shall be Pay Credited 4 hours or the greater of actual or Scheduled Block on that Reserve Day, whichever is greater.
    - c. Each block of Reserve Days in Open Time must be Added in its entirety and may not be split by the Pilot.
    - d. The days may not be Swapped or Traded.
    - e. The days shall be specified as Short (including the Window), Medium or Long Call.

*A Pilot may never go below 50 hours and must end the month with at least 70.*

*Daily Drop Limit rules.*

*Lineholders may split at outstations.*

*1200 hours/year Association drops.*

*Open Time may not conflict with other flying.*

- f. The 4 hour credit shall count towards FAR restrictions. If the Pilot is forecast to go over an FAR limitation, Crew Scheduling may remove the Reserve Days from the beginning or end of the block of Reserve Days, and deduct the Pilot's Pay Credit by 4 hours for each day or RDP removed.
  - g. Assignments shall follow the normal assignment order in [Paragraph O](#), below.
10. Captains cannot bid for Open Time as First Officers. Designated Captain Qualified First Officers may bid either Captain or First Officer Position within the applicable provisions of this Agreement. A Pilot who picks up Open Time shall be paid at his appropriate Hourly Rate in the Position he actually flies.
11. It is the Pilot's responsibility to bring any legality problem to the Company's attention. A Pilot's legality is a shared responsibility between the Pilot and the Company. To ensure a Pilot does not exceed any duty or Flight Time limitations, a Pilot shall be allowed to attempt to modify his schedule through the Open Time process to avoid exceeding limitations. However, if the Pilot does not adjust his schedule in accordance with the limitations below, Crew Scheduling may modify a Pilot's schedule by removing the minimum amount of time necessary. The specific limitations shall also be addressed through the following:
- a. Domestic calendar week limitation (30 hours in 7 days – FAR 121.471(a)(3))
    - 1) A Pilot shall not be allowed to bid for a schedule that is projected to exceed 30 block hours in a 7 day period.
    - 2) If the Pilot did not schedule himself in excess of 29:15, the Pilot's Pay Credits shall not be reduced to reflect the adjustment. If the Pilot scheduled himself in excess 29:15, the Pilot's Pay Credits shall be reduced to reflect the adjustment.
    - 3) However, within 2 Calendar Days of the Duty Period during which the illegality is projected to occur (or the day prior to a Sequence that does not pass through Domicile, whichever is earlier) Crew Scheduling may modify a Pilot's schedule by removing the minimum amount of time necessary.
  - b. Domestic calendar month limitation (100 hours in a calendar month – FAR 121.471(a)(2))
    - 1) A Pilot shall not be allowed to bid for a schedule that is projected to exceed 99 block hours in a calendar month.
    - 2) If a Pilot is projected to exceed 100 hours in a calendar month he should adjust his schedule to avoid the limitation. However, within 2 Calendar Days of the Duty Period during which the illegality is projected to occur (or the day prior to a Sequence that does not pass through Domicile, whichever is earlier) Crew Scheduling may modify a Pilot's schedule by removing the minimum amount of time necessary.
  - c. Domestic calendar year limitation (1000 hours in a calendar year – FAR 121.471(a)(1))
    - 1) Beginning in September of each year Crew Scheduling shall project a Pilot's annual Flight Time assuming 82 block hours per month for future months and crediting 25 block hours per future vacation week. Each Pilot's annual projection shall be recalculated no less than monthly.
    - 2) If the Pilot is projected to exceed 920 hours by December 1<sup>st</sup> he may be required by the Chief Pilot to demonstrate how he will avoid exceeding 1000 block hours prior to December 31<sup>st</sup>.
    - 3) If the Pilot exceeds 920 block hours on November 30<sup>th</sup> he may be assigned a Reserve Line for December and his line shall be dropped in accordance with [Paragraph E.5](#).
    - 4) A Pilot shall not be allowed to bid for a schedule that is projected to exceed 1000 block hours in a calendar year.
    - 5) If a Pilot is projected to exceed 1000 hours in a calendar year he should adjust his schedule to avoid the limitation. However, within 2 Calendar Days of the Duty Period during which the illegality is projected to occur (or the day prior to a Sequence that does not pass through Domicile, whichever is earlier) Crew Scheduling may modify a Pilot's schedule by removing the minimum amount of time necessary.
  - d. Flag 12-calendar-month limitation (1000 hours in a 12-calendar-month period – FAR 121.481 (f))
    - 1) A Pilot shall not be allowed to bid for a schedule that is projected to exceed 1000 block hours in a 12-calendar-month period.
    - 2) If a Pilot is projected to exceed 1000 hours in a 12-calendar-month period he should adjust his schedule to avoid the limitation. However, within 2 Calendar Days of the Duty Period during which the illegality is projected to occur (or the day prior to a Sequence that does not pass through Domicile, whichever is earlier) Crew Scheduling may modify a Pilot's schedule by removing the minimum amount of time necessary.
  - e. The Association and the Company agree to meet to resolve any further legality issues that arise from substantially increased flag operations.

*A Pilot is Pay Protected up to 29:15 in 7.*

*A Pilot should adjust his schedule under 100/mo or 1000/yr or Scheduling will.*

M. MONTHLY OPEN TIME (MOT) PROCEDURES

- 1. After all scheduled lines of flying have been awarded, and the drops for vacations, training, and transitions have occurred, the Company shall create a Monthly Open Time pool for each Monthly Bid Period. All Flight Time resulting from these drops, and any known flying not included in the original Monthly Bid Package, shall be placed in Monthly Open Time.

*MOT Restricted Days are first 3 days of each period plus others defined by the Company.*

2. Monthly Open Time Drops shall be in seniority order in accordance with the timetable in [Paragraph H](#). Restricted Days shall include the first 3 days of every Monthly Bid Period, plus 3 pairs of days and 3 individual days during the calendar year as specified by the Company. These restricted dates shall be specified with the vacation bid each calendar year and in each Monthly Bid Package.
3. Pilots will bid according to Seniority and may bid for as many Sequences as they like. Open Time will first be awarded in rounds by Seniority to Pilots with Transition Conflicts, until reaching the Monthly Pay Guarantee. Bid awards will then be conducted until all the Monthly Open Time is awarded or until there are no further bids that can be satisfied by the Monthly Open Time.
4. Pilots may split Sequences during the MOT Drop/Bid Period as follows:
  - a. The Sequences split must be in the originating Domicile.
  - b. One day Sequences and CDOs shall not be split.
  - c. Two or 3 day Sequences may be split one time.
  - d. Four and 5 day Sequences may be split up to 2 times.
5. Sequences that are Dropped or picked up in Monthly Open Time will be valued as described in [Section 4](#).
6. Twenty-five percent of any time remaining in the MOT pool after the MOT awards (but not greater than 3% of the total Block Time), shall be placed in the Daily Open Time (DOT) pool after Relief Lines are built.

*Pilots under 75hrs get super seniority in MOT.*

N. RELIEF/RESERVE LINES

1. Lines of flying will be placed in the Monthly Bid Package and designated as Relief/Reserve Lines. Relief Lines shall be built not to exceed 80 hours of scheduled Pay Credit time.
2. During the Relief/Reserve line construction process, the SSC and the Company shall agree on individual Sequences to be combined to create new Sequences to be added to Relief/Reserve Lines.
3. These designated Relief/Reserve Lines will show Reserve Windows and days off. Flight time available after the completion of the Monthly Open Time awards will be used to construct Relief Lines. The days off shown on the Relief/Reserve Line will no longer be valid for the construction of the Relief Line.
4. A Pilot wishing to bid for a Relief Line will designate these lines as a bid selection. The Relief Line bid shall be held in accordance with the timetable in Paragraph I. Relief Lines shall be awarded based on seniority to Reserve Line holders who bid for Relief Lines.
5. In the event there are insufficient bids for Relief Lines, these lines shall be assigned to the most junior Reserve Pilots. These Pilots shall be allowed to choose the Relief Lines in seniority order.
6. In the event there are more Relief Lines built than the number of Relief/Reserve Lines originally offered, Pilots who had bid on but were not awarded Relief/Reserve Lines shall be contacted by the opening of the Relief Line Bid and offered the extra Relief Lines. The Pilots must contact Crew Planning with their preference by the Relief Line Bid close to be considered.
7. In the event there is insufficient Flight Time available to construct a Relief Line, the line will remain a Reserve Line with the designated window and days off as published in the Monthly Bid Package. RDPs shall be assigned to these lines by 1700 LDT on the 30<sup>th</sup> of the month prior.

*Relief/Reserve process.*

O. DAILY OPEN TIME (DOT) PROCEDURES

1. DOT will consist of any RDPs placed into Open Time per [Paragraph L.9](#), and/or Sequences remaining after Relief Lines are built, and/or drops of any kind, and/or any other unanticipated flying occurring during the Monthly Bid Period.
2. During Daily Open Time, Pilots may Drop, Swap, Trade and Add. Drops and portions of Swaps that do not overlap are subject to Daily Drop Limit specified in Paragraph L.4. However, for individual days of a Sequence that overlap with a Swapped Sequence, the Daily Drop Limit or the limitations of Paragraph L.4. shall not apply.
3. Schedule:
  - a. DOT will be available for bidding as of 0900 on the 28<sup>th</sup> of each month.
  - b. Any Drop request submitted prior to 0930 LDT 3 days prior to the departure of the legs being Dropped (e.g. Tuesday for a Friday departure), shall be honored if the Daily Drop Limit has not been met.
  - c. Between 0930 LDT 3 days prior and 0930 LDT the day prior to the departure of the legs being Dropped, any Drop requests shall be subject to the Drop Availability Grid (DAG).
    - 1) The DAG shall show the number of Sequences that may be Dropped in each Window (as defined in [Paragraph S](#), below).
    - 2) The DAG Drop number shall be based on maintaining 3 Reserves in each Window, plus one additional Reserve in any Window or Medium/Long Call, over and above any Drops allowed. This Net Reserve number may grow in proportion to the number of Duty Periods, and shall be reviewed and mutually agreed upon by the Company and the Association quarterly.
  - d. After 0930 LDT the day prior, Drops shall be allowed at the discretion of Crew Scheduling.
  - e. Trades with other Pilots shall be allowed until 6 hours prior to the departure time of the earliest leg being Traded.

*For DOT drops: DDL applies until 3 days prior. DAG applies 3 days prior to 0900 the day prior. Then Scheduling's discretion*

*Trades allowed until 6 hours prior to the leg being Traded.*



4. Daily Open Time shall be bid and awarded through the Electronic Bid System on a real-time, first-come/first-served (FC/FS) basis. Until trip-splitting is automated, split requests may not always be processed FC/FS with non-split requests. Until trip-splitting is automated, the Company shall staff Crew Scheduling for the purpose of processing split requests to ensure splits are processed expeditiously between the hours of 0700-2300 LDT. The Company agrees to automate the trip-splitting process as soon as possible.
5. Multi-day Sequences Dropped by Pilots may be split in DOT in accordance with the following.
  - a. After a Sequence has been in DOT for 48 hours, Pilots may split Sequences and pick up any portion of a Sequence.
    - 1) The Sequences split must be in the originating Domicile.
    - 2) One day Sequences and CDOs shall not be split.
    - 3) Two or 3 day Sequences may be split 1 time.
    - 4) Four and 5 day Sequences may be split 2 times.
  - b. After a Sequence has been in DOT for a total of 72 hours, Crew Scheduling may also split the Sequence in accordance with the following:
    - 1) One day Sequences and CDOs shall not be split.
    - 2) Two or 3 day Sequences may be split 1 time.
    - 3) Four and 5 day Sequences may be split 2 times.
    - 4) Crew Scheduling may split Sequences further only if the Sequences remain in the Daily Open Time pool for more than 96 hours
6. The Company may combine Sequences in accordance with the Sequence construction and Pay Credit rules of this Section and Section 4. The new Sequences shall be immediately placed into Daily Open Time, made available to Aggressive Reserve or assigned to a Reserve in accordance with this Section. Both of the Sequences to be combined must meet the following:
  - a. the Sequence has been in Daily Open Time for more than 72 hours, or
  - b. the Sequence is Dropped into Open Time 2 or 3 days prior to the start of the Sequence and has been in Daily Open Time for more than 24 hours, or
  - c. the Sequence is available to Reserve Pilots in accordance with this Section
  - d. Examples:
    - 1) It is 1600 on December 10<sup>th</sup>. Sequence 3000 which starts on December 25<sup>th</sup> (a SLC overnight) has been in Daily Open Time for more than 72 hours and Sequence 3001 which starts on the 26<sup>th</sup> (a MCI round trip) has also been in Daily Open Time for more than 72 hours. These individual Sequences (3000 and 3001) may be combined by Crew Scheduling to create a new 2-day Sequence 3800 starting on December 25<sup>th</sup>. This new Sequence 3800 will then be placed back into DOT.
    - 2) It is 0945 on December 10<sup>th</sup>. Sequence 3002 which starts on December 11<sup>th</sup> (a LAS overnight) is no longer available for Daily Open Time bidding because it is after 0930 the day before it starts. Sequence 3003 which starts on December 12<sup>th</sup> (a PHX overnight) has been in Daily Open time since 0900 on December 9<sup>th</sup> (in Open Time more than 24 hours and was Dropped 3 days prior to the start of the Sequence). These individual Sequences (3002 and 3003) may be combined to create a new 3-day Sequence 3801 which starts on December 11<sup>th</sup>. The new Sequence in this example will be made available for Aggressive Reserve bidding at 1030 on December 10<sup>th</sup>.
    - 3) It is 0930 on December 10<sup>th</sup>. Sequence 3004 which starts on December 11<sup>th</sup> (a SLC round trip) and Sequence 3005 which starts on December 11<sup>th</sup> (an OMA overnight) are both uncovered. In this example, these Sequences (3004 and 3005) are no longer available to lineholders in Daily Open Time and at 1030 will be made available to Reserve Pilots in accordance with the Reserve assignment rules of this Section. Regardless of the length of time that these individual Sequences have been in Open Time, these Sequences may be combined to create a new 2-day Sequence 3802 which starts on December 11<sup>th</sup>. The new Sequence in this example will be made available for Aggressive Reserve bidding at 1030 on December 10<sup>th</sup>.
7. All Sequences will no longer be available to bid by lineholders at 0930 LDT the day prior, and will be made available to Reserves at 1030 LDT the day prior to the start of the Sequence or remaining portion of a Sequence.

*The Company may combine trips that have been in DOT for specified durations.*

*OT goes to reserves at 0930 the day prior.*

P. REASSIGNMENT

1. General
  - a. Except for a Reserve Pilot during a Reserve assignment, a Pilot shall be considered available for Reassignment when he has been removed from an awarded Sequence, or a portion thereof, training event or from a Reserve assigned Sequence and this removal is for a Cancellation, Training Displacement, or to maintain schedule integrity. A charter flight that operates within 2 hours prior to the originally scheduled departure to 3 hours after the originally scheduled arrival time shall not be considered a Reassignment.

*A Pilot is available for Reassignment if he has been removed from his original under certain rules.*

- b. Crew Scheduling shall make every reasonable effort to notify a Pilot of a Cancellation or delay in accordance with A.4.
  - c. A Pilot shall be Pay Credited for the greater of the originally awarded Sequence or the reassigned Sequence.
  - d. A line holding Pilot may not be reassigned Reserve.
  - e. A Red-Eye or CDO may not be reassigned in lieu of an overnight with rest without Pilot consent.
  - f. A Reserve Pilot may be reassigned Reserve in accordance with [Paragraph Q.](#)
2. If a Pilot is available for Reassignment by 1330 LDT the day prior to the start of the Sequence ("Reschedule"), the following shall apply:
    - a. The Pilot may pick up Open Time to replace the Cancellation with an equivalent number of Duty Periods and shall be Pay Credited for the greater of the Sequences, or
    - b. The Pilot may choose to not pick up time and not be available for Reassignment but shall not be pay protected for the original assignment. In such case, the Pilot shall notify Crew Scheduling no later than 1330 LDT the day prior to notify them that he will not be available for Reassignment, or
    - c. The Pilot may make himself available for Reassignment and shall call Crew Scheduling between 1600-2000 LDT each day of the original Sequence for an assignment for the following day. If Crew Scheduling has no assignment at the time of the call, the Pilot shall be considered released for following day.
  3. If a Pilot is available for Reassignment later than 1330 LDT the day prior to the start of the Sequence ("Reroute"), or the Pilot makes himself available for Reassignment per Paragraph 2.c. above, and Reassignment of the Pilot is necessary, that Pilot will only be reassigned in accordance with the following:
    - a. The Pilot shall be returned to his original Sequence as soon as possible
    - b. A Pilot who is reassigned a Sequence that has fewer Duty Periods than original Sequence and cannot rejoin his original Sequence shall be available for Reassignment under the provisions of Paragraph 2. above for the remainder of the Duty Periods of his original Sequence.
    - c. A Pilot may not be reassigned to an assignment with a Report Time earlier than that of his original Report Time, except with Pilot concurrence.
    - d. Except for Reserve Pilots, a Pilot who is reassigned outside of his originally scheduled Sequence Release Time by more than 3 hours shall have those Pay Credits paid in accordance with a JA pay adjustment for all Flight Time that falls 3 hours or more outside of his originally scheduled Duty Period including the entirety of any scheduled leg in which the 3 hour buffer has been exceeded.
    - e. If, beyond the control of the Company, (i.e. weather/mechanical), a Pilot is assigned at an outstation for a flight or Deadhead on a scheduled Day Off, he must be returned to his Domicile within 24 hours of the originally scheduled return to Domicile. The Pilot shall have the option of a vacation day to be added to his awarded or Earned Vacation as a compensatory day or JA pay for the leg flown.
    - f. If a Cancellation occurs before a Pilot has reported for a Sequence, but the Company has been unable to notify the Pilot prior to his Report Time, the Pilot must be notified of any Reassignment within 1 hour of his scheduled Report Time or he shall be released. The Reassignment shall be for a flight that is scheduled to depart within 3 hours of the original departure time of the cancelled leg or the Pilot shall be released and pay protected for the Sequence. A Pilot may agree to a Sequence that departs more than 3 hours after the original departure time of the cancelled leg; if so, he will be provided a hotel room upon request.
    - g. If a Cancellation occurs after a Pilot has already reported for a Sequence, the Pilot must be notified of any Reassignment within 1 hour of the Cancellation or his inbound arrival (whichever is later) or he shall be released. The Reassignment shall be for a flight that is scheduled to depart within 3 hours of the original departure time of the cancelled leg or the Pilot shall be released and pay protected for the Sequence. A Pilot may agree to a Sequence that departs more than 3 hours after the original departure time of the cancelled leg; if so, he will be provided a hotel room upon request.

*A Pilot has options if his Sequence is removed earlier than 1330 the day prior.*

*After 1330 the day prior, Scheduling may reassign the Pilot.*

**Q. RESERVE – GENERAL**

1. Reserves may be used for all scheduled and non-scheduled flying, including simulator training events.
2. An Open Sequence or simulator training event not awarded or assigned through the Aggressive Reserve or Reassignment processes may be assigned according to the Extension provisions of [Paragraph 3.](#) below. If not assigned according to the Extension provisions, the Sequence shall be assigned in accordance with the following.
  - a. For each Reserve call-out category (Long Call, Medium Call and Short Call) Reserves will be placed in availability "buckets" based on the number of available Reserve days or RDPs as applicable. For example, among the Short Call Reserves, a Pilot with 2 remaining RDPs in his current block of RDPs will be placed in the "2 day" bucket.
  - b. If a Sequence is in Open Time more than 12 hours prior to the scheduled Report Time the Company will attempt to assign the Sequence to a Long Call Reserve. The Company will attempt to assign the Sequence to a Reserve Pilot in the bucket that exactly matches the number of days of the Sequence. If no Pilots are available with the exact number of days available to match the Sequence, the

*Reserves shall be assigned by "buckets" of availability that match the open Sequence, then Want to Fly, then FIFO. Assignments shall go in order to Long, then Medium, then Short call Reserves.*

Company will proceed to the bucket that contains Reserve Pilots whose days of availability are equal to the Sequence length plus one day. The Company will continue with this progression until the Sequence is assigned or until there are no more Long Call Reserves to consider for the assignment. If there is more than one Reserve Pilot in a bucket, the assignment will be made based on the priorities as specified in b.1) – 3) below. If the Sequence is not assigned to a Long Call Reserve, Crew Scheduling will proceed to Medium Call Reserves as described in paragraph c. below.

- 1) Reserve Pilots who are legal (per FARs and the Agreement) to operate the entire Sequence, then
  - 2) Reserve Pilots who have identified themselves as “Want to Fly”. Reserve Pilots who wish to be on the Want to Fly list shall call Scheduling by 1200 LDT the day prior. The Reserve Pilot may be assigned a Sequence in any Window by mutual agreement between the Reserve Pilot and Scheduling, then
  - 3) “First in/first out” (FIFO). That is, the first Reserve Pilot to be released from a Reserve flying assignment shall be the first Reserve Pilot assigned to a flying assignment. If assignment of a Reserve Pilot will result in a monthly Block In excess of 75 hours a Reserve Pilot may, at Crew Scheduling’s option, be bypassed for assignment.
- c. If a Sequence is in Open Time less than 12 hours prior to the scheduled Report Time but more than 8 hours prior to the scheduled Report Time the Company will attempt to assign the Sequence to a Medium Call Reserve. The Company will attempt to assign the Sequence to a Reserve Pilot in the bucket that exactly matches the number of days of the Sequence. If no Reserve Pilots are available with the exact number of days available to match the Sequence, the Company will proceed to the bucket that contains Reserve Pilots whose days of availability are equal to the Sequence length plus one day. The Company will continue with this progression until the Sequence is assigned or until there are no more Medium Call Reserves to consider for the assignment. If there is more than one Reserve Pilot in a bucket, the assignment will be made based on the priorities in c.1) – 3) below. If the Sequence is not assigned to a Medium Call Reserve, Crew Scheduling will proceed to Short Call Reserves as described in paragraph d. below.
- 1) Reserve Pilots who are legal (per FARs and the Agreement) to operate the entire Sequence, then
  - 2) Reserve Pilots who have identified themselves as “Want to Fly”. Reserve Pilots who wish to be on the Want to Fly list shall call Scheduling by 1200 LDT the day prior. The Reserve Pilot may be assigned a Sequence in any Window by mutual agreement between the Reserve Pilot and Scheduling, then
  - 3) “First in/first out” (FIFO). That is, the first Reserve Pilot to be released from a Reserve flying assignment shall be the first Reserve Pilot assigned to a flying assignment. If assignment of a Reserve Pilot will result in a monthly Block In excess of 75 hours a Reserve Pilot may, at Crew Scheduling’s option, be bypassed for assignment.
- d. If a Sequence is in Open Time less than 8 hours prior to the scheduled Report Time the Company will attempt to assign the Sequence to a Short Call Reserve. The Company will attempt to assign the Sequence to a Reserve Pilot in the bucket that exactly matches the number of days of the Sequence. If no Reserve Pilots are available with the exact number of days available to match the Sequence, the Company will proceed to the bucket that contains Reserve Pilots whose days of availability are equal to the Sequence length plus one day. The Company will continue with this progression until the Sequence is assigned or until there are no more Short Call Reserves to consider for the assignment. If there is more than one Reserve Pilot in a bucket, the assignment will be made based on the priorities listed in d.1) – 3) below. If the Sequence is not assigned to a Short Call Reserve, Crew Scheduling may split the Sequence and begin the Reserve assignment process at B. above over again.
- 1) Reserve Pilots who are legal (per FARs and the Agreement) to operate the entire Sequence, then
  - 2) Reserve Pilots who have identified themselves as “Want to Fly”. Reserve Pilots who wish to be on the Want to Fly list shall call Scheduling by 1200 LDT the day prior. The Reserve Pilot may be assigned a Sequence in any Window by mutual agreement between the Reserve Pilot and Scheduling, then
  - 3) “First in/first out” (FIFO). That is, the first Reserve Pilot to be released from a Reserve flying assignment shall be the first Reserve Pilot assigned to a flying assignment. If assignment of a Reserve Pilot will result in a monthly Block In excess of 75 hours a Pilot may, at Crew Scheduling’s option, be bypassed for assignment.
- e. Reserve Pilots who need to complete their Consolidation of Knowledge and Skills (FAR 121.434), High Minimums (FAR 121.652) (unless forecast weather is below the High Minimums limitations), or Currency (FAR 121.439), may be assigned Sequences out of the order required by paragraphs a. through d, above, to ensure that FAR requirements are met. If a Reserve Pilot has not accumulated at least 50 block hours toward the Consolidation of Knowledge and Skills requirement within 90 days after his Proficiency Check, the Company may assign him out of the normal Reserve assignment order until he completes his Consolidation of Knowledge and Skills requirement.

3. When a Reserve Pilot completes an assignment he must contact Crew Scheduling for release or a new assignment. The new assignment must be given within one hour and must be scheduled to depart within 4 hours of Block In. A new assignment may be given outside the normal order (Extended) in Paragraph 3. above under the following conditions:

*Upon completion of an assignment, Reserves must call to be released of Extended.*

- a. The Pilot is released to Call-Back status after the Extended assignment if still within his RDP.
- b. A Pilot may be Extended only once per block of Reserve Days for an overnight assignment, and the extension shall include no more than one layover. Additionally, the Pilot shall be returned to Reserve status (in accordance with Paragraphs 3.a. above or R.3. below) or released from duty at the first point that the assignment returns to his Domicile after the layover.
- c. A Short Call Reserve shall be Extended prior to a Long or Medium Call Reserve unless there is a Long or Medium Call Reserve available on his last day.
- d. A Short Call shall not be Extended on his last day of a block of Reserve Days.
- e. A Reserve shall not be Extended after an overnight Duty Period (i.e. CDO, Red-Eye).
- f. A Reserve shall not be Extended back-to-back, except to maintain schedule integrity.
- g. If there are multiple Reserve Pilots available under the above conditions, the priority order shall be:
  - 1) Assign to "Want to fly" Reserves in seniority order
  - 2) Assign inverse seniority

4. Release from duty

- a. Long Call Reserves shall be considered released no later than 1000 LDT on the last day of a block of Reserve Days unless previously given an assignment.
- b. Medium Call Reserves shall be considered released no later than 1200 LDT on the last day of a block of Reserve Days unless previously given an assignment.
- c. Any Reserve Pilot may be released from duty at anytime with the concurrence of Crew Scheduling. This release shall be handled on an individual basis and shall not set precedent for any other Pilot or Reserve Day.
- d. Short Call Reserves may be released to Call-Back status by Pilot request and Crew Scheduling concurrence. On Call-Back status, the Reserve Pilot shall be released from duty, but shall be required to call Crew Scheduling within one hour before to 2 hours after (or a different time by mutual consent between the Pilot and Crew Scheduling) the originally scheduled RDP end.

*Reserves shall be released as defined.*

R. RESERVE – LONG/MEDIUM CALL

1. Long Call Reserves must be able to report within 12 hours of the initial contact (including a message left). Medium Call Reserves must be able to report within 8 hours of the Positive Telephone Contact for the assignment. If a message is left for the Reserve Pilot it shall include a minimum of: LDT of notification, LDT the Pilot must acknowledge the assignment, Sequence Report Time, Sequence number and length of Sequence.
2. Long Call Reserves must contact Crew Scheduling to acknowledge their assignment within 2 hours of initial contact. Medium Call Reserves must contact Crew Scheduling to acknowledge their assignment within 30 minutes of initial notification. If a Reserve Pilot will be out of contact for longer than these periods he shall notify Scheduling in advance with the length of time he is expected to be out of contact.
3. A Long/Medium Call Reserve shall be returned to Long/Medium Call status upon completion of an assignment unless given a new assignment or moved to Short Call Reserve.
4. Long/Medium Call Reserves may be moved to Short Call Reserve:
  - a. for 6 RDPs per Monthly Bid Period with no pay adjustment. For any additional moves to Short Call Reserve, the Pilot shall be Pay Credited one hour in addition to the Monthly Pay Guarantee.
  - b. for not more than 2 consecutive RDPs.
  - c. upon return from an assignment. In such case the RDP shall be limited to 10.5 hours including the Duty Period of the assignment.
  - d. never on the last day of a block of Reserve Days.

*Long Call Reserves must be able to report within 12 hours. Medium Call within 8 hours.*

S. RESERVE – SHORT CALL

1. Short Call Reserves must be able to report within 2 hours of notification. In the event that less than 2 hours' of notification is given, the Pilot shall be expected to report as soon as possible.
2. The following Reserve Duty Periods (RDPs) shall be used to ensure Reserves are aware of and receive legal rest (all times are LDT). To accommodate marketing changes, the RDP times may be modified prior to the Monthly Bid Period no more than plus or minus 60 minutes from the times established in this agreement for the respective RDPs. These modifications must be published in the Monthly Bid Package.
  - a. 'A' RDP shall be from 0500-1530. On the first day of any assignment, the Report Time shall not be prior to 0500 and the assigned Duty Period shall not extend beyond 1900. For example: A Pilot is on Reserve Monday through Friday and is assigned a 3-day Sequence starting on Monday. The Sequence report on Monday must be at or after 0500 and the duty on Monday must end by 1900.

*Short Call Reserves shall be available in RDPs.*

However, the duty times on Tuesday and Wednesday do not have to be within the RDP times for those days.

- b. 'B' RDP shall be from 0900-1930. On the first day of any assignment, the Report Time shall not be prior to 0900 and the assigned Duty Period shall not extend beyond 2300.
  - c. 'C' RDP shall be from 1200-2230. On the first day of any assignment, the Report Time shall not be prior to 1200 and the assigned Duty Period shall not extend beyond 0200.
  - d. 'D' RDP shall be from 1800-0100. On the first day of any assignment, the Report Time shall not be prior to 1800. For the first Duty Period of any assignment, and the last day of a block of RDPs, the assigned Duty Period shall not extend beyond 0800, except for CDOs which may not extend beyond 1000. For example: A Pilot is on Reserve Monday through Saturday morning and is assigned a 3-day Sequence starting on Thursday. The Sequence Release Time on Saturday must be no later than 0800.
  - e. 'E' RDP shall be from 2000-0300. On the first day of any assignment, the Report Time shall not be prior to 2000. For the first Duty Period of any assignment, and the last day of a block of RDPs, the assigned Duty Period shall not extend beyond 1000, except for CDOs which may not extend beyond 1200.
3. All RDPs must be preceded by a minimum of 10 hours of rest. For example, if an 'A' RDP is changed to a 'B' RDP and an assignment extends until 2200, the start of the scheduled 'A' RDP for the next day shall be modified to 0800. This may be reduced to minimum legal rest with Pilot consent.
  4. Short Call Reserve Pilots shall call Crew Scheduling between 1600 and 2 hours prior to the start of their first RDP in a block of RDPs for possible assignment.
  5. Reserve Pilots shall be required to be available to be contacted only during their RDP. Should the Pilot not be immediately available for contact during this period, the Pilot shall return any calls from Scheduling received during this period within 10 minutes after the last telephone number attempted by Crew Scheduling or be subject to receiving an "Unable to Contact" (UTC). Crew Scheduling shall not be required to contact more than 3 telephone numbers.
  6. Reserve Windows shall be specified in lines in the Monthly Bid Package as AM ('A' and 'B' RDPs), MID ('C' RDP) or PM ('D' and 'E' RDPs). Lines shall consist of only one Window throughout the line. Crew Scheduling will determine RDPs within the AM and PM Windows no later than the 18th of the month prior to the award month.
  7. Crew Scheduling may change RDP assignments with Positive Telephone Contact. However, except as allowed in Paragraph 8. below, a Pilot's RDP assignment shall only be changed to an RDP within the same Window as originally awarded. (For example: 'A' and 'B' RDP periods may be changed with each other, but an 'A' RDP shall not be changed to a 'C' RDP). In addition, a 'C' RDP may be changed to a 'B' RDP. Except as provided in Paragraph S.1. and 8., the start, completion or duration times of RDPs shall not be modified except to allow for legal or contractual rest.
  8. Reserve Pilots may only be converted to an adjacent Window (except from a 'C' RDP to a 'B' RDP as allowed by Paragraph 7. above) under the following conditions:
    - a. The Pilot must be given 2 Calendar Days' notice prior to the start of the new RDP (e.g. on Monday for an RDP starting Wednesday)
    - b. The Pilot must remain in the new Window for the duration of that block of Reserve Days and then will return to his originally awarded Window for the next block of Reserve Days (unless otherwise modified in accordance with this Section).
    - c. Moving to or from a PM Window is only allowed for 2 blocks per Monthly Bid Period. If the move is retracted within the same Duty Period as the original notification was given, it shall not count towards this allowance.
    - d. When moved to a PM Window, the RDP or the Duty Period of any assignment on the last day of a block of days must terminate no later than 0200 LDT on the following day or the Pilot shall receive Pay Credits at the Junior Assignment rate for the entirety of any flying past 0200 LDT on the following day. The Reserve Pilot shall be given the option to receive another Day Off of his choosing (except for Restricted Days), in lieu of the JA pay. If the Pilot has no more RDPs for the remainder of the Monthly Bid Period, he shall receive JA pay for the assignment.
  9. Aggressive Reserve shall occur as follows:
    - a. Any open assignments shall be made available to be flown by Short Call Reserve Pilots and be posted by 1030 LDT on the Electronic Bid System the day prior to the start of the assignment. Bids will close for these assignments daily at 1330 LDT. Sequences shall be awarded no later than 1530 LDT. All bid awards shall be in seniority order. The Pilot shall confirm the assignment by 2000 or upon release from any current assignment on the day of the award by the Electronic Bid System or Positive Telephone Contact with Scheduling. Once an assignment has been awarded it cannot be declined.
    - b. Reserve Pilots may bid for desired Sequence(s) through the Aggressive Reserve process. The show time of the Sequence must fall within the Pilot's scheduled Reserve Window except by mutual agreement between the Pilot and Crew Scheduling.

*RDPs must be preceded by 10 hours rest.*

*Reserves must call after 1600 prior to a week of Reserve and shall be available during RDPs.*

*Reserve Windows and changes to Windows/RDPs defined.*

*Short Call Reserves may bid Aggressive Reserve.*

- c. Pilots may bid for any No Fly status provided by Crew Scheduling. No Fly shall be made available at the discretion of Scheduling. Pilots awarded No Fly shall be released from their RDP assignment for that day without any pay reduction.
  - d. Pilots may bid for a specific RDP that is made available at the discretion of Crew Scheduling.
  - e. Except in the case of a Pilot returning from sick status, once a Sequence has been awarded to a Reserve Pilot through Aggressive Reserve, the Reserve Pilot will no longer be required to be available for contact during the original RDP in which the Sequence starts. In addition, the award shall not be changed except as allowed by Section 5. T. or U. unless the Pilot is assigned a new Sequence during the RDP prior to the RDP in which the awarded Sequence starts. The Pilot may be Extended in accordance with this [Paragraph 0.3.](#)
10. If the Pilot completes the assignment within a scheduled RDP, any new assignment must be in accordance with [Paragraph 0.](#) and [S.](#) and the total Duty Period must be less than 14 hours. If Crew Scheduling does not have a new assignment, the Pilot shall remain on duty for the remainder of the scheduled RDP (not to exceed 14 hours duty) under the normal Reserve provisions of this Section, including telephone availability and 2 hour notification.
11. If the Pilot completes the assignment outside of an originally scheduled RDP, the Pilot shall be released until the next scheduled RDP in accordance with [Paragraph 3.](#) above.

T. RESERVE DROP/TRADE/SWAP

- 1. Reserves may Drop any RDP or Reserve Day with Crew Scheduling concurrence. The Pilot's Pay Credits (including the Monthly Pay Guarantee) will be reduced by 4 hours for each RDP or Reserve Day Dropped.
- 2. Any RDP or Reserve Day shall be movable with Pilot and Crew Scheduling concurrence.
- 3. Reserve Line holders may Trade or Swap Reserve Days under the following provisions:
  - a. Reserve Trade/Swap bidding will open at 0900 on the 30<sup>th</sup> of the month prior to the applicable Monthly Bid Period. Requests shall be submitted via the Electronic Bid System "Pilot Reserve Day Trades/Swaps" folder but will be awarded manually by Crew Scheduling in first-come, first-served order.
  - b. Trade/Swap requests must be submitted via the Electronic Bid System no later than 1700, 2 Calendar Days prior to the earliest date being Swapped, (e.g. by 1700 on June 5<sup>th</sup> for a request that involves Adding or removing a Reserve Day on June 7<sup>th</sup>.)
  - c. The process will be completed daily at 1700 (and more frequently during the day if the operation permits) and results will be visible by 1800.
  - d. Pilots may Trade/Swap RDPs based on the following constraints:
    - 1) A minimum number of Overnightable Reserves in each Window (after accounting for known open Duty Periods) shall be defined by the Association and the Company on at least a quarterly basis and published in the Reserve Trade/Swap folder. Initially, the minimum numbers shall be 4 each in the AM and MID Windows, and 3 in the PM Window, but no less than 11 total Overnightable Reserves. This number may be modified by mutual agreement for projected Irregular Operations (e.g., forecasted blizzard in DEN 3 days from now).
    - 2) No Trades/Swaps will be approved that create a "stand-alone" Reserve Day.
    - 3) No Trades/Swaps will be approved that result in removal of Reserve Days over the first 4 days of a Monthly Bid Period.

*Reserves may Swap RDPs if coverage is met.*

U. VOLUNTARY JUNIOR ASSIGNMENT (VJA)

- 1. The Company shall maintain a VJA list. Reserves shall be allowed on the VJA List. The VJA List shall be used for uncovered or Open Time after the Reserve assignment process, and before the Junior Assignment process.
- 2. The VJA List shall contain the following information for each Pilot:
  - a. The name and employee number of the Pilot
  - b. The contact number for the Pilot
  - c. The date(s) the Pilot is available
  - d. The type of Sequence(s) the Pilot is interested in including:
    - 1) No Red-Eye
    - 2) No CDO
    - 3) No layover city
    - 4) Length of Sequence
    - 5) Earliest local Report Time
    - 6) Latest local release time
    - 7) Sequence Report time
    - 8) Sequence Release Time
    - 9) Minimum Pay Credit
    - 10) Maximum Block Time

*Line Pilots may define parameters for VJA for 125% pay.*

3. Extra flying shall be offered on a seniority basis to Pilots legal and available for the assignment. If a Pilot is unable to be contacted, the Pilot shall be bypassed and Crew Scheduling shall proceed to the next Pilot in seniority order. The Pilot shall not have the option to pass the assignment.

V. JUNIOR ASSIGNMENT (JA)

1. A Pilot shall be considered Junior Assigned if he is assigned duty outside of his awarded schedule, except as allowed by Reassignment.
2. Junior Assignment shall be done in accordance with the following process:
  - a. A Pilot may only be JA'd by Positive Telephone Contact.
  - b. A Pilot may not be called for a JA while on vacation.
  - c. [Paragraph A.4.c.](#) shall not apply.
  - d. Pilots shall be called in reverse seniority order of Pilots who are legal for the JA and have not already been JA'd during that Monthly Bid Period.
  - e. If the JA cannot be filled, Pilots, including those who would require a schedule adjustment to be legal for the JA, shall be called in reverse seniority order. If a Schedule adjustment is required the Pilot shall be Pay Credited for the greater of the assignments at the JA rate.
  - f. If a Pilot is listed as VJA and operates an assignment as a result of JA process, he shall be Pay Credited 150% in accordance with JA pay.
3. No Pilot shall be JA'd more than once during a Monthly Bid Period unless they agree to the assignment.
4. Prior to canceling a flight(s), the Company may take the following steps as a "last resort:"
  - a. Two Line holding Captains may fly together provided the senior Pilot (system seniority) has the option to fly as Captain and both are paid as Captain.
  - b. Two Designated Captain Qualified First Officers may fly together. The senior Pilot (system seniority) shall have the option to fly as Captain or First Officer and be paid at the appropriate rate.
5. A Pilot who is JA'd may give away that Sequence provided the Pilot who is given the Sequence is legal and can report at the normal check-in time. It is the responsibility of the Pilot who was JA'd to notify the Company of the giveaway and assure its legality as soon as the transaction is complete. A Pilot who gives the JA away shall retain credit for the purpose of meeting Paragraph V.3. The Pilot who accepts the Sequence shall be paid in accordance with [Section 4.](#)
6. If a Pilot begins a multiple day Sequence on JA, the Pilot may be replaced, at Crew Scheduling's option, on the second day at the earliest point in their Domicile. If the Pilot desires to fly the entire Sequence at JA pay, the Pilot may do so with Crew Scheduling concurrence.
7. Crew Scheduling shall maintain a JA Log indicating:
  - a. Which Pilot(s) were contacted or attempted to be contacted
  - b. At what telephone number(s) they attempted contact
  - c. The time
  - d. The result
  - e. The flight(s) to be covered
  - f. The initials of the Crew Scheduler making the entry

*JA shall be reverse seniority order for 150% pay. Time of day contact limitations don't apply.*

W. DISPLACEMENTS

1. Crew Scheduling shall make every effort to contact a Pilot that is being displaced before the displaced Pilot leaves for the airport.
2. Training Displacement(s)
  - a. If a Company IOE/Line Check Airman or a Pilot in training displaces a line holder from his scheduled Sequence(s), the line holder may be reassigned to other duty in accordance with [Paragraph P.](#) Any Reassignment to a training displaced Pilot may only be made after the Sequence has been removed from Open Time in accordance with [Paragraph O.7.](#)
  - b. If a Pilot is not reassigned prior to his originally scheduled Report Time, he shall be released from duty at that time with no reduction in pay.
3. Management Displacement
  - a. Management Pilots may displace a line holder from a Sequence with that Pilot's consent, or for a demonstrated operational need.
  - b. The displaced Pilot shall be released from duty for that portion of the Sequence from which he is displaced with no reduction in pay.
  - c. The displaced Pilot may Add Open Time over the displaced Sequence and shall be Pay Credited for both Sequences.

*A Pilot displaced for Training may be Reassigned. A Pilot displaced for Management shall be released.*

X. DECLARED IRREGULAR OPERATIONS

1. For the purpose of this provision, a Declared Irregular Operations (DIO) is defined as any short-term event, including a meteorological condition, that significantly disrupts or that is predicted to significantly disrupt

at least 25% of the total daily system Flight Segments. Time permitting, the Company and the Association shall discuss a pending DIO and the actions necessary.

2. This provision is intended to provide the Company greater flexibility to operate during, and reestablish normal scheduled operations after, a DIO. In order to use this provision, the Vice President of Flight Operations, Director of Operations, or a Position they report to under the Company organizational chart, must declare a DIO based on a known or predicted event. A DIO may be declared for an initial period up to 24 hours, renewable thereafter in up to 24 hour increments. Notice of the DIO shall be included on all releases and as a CrewTrac message to all Pilots. The Vice President of Flight Operations, or his designee, shall provide the Association notice prior to the declaration with a summary of what Paragraph(s) (or portions thereof) in Section 5 are expected to be suspended. Within 3 days after the completion of the DIO, the Vice President of Flight Operations shall provide the Association a written summary of what portions of the CBA were suspended and the reasons supporting the Company's decision.
3. During a DIO, the Association shall allow reasonable relief to the Company from Paragraphs [J.4.](#), [J.5.](#), [J.6.](#), [O.3.](#), [O.4.](#), [O.](#), [R.](#), [S.](#), [T.](#), [V.2.](#), and [V.3.](#) (or portions thereof) as necessary to reestablish normal scheduled operations.
4. During a DIO the Captain or his designee will be the primary contact person for communications between Crew Scheduling and a cockpit crew who has reported for or is currently operating a Sequence.

*The VP Flt Ops may suspend certain provision for Irregular Operations.*



## SECTION 6 STAFFING ADJUSTMENTS

### A. GENERAL

1. Staffing Adjustments (SA) shall be first offered through the Voluntary Staffing Adjustment (VSA) procedure, and then assigned through the Involuntary Staffing Adjustment (ISA) procedure if necessary.
2. All VSAs shall be awarded in seniority order according to the Master Bid, this Section and [Section 3](#).
3. All ISAs shall be assigned in reverse seniority order.
4. Secondary Staffing Adjustments (Staffing Adjustments directly caused by a posted Staffing Adjustment and awarded or assigned as part of the same bid) shall be filled from the Master Bid of the remaining Pilots, but shall not be required to be posted.
5. If the Company determines that it needs to hire Pilots, those SAs shall not be available for bid to Pilots on the Seniority List, other than Pilots covered by [Section 3.F](#). A New Hire Pilot shall be trained as and assigned to First Officer.
6. The results of each SA shall be posted at all Domicile lounges, online and sent to the Association offices no later than 24 hours after the bid close.
7. A Pilot shall have 72 hours from the close of the bid to protest the bid results.
8. If an SA is cancelled, the Pilot awarded such SA shall remain in their current Position.
9. To be awarded a Captain VSA, a Pilot must meet the upgrade requirements specified in [Section 13](#) and [Section 20.E](#).

*All SAs by Master Bid.  
VSA in seniority order,  
ISA in reverse.*

*Awards posted within  
24 hrs, 72hrs to  
protest.*

### B. EFFECTIVE DATE

1. When a Pilot's Hourly Rate changes as the result of an SA, the Pilot's Hourly Rate shall change on the Effective Date.
2. For Pilots moving from First Officer to Captain, the Effective Date shall be the date of the final Line Check, but no later than 70 days from the start of training.
3. For Pilots moving from Captain to First Officer, the Effective Date shall be 7 days after the start of training. However, if a Pilot moves from Captain to First Officer as a result of an ISA, that Pilot shall continue to receive Captain pay until the Effective Date, or for a minimum of 15 days from the date of the posting of the associated ISA (not including the posting date), whichever is later.

*Effective Dates for  
upgrade and  
downgrade.*

### C. MASTER BID

1. The Company shall be responsible for maintaining the Master Bid.
2. Any Pilot who wishes to maintain a Master Bid shall be bound to such bid and that bid shall include:
  - a. Seat (CA/FO)
  - b. Date/time of each change
  - c. Signature of flight operations management (unless via automated bid) for each change
  - d. Signature of the Pilot (unless via automated bid) for each change
3. If a Pilot does not have a Master Bid, that Pilot shall be bypassed for any VSA.

### D. VOLUNTARY STAFFING ADJUSTMENT

1. All VSAs should be posted for bid at all Domicile lounges, online and sent to FAPA offices not less than 10 days prior to closing and shall be awarded in accordance with the Master Bid. If a VSA is not posted at least 10 days prior to closing any resultant award may be declined within the 72 hour protest period described in [Paragraph A.7](#), above.
2. A Pilot on a Leave of Absence with a return date after the published start date for training shall not be awarded that VSA unless the Pilot, prior to the bid close, modifies the Leave of Absence in accordance with [Section 9](#) to accommodate the training date.
3. The results of each bid shall be posted at all Domicile lounges, online and sent to the Association offices no later than 24 hours after the bid close.

*VSAs posted at least  
10 days prior to close  
and results posted  
within 24 hrs.*

*Pilot must not be on  
leave at training start.*

### E. INVOLUNTARY STAFFING ADJUSTMENT

1. A Pilot subject to an ISA to First Officer, by mutual agreement between the Pilot and the Company, may complete a Captain PC/PT to reset his Simulator Base Month in order to be available for a full 6 months after the ISA to First Officer in order to be qualified as a Captain Qualified First Officer. This option, if offered, shall be offered to Pilots in seniority order.
2. A Pilot subject to an ISA to First Officer shall have the right of first refusal to return to the Captain Position for a Captain VSA posted within 6 months of the ISA Effective Date to First Officer. During this 6 month period, other Pilots shall not be awarded a Captain VSA until all Pilots subject to an ISA to First Officer have been returned to Captain or bypassed the Captain VSA(s).

*ISA First right of  
refusal for VSA.*



## **SECTION 7 MOVING EXPENSES**

In the event the Company opens another Pilot Domicile, the Company and the Association shall meet to discuss moving expenses and other issues in accordance with Section 1.K. 2.



## SECTION 8 VACATIONS

### A. GENERAL

1. Pilots shall receive vacations with pay. Pilot vacation awards shall be granted in seniority for the Position a Pilot holds, at the time of the vacation bid round award. Pilots shall bid vacation based on their projected year end accrual.
2. A Pilot's daily rate for pay in lieu of vacation shall be 4.167 hours per day of vacation.
3. Unused vacation periods due to Pilot retirement, terminations, etc. may be promptly placed back into the Open Vacation Periods and be available for bid.

*Unused Vacation paid at 4.167hrs/day.*

### B. ACCRUAL

Vacation days shall be accrued in the current calendar year to be taken in the following calendar year according to the following rates (based on years of service as a Pilot):

1. A Pilot who, as of December 31 of any year, has less than 1 calendar year of Active Service with the Company shall be entitled to a vacation on the basis of .577 Calendar Days per pay period.
2. As of December 31 of any year, a Pilot who has completed 1 year or more of Active Service but less than 5 years of Active Service shall receive 15 Calendar Days.
3. As of December 31 of any year, a Pilot who has completed 5 years or more of Active Service but less than 10 years of Active Service shall receive 21 Calendar Days.
4. As of December 31 of any year, a Pilot who has completed 10 years or more of Active Service shall receive 28 Calendar Days.

### C. VACATION BIDDING

1. Bidding for annual vacation shall be accomplished in 4 rounds. If a Pilot wishes to bid for consecutive periods in one choice, he shall indicate his preference for the first period and the total number of days desired in accordance with Paragraph 2. below. A Pilot who does not bid a sufficient number of choices in any round to receive an award shall have any remaining vacation carried into the next round.
2. Vacation periods of 10 days or less shall be taken as one period. Any vacation period of 11 days or more may be split. Split vacation periods shall be split in multiples of 7 days and any remaining days shall be bid as one additional split period.
3. Following the fourth round awards, a Pilot who has unawarded vacation shall have that vacation assigned by the Company.
4. Vacation Bidding Rounds shall occur as follows:
  - a. No later than September 1, the Company shall post the First Round Vacation Bid Package, by Position, covering the following calendar year. Bidding shall commence at 0900 LDT on September 1 and close at 0900 LDT on September 12 and be posted by 1700 LDT on September 12. Protest via phone to Frontier Crew Planning must be received no later than 1700 LDT on September 15. First Round bid awards will be finalized no later than September 16 at 1700 LDT.
  - b. No later than September 16, the Company shall post the Second Round Vacation Bid Package, by Position, covering the remaining vacation periods for the following calendar year. Bidding shall commence at 1700 LDT on September 16 and close at 0900 LDT on September 27 and be posted by 1700 LDT on September 27. Protest via phone to Frontier Crew Planning must be received no later than 1700 LDT on September 30. Second Round bid awards will be finalized no later than October 1 at 1700 LDT.
  - c. No later than October 1, the Company shall post the Third Round Vacation Bid Package, by Position, covering the remaining vacation periods for the following calendar year. Bidding shall commence at 1700 LDT on October 1 and close at 0900 LDT on October 12 and be posted by 1700 LDT on October 12. Protest via phone to Frontier Crew Planning must be received no later than 1700 LDT on October 15. Third Round bid awards will be finalized no later than October 16 at 1700 LDT.
  - d. No later than October 16, the Company shall post the Fourth Round Vacation Bid Package, by Position, covering the remaining vacation periods for the following calendar year. Bidding shall commence at 1700 LDT on October 16 and close at 0900 LDT on October 27 and be posted by 1700 LDT on October 27. Protest via phone to Frontier Crew Planning must be received no later than 1700 LDT on October 30. Fourth Round bid awards will be finalized no later than November 1 at 1700 LDT.

*Vacation periods 7 days bid in 4 rounds.*

### D. OPEN TIME

Pilots who are on a scheduled vacation period may pick up Open Time in accordance with [Section 5](#). Such flying during a scheduled vacation period shall be Pay Credited at the Pilot's appropriate Hourly Rate. All days worked during the vacation period(s) shall count as vacation.

### E. VACATION TRADES /SWAPS

Pilots may Trade/Swap vacation periods with the following constraints:

1. Trades/Swaps must be Position specific.

2. Vacation periods must be within the same calendar year.
3. The Company must receive the Trade/Swap prior to the beginning of the Monthly Bid Period immediately preceding the month the vacation Trade/Swap would be effective (e.g., before March 1, for an April vacation Trade/Swap).

*Vacation Trades must be submitted the month prior.*

**F. VACATION OVERLAP/ SLIDE OR TRIP INTERFERENCE**

1. A Pilot may slide his vacation period plus or minus 3 Calendar Days provided the slide does not create a Sequence interruption. A Pilot shall not be permitted to slide a vacation period between Monthly Bid Periods.
2. A Pilot who intends to slide his vacation period must notify Crew Scheduling in accordance with the Timetable in [Section 5.H.](#) (the close of the vacation slide/adjustment period).
3. Should a Sequence overlap, or interfere, with a Pilot's scheduled vacation period, the Pilot may choose to:
  - a. Fly the Sequence(s) as scheduled, with Crew Scheduling:
    - 1) removing the Pilot on the day prior to the start of his vacation on the last outbound leg of the Sequence as it passes through his Domicile, and
    - 2) assigning the Pilot to rejoin his Sequence on the day after his vacation ends, on the first outbound leg of the Sequence as it originates or passes through his Domicile.
  - b. Drop the portion(s) of the Sequence(s) that does not interfere with the Pilot's vacation and be charged for that portion at his appropriate Hourly Rate.
4. The Pilot has the responsibility to notify Crew Scheduling prior to the close of the vacation slide/adjustment period of his intentions concerning any or all Sequence(s) overlap or interference with his scheduled vacation. It is recommended that the Pilot notify Crew Scheduling in writing of these intentions.

*Flying touched by Vacation dropped through Domicile.*

**G. CANCELLED VACATIONS**

1. A Pilot's vacation shall only be cancelled when the needs of service necessitate the Cancellation. When a Pilot's vacation is cancelled the Company shall first solicit volunteers for such Cancellation. If there are insufficient volunteers for such Cancellation, the Company may make such Cancellations mandatory.
  - a. Voluntary Cancellations shall be awarded in seniority order.
  - b. Involuntary Cancellations shall be awarded in reverse order of seniority.
2. In the event the Company cancels a Pilot's vacation, the Pilot may elect to be rescheduled to an Open Vacation Period during that calendar year. If the Pilot elects not to be rescheduled during that calendar year, then, at the Company's option, the Pilot may defer the vacation to be bid in the next calendar year or be paid in lieu of vacation.
3. In the event the Company cancels a Pilot's vacation and the Pilot suffers a loss of a non-refundable cost which the Pilot has made for his scheduled vacation, the Company shall reimburse the Pilot for such loss. Receipts for such loss must be presented to the Company for reimbursement.

**H. CHANGE OF STATUS**

1. The Pilot shall bid in his Position as of the closing date of the bidding round. A Pilot who changes Position may bid in his new Position during any remaining vacation rounds. If no rounds remain, he will be subject to Paragraph 2. below.
2. A Pilot who changes Position must drop his scheduled vacation for the vacated Position and re-bid in seniority with his class from Open Vacation Periods in his new Position. In the event there are no Open Vacation Periods available for bid in the new Position, they shall be assigned a vacation by the Company or paid in lieu of an awarded vacation at the Company's option.
3. In the event a Pilot is displaced by the Company and his scheduled vacation period cannot be retained, the Pilot may:
  - a. Be paid in lieu of such vacation, or
  - b. Be rescheduled
4. A Pilot who retires or is terminated shall be paid for his Earned and Accrued Vacation in accordance with [Paragraphs A.2. and B.](#) above.
5. A Pilot, who is in his last year of service due to mandatory retirement, shall be able to forgo his vacation for that year and elect to receive appropriate pay for any unused Accrued Vacation. In order to do so, the Pilot must notify the Company 30 days prior to the first vacation bid round.

*Pilots must re-bid vacation when status changes.*

**I. VACATION BID PERIODS**

The following periods shall be used for bidding vacation periods:

1. JAN 2-8	2. JAN 9-15	3. JAN 16-22	4. JAN 23-29
5. FEB 1-7	6. FEB 8-14	7. FEB 15-21	8. FEB 22-28
9. MAR 3-9	10. MAR 10-16	11. MAR 17-23	12. MAR 24-30
13. APR 2-8	14. APR 9-15	15. APR 16-22	16. APR 23-29
17. MAY 2-8	18. MAY 9-15	19. MAY 16-22	20. MAY 23-29
21. JUN 2-8	22. JUN 9-15	23. JUN 16-22	24. JUN 23-29

25. JUL 2-8	26. JUL 9-15	27. JUL 16-22	28. JUL 23-29
29. AUG 2-8	30. AUG 9-15	31. AUG 16-22	32. AUG 23-29
33. SEP 2-8	34. SEP 9-15	35. SEP 16-22	36. SEP 23-29
37. OCT 2-8	38. OCT 9-15	39. OCT 16-22	40. OCT 23-29
41. NOV 2-8	42. NOV 9-15	43. NOV 16-22	44. NOV 23-29
45. DEC 2-8	46. DEC 9-15	47. DEC 16-22	48. DEC 23-29





## SECTION 9 LEAVES OF ABSENCE

### A. GENERAL

1. A Pilot shall provide notice to the Chief Pilot's office of his projected start (whenever possible) and return date from a Leave of Absence as far in advance as possible.
2. A Pilot on a Leave of Absence with a return date after the published VSA start date for training shall not be awarded that VSA unless the Pilot, prior to the VSA bid close, modifies the Leave of Absence in accordance with this Section to accommodate the training date.
3. A Pilot on a Leave of Absence shall not be allowed to convert his Leave of Absence to another type of leave without the permission of the Chief Pilot's office unless otherwise allowed under the provisions of this Section or federal law.
4. A Pilot on a Leave of Absence may not perform duties for the Company except by mutual agreement between the Pilot and the Company.
5. A Pilot with a vacation period during a Leave of Absence shall have the option to be paid for the entire vacation or re-bid the entire vacation from Open Vacation Periods. This applies to all Leaves of Absence, including those that do not otherwise allow pay from vacation.

*Pilot must not be on leave at training start.*

### B. ASSOCIATION LEAVE OF ABSENCE

1. Upon written request by the Association President to the Vice President of Flight Operations and Company approval, FAPA Representatives on Association business shall be granted an unpaid Association Leave of Absence. If an Association Leave of Absence is granted, the Company and the Association shall agree in writing to the terms of the leave to include, but not limited to, a scheduled return date, pay during and before requalification if necessary, early return and/or recall from leave, etc. A Pilot on an Association Leave of Absence shall be allowed to modify the leave to take advantage of the provisions of Paragraph A.2. above (eligibility for a VSA).
2. Longevity: shall accrue for the duration of the leave.
3. Sick Leave accrual: for the first 2 years of the leave.
4. Sick Leave retention: for the duration of the leave.
5. Vacation accrual: only for the first 30 days of the leave.
6. Vacation retention: for the duration of the leave.
7. Group health insurance: if the Pilot wants to continue Group health insurance coverage, the Pilot or FAPA shall pay the employee and employer contribution to the health insurance plan.
8. Pass Benefits: no change.
9. The Pilot does not have the option to be paid from accrued sick leave.
10. The Pilot does not have the option to be paid from Accrued Vacation or Earned Vacation.

*Association Leave offered at Company discretion and unpaid.*

### C. BEREAVEMENT LEAVE OF ABSENCE

1. The Company shall grant 4 consecutive Calendar Days Bereavement Leave of Absence with pay for the purpose of attending the funeral of a member of the immediate family. Members of the immediate family include the Pilot's:
  - a. Mother and Father
  - b. Stepparents
  - c. Stepchildren (including stepchildren of a domestic partner)
  - d. Stepbrother/sister
  - e. Spouse
  - f. Children
  - g. Siblings
  - h. Mother/father-in-law
  - i. Daughter/son-in-law
  - j. Sister/brother-in-law
  - k. Grandparents
  - l. Grandchildren
  - m. Domestic partners
2. At the sole discretion of the Chief Pilot, Bereavement Leave may be extended past 4 consecutive Calendar Days to a maximum of 7 consecutive Calendar Days and/or may be granted in extraordinary circumstances for persons other than the Pilot's immediate family.
3. Longevity: shall accrue for the duration of the leave.
4. Sick Leave accrual: shall accrue for the duration of the leave.
5. Sick Leave retention: for the duration of the leave.
6. Vacation accrual: shall accrue for the duration of the leave.

*Bereavement Leave up to 4 days paid. Up to 7 days at Company discretion and may be paid from vacation.*

7. Vacation retention: for the duration of the leave.
8. Group health insurance: the Pilot shall pay the employee contribution and the Company shall pay the employer contribution to the health insurance plan for the duration of the leave.
9. Pass Benefits: no change
10. The Pilot does not have the option to be paid from accrued sick leave.
11. If the leave is extended beyond the 4 consecutive Calendar Days such additional days shall be unpaid unless the Pilot opts to be paid from Accrued or Earned Vacation.

D. COMPANY OFFERED LEAVE OF ABSENCE (COLA)

1. Unpaid leaves of absence may be offered to Pilots at the discretion of the Company and shall generally be offered in increments of single Monthly Bid Periods. Pilots shall submit their request for a COLA in writing to Crew Planning prior to the deadline that shall be specified in the COLA bid. These unpaid leaves will be granted in seniority order and shall be posted online no later than the close of the next business day.
2. A Pilot that is in his Late Grace Month for any training shall be required to attend his recurrent training during the leave and shall be paid for such training in accordance with Section 4.
3. Longevity: shall accrue for the duration of the leave.
4. Sick Leave accrual: for the duration of the leave.
5. Sick Leave retention: for the duration of the leave.
6. Vacation accrual: for the duration of the leave.
7. Vacation retention: for the duration of the leave.
8. Group health insurance: the Pilot shall pay the employee contribution and the Company shall pay the employer contribution to the health insurance plan for the duration of the leave.
9. Pass Benefits: no change.
10. The Pilot does not have the option to be paid from accrued sick leave.
11. The Pilot does not have the option to be paid from Accrued or Earned Vacation.

*COLA offered in seniority order at Company discretion and unpaid.*

E. EMERGENCY LEAVE OF ABSENCE

1. The Company shall grant an Emergency Leave of Absence in cases of serious emergencies. Examples include but are not limited to fires, floods, etc. affecting a Pilot's household, or a serious accident or incident involving a Pilot's family member. The Company shall retain the authority to limit the number of such leaves granted during a given time period so as to avoid interruption to its operations.
2. Emergency Leaves of Absence shall be granted for periods of up to 7 consecutive Calendar Days. The Company, at its discretion, may grant longer periods of leave where appropriate.
3. Longevity: shall accrue for the duration of the leave.
4. Sick Leave accrual: only for the first 30 days of the leave.
5. Sick Leave retention: for the duration of the leave.
6. Vacation accrual: only for the first 30 days of the leave.
7. Vacation retention: for the duration of the leave, except for any vacation used to pay for the leave.
8. Group health insurance: the Pilot shall pay the employee contribution and the Company shall pay the employer contribution to the health insurance plan for the duration of the leave.
9. Pass Benefits: no change.
10. The Pilot does not have the option to be paid from accrued sick leave.
11. This leave shall be unpaid unless the Pilot opts to be paid from Accrued or Earned Vacation.

*Emergency Leave up to 7 days at Company discretion. v May be paid from Vacation.*

F. FAMILY AND MEDICAL LEAVE OF ABSENCE (FMLA)

1. A Pilot may request and the Company shall grant a family leave of absence in accordance with the Family and Medical Leave Act of 1993 (FMLA).
2. Longevity: shall accrue for the duration of the leave.
3. Sick Leave accrual: only for the portion of the leave that is paid by the Company.
4. Sick Leave retention: for the duration of the leave.
5. Vacation accrual: only for the portion of the leave that is paid by the Company.
6. Vacation retention: for the duration of the leave.
7. Group health insurance: the Pilot shall pay the employee contribution and the Company shall pay the employer contribution to the health insurance plan for the duration of the leave.
8. Pass Benefits: no change.
9. The Pilot has the option to be paid from accrued sick leave.
10. The Pilot has the option to be paid from Accrued or Earned Vacation.

*FMLA may be paid from sick and/or vacation.*

11. Return to work:

- a. For monthly bid purposes, a Pilot shall be eligible to bid in accordance with [Section 5.E](#). In order to determine eligibility to bid after a Family Medical Leave for the purpose of the Pilot's own illness or injury, the Company may require a reasonably sufficient report from the Pilot's health care provider certifying the Pilot's probable return to work date.
- b. Prior to returning to work from FMLA required for a Pilot's own illness or injury, the Company may require a Pilot to first present a reasonably sufficient report from the Pilot's health care provider certifying the Pilot's fitness to return to work.

G. JURY DUTY/WITNESS LEAVE OF ABSENCE

1. Pilots shall be paid in accordance with [Section 4](#) for any assignments dropped when required to sit on jury duty or when required to serve as a witness in specific cases listed below. The Pilot will remit to the Company any compensation he receives for the jury duty.
2. Witness duty shall be pay protected when appearance is at the request of the Company or when such appearance, in response to a subpoena, is directly related to Company business or as a witness in litigation brought by federal, state, or local government, provided such litigation is not brought by, or on behalf of, the Pilot.
3. The Pilot shall be removed from the least amount of flying possible in order for the Pilot to actually serve on a jury or as a witness in accordance with this Section. If a Pilot is given a notice regarding multiple-day jury or witness duty, the Pilot shall notify Crew Scheduling if he is released from jury/witness duty earlier than expected and shall return to work in accordance with [Section 15.E.3](#).
4. Longevity: shall accrue for the duration of the leave.
5. Sick Leave accrual: for the duration of the leave.
6. Sick Leave retention: for the duration of the leave.
7. Vacation accrual: for the duration of the leave.
8. Vacation retention: for the duration of the leave.
9. Group health insurance: the Pilot shall pay the employee contribution and the Company shall pay the employer contribution to the health insurance plan for the duration of the leave.
10. Pass Benefits: no change.
11. The Pilot does not have the option to be paid from accrued sick leave.
12. The Pilot does not have the option to be paid from Accrued or Earned Vacation.

*Jury Leave pay protected and removed from least amount of flying possible.*

H. MATERNITY LEAVE OF ABSENCE

1. A Pilot who becomes pregnant shall, within 14 days of learning of her condition, notify the Chief Pilot's office and present a medical certificate confirming the pregnancy and the expected date of delivery.
2. The Pilot may continue to work through the 32<sup>nd</sup> week of pregnancy provided that she furnishes the Company with medical authorization every 30 days.
3. After the 32<sup>nd</sup> week of pregnancy, or whenever such Pilot's doctor will not provide the required medical authorization, whichever occurs first, the Pilot will request Maternity Leave.
4. Maternity Leave shall be granted until the pregnancy ends, and thereafter for a period not to exceed 120 days after the duration of the pregnancy. This may be extended by the Company for extraordinary circumstances.
5. Maternity Leave shall be used in concurrence with FMLA.
6. Longevity: shall accrue for the duration of the leave.
7. Sick Leave accrual: only for the portion of the leave that is paid by the Company.
8. Sick Leave retention: for the duration of the leave.
9. Vacation accrual: only for the portion of the leave that is paid by the Company.
10. Vacation retention: for the duration of the leave.
11. Group health insurance: for the portion of the leave that is paid, if any, the Pilot shall pay the employee contribution and the Company shall pay the employer contribution to the health insurance plan. Thereafter the Pilot may continue coverage by paying both the employee and employer contribution.
12. Pass Benefits: no change.
13. The Pilot has the option to be paid from accrued sick leave.
14. The Pilot has the option to be paid from Accrued or Earned Vacation.
15. Return to work:
  - a. When a Pilot is no longer pregnant, she shall notify the Chief Pilot's office, in writing, within 14 days. This written notification shall include her expected date of return to work. If a Pilot is unable to return to Active Service within 120 days after the pregnancy ends because of a certified medical incapacitation, she shall be entitled to receive a Medical Leave of Absence under the provisions of this Section.
  - b. For monthly bid purposes, a Pilot shall be eligible to bid in accordance with [Section 5.E.3](#).

*Maternity Leave must be taken in concurrence with FMLA. May be paid from sick and/or vacation.*

c. When a Pilot returns from a Maternity Leave and requires training, the Pilot shall be paid in accordance with the following:

- 1) Starting with the day the Pilot begins training, she shall be paid in accordance with [Section 4.M.](#)
- 2) If the Pilot does not begin training within 45 days of her return from leave, beginning on the 46<sup>th</sup> day the Pilot shall be paid an amount equal to 75 Pay Credits at the Pilot's rate. This amount shall be prorated per day based on a 30 day month.

I. MEDICAL LEAVE OF ABSENCE

1. A Pilot who is unable to fly due to illness or injury and does not qualify for FMLA (or has exhausted FMLA), shall be granted a Medical Leave of Absence by the Company.
2. The Company may require a Pilot who requests a Medical Leave of Absence to first present a reasonably sufficient report from the Pilot's health care provider certifying the Pilot's need for Medical Leave.
3. A Medical Leave of Absence shall not exceed a total continuous period of 5 years. However, under special circumstances, and at the sole discretion of the Company, a Medical Leave of Absence may be extended past 5 years. Upon the expiration of the 5 years (or any extension thereto) the Pilot shall be removed from the Seniority list. If a Pilot reaches the FAA mandated retirement age while on a Medical Leave of Absence, the Pilot shall be responsible for providing, within 5 years of the start of his Medical Leave of Absence, a reasonably sufficient report from the Pilot's health care provider certifying the Pilot's fitness to return to work in order to preserve the Pilot's rights under [Section 3.](#)
4. Longevity: shall accrue for the duration of the leave.
5. Sick Leave accrual: only for the portion of the leave that is paid by the Company.
6. Sick Leave retention: for the duration of the leave.
7. Vacation accrual: only for the portion of the leave that is paid by the Company.
8. Vacation retention: for the duration of the leave.
9. Group health insurance: for the portion of the leave that is paid, if any, the Pilot shall pay the employee contribution and the Company shall pay the employer contribution to the health insurance plan. Thereafter the Pilot may continue coverage by paying both the employee and employer contribution.
10. Pass Benefits: no change.
11. The Pilot must use any accrued sick leave to bridge the waiting period until the start of his Long Term Disability benefit.
12. The Pilot has the option to be paid from Accrued or Earned Vacation.
13. Prior to returning to work from a Medical Leave of Absence, the Company may require a Pilot to first present a reasonably sufficient report from the Pilot's health care provider certifying the Pilot's fitness to return to work.
14. A Pilot on a Medical Leave of Absence may, at the Company's option, be employed by the Company in a capacity other than as a Pilot. In his capacity other than as a Pilot, he shall not be covered by the terms of this Agreement and shall be subject to the terms of employment for that other Position.
15. Return to work:
  - a. For monthly bid purposes, a Pilot shall be eligible to bid in accordance with [Section 5.E.3.](#) In order to determine eligibility to bid after a Medical Leave of Absence, the Company may require a reasonably sufficient report from the Pilot's health care provider certifying the Pilot's probable return to work date.
  - b. When a Pilot returns from a Medical Leave and requires training, the Pilot shall be paid in accordance with the following:
    - 1) Starting with the day the Pilot begins training, he shall be paid in accordance with [Section 4.M.](#)
    - 2) If the Pilot does not begin training within 45 days of his return from leave, beginning on the 46<sup>th</sup> day the Pilot shall be paid an amount equal to 75 Pay Credits at the Pilot's rate. This amount shall be prorated per day based on a 30 day month.

*Medical Leave up to 5 years only if not eligible for FMLA. May be paid from sick and/or vacation until eligible for LTD.*

J. MILITARY LEAVE OF ABSENCE

1. The Company shall provide leaves for military service in accordance with applicable law.
2. A Pilot shall be granted Military Leave without pay. The Pilot shall notify the Company of the date(s) of the anticipated leave as soon as known to the Pilot. Whenever possible, such notice shall be in writing to the Chief Pilot's office and shall include a copy of the relevant military orders directing the military duty. In the event of a verbal request, the individual Reserve/Guard member shall bear the responsibility for any confusion.
3. Longevity: shall accrue for the duration of the leave.
4. Sick Leave accrual: only for the first 12 weeks of leave.
5. Sick Leave retention: for the duration of the leave.
6. Vacation accrual: only for the first 12 weeks of leave.
7. Vacation retention: for the duration of the leave.

*Military Leave in accordance with law. May be paid from vacation.*

8. Group health insurance: for the first 6 months of leave the Pilot shall pay the employee contribution and the Company shall pay the employer contribution to the health insurance plan. Thereafter the Pilot may continue coverage by paying both the employee and employer contribution.
9. Pass Benefits: no change.
10. A Pilot on Military Leave may use Accrued or Earned Vacation for pay in accordance with the following formula rounded to the nearest whole day:  $7/5 \times \text{Scheduled work days taken for Military Leave} = \text{vacation charged}$ . For example: a Pilot on Military Leave for 5 scheduled workdays may, at their option, be charged 7 vacation days for pay.
11. The Pilot does not have the option to be paid from accrued sick leave.
12. Return to work and eligibility for Staffing Adjustments that occurred during the leave shall be subject to federal law.

K. PERSONAL LEAVE OF ABSENCE

1. A Pilot, upon written consent of the Chief Pilot, may be granted an unpaid Personal Leave of Absence. If a Personal Leave of Absence is granted, the Company and the Pilot shall agree in writing to the terms of the leave to include, but not limited to, a scheduled return date, pay during and before requalification if necessary, early return and/or recall from leave, etc. A Pilot on a Personal Leave of Absence shall be allowed to modify the leave to take advantage of the provisions of [Paragraph A.2](#) above (eligibility for a VSA).
2. Longevity: shall accrue for the duration of the leave.
3. Sick Leave accrual: only for the first 30 days of the leave.
4. Sick Leave retention: for the duration of the leave.
5. Vacation accrual: only for the first 30 days of the leave.
6. Vacation retention: for the duration of the leave.
7. Group health insurance: if the Pilot wants to continue Group health insurance coverage, the Pilot shall pay the employee and employer contribution to the health insurance plan.
8. Pass Benefits: no change with Chief Pilot approval.
9. The Pilot does not have the option to be paid from accrued sick leave.
10. The Pilot does not have the option to be paid from Accrued or Earned Vacation.

*Personal Leave  
offered at Company  
discretion and unpaid.*

L. ACCRUALS AND PAY

The following table shall serve as a reference only. For details of each type of Leave, see the specific Leave provisions above.

	Accrue Longevity	Accrue Sick	Retain Sick	Accrue Vacation	Retain Vacation	Company Contributes to Group Insurance	Payable by Sick	Pass Benefits	Payable by Vacation
<b>Association</b>	Yes	For first 2 years only.	Yes	For first 30 days only.	Yes	No - Pilot or FAPA	No	No change	No
<b>Bereavement</b>	Yes	Yes	Yes	Yes	Yes	Yes	No	No change	Pilot's option (if leave extended)
<b>COLA</b>	Yes	Yes	Yes	Yes	Yes	Yes	No	No change	No
<b>Emergency</b>	Yes	For first 30 days only.	Yes	For first 30 days only.	Yes	Yes	No	No change	Pilot's Option
<b>FMLA</b>	Yes	While paid	Yes	While paid	Yes	Yes	Pilot's option	No change	Pilot's option
<b>Jury/Witness</b>	Yes	Yes	Yes	Yes	Yes	Yes	No	No change	No
<b>Maternity</b>	Yes	While paid	Yes	While paid	Yes	While paid	Pilot's option	No change	Pilot's option
<b>Medical</b>	Yes	While paid	Yes	While paid	Yes	While paid	Must	No change	Pilot's option
<b>Military</b>	Yes	For first 12 weeks only	Yes	For first 12 weeks only	Yes	For first 6 months	No	No change	Yes
<b>Personal</b>	Yes	For first 30 days only.	Yes	For first 30 days only.	Yes	No - Pilot if want to continue insurance.	No	With Chief Pilot Approval	No

## SECTION 10 ON-THE-JOB INJURIES (OJI)

The Company shall provide Workers' Compensation benefits for occupational related illness or injury for all Pilots as follows:

- A. A Pilot, who has submitted a Workers' Compensation claim that has been deemed eligible for compensation, shall not be paid less than the amount prescribed by the applicable Workers' Compensation regulations, beginning with the date of the occupational related illness or injury and continuing for the period prescribed by the applicable Workers' Compensation regulations.
- B. For the entire period during which a Pilot is eligible for Workers' Compensation benefits in accordance with Paragraph A, the following shall apply:
  1. The Pilot shall continue to hold his Position in accordance with [Section 6](#) and the Master Bid on file at the time of the occupational related illness or injury, without regard to his inability to perform duty in such Position.
    - a. The Pilot's Master Bid at the start of the occupational illness or injury shall be controlling for the period of time that the Pilot is entitled to Workers' Compensation pay. His pay shall be based on the Position the Pilot would have held, including an Involuntary Staffing Adjustment from Captain to First Officer if applicable, had the Pilot not suffered an occupational illness or injury.
    - b. When the Pilot is able to return to work as a Pilot, he shall be placed in the next available training class necessary to qualify for the Position he would have been awarded had he not suffered an occupational illness or injury.
  2. For all purposes of this Agreement, a Pilot receiving Workers' Compensation benefits shall be considered to be in Active Service.
- C. When the Pilot is able to return to work as a Pilot, he shall be paid at the rate he would have been paid had he not suffered an occupational illness or injury.
- D. A Pilot may use any of their accrued sick leave and/or vacation to supplement Workers' Compensation benefits up to the equivalent of their Monthly Pay Guarantee.
- E. A Pilot with a vacation period while he is unable to work as a Pilot due to an OJI shall have the option to be paid for the entire vacation or re-bid the entire vacation from Open Vacation Periods.
- F. The Company may require a Pilot to perform modified duty, as defined by State Law, while not able to work as a Pilot. While on modified duty the Pilot shall be paid the Monthly Pay Guarantee he would have been paid had he not suffered an occupational illness or injury.

*Pilot shall hold and be paid for the position he would have held had there been no injury.*





## SECTION 11

### INSURANCE, AEROMEDICAL AND LONG TERM DISABILITY BENEFITS

A. HEALTH AND WELFARE BENEFITS

1. The Company shall continue to provide health and welfare benefit plans as provided for at the date of signing of this Agreement.
2. Additional benefits provided under Company policy shall be provided to the Pilots.
3. Subject to the provisions of LOA 02-2007 incorporated in this Agreement, the design features and the relative percentages paid by the Pilots and the Company in effect for plan year 2007 shall be frozen for plan years 2008 and 2009. Neither the plan design features nor the percentages being paid for medical coverage by Pilots (the relative shared percentages for Employee Only, Employee + Spouse, Employee + Children, and Family categories) will change. Thereafter, the Company shall have the right to change specific provisions within a benefit plan provided that benefit levels are not substantially reduced.

*2007 Health Insurance plan and percentages frozen through earlier of 2009 or better plan found by committee .*

B. AEROMEDICAL

The Association will provide supplemental medical consulting services for Frontier Pilots through Virtual Flight Surgeons, Inc. ("VFS"). The Company agrees to reimburse the Association 90% of the base policy premium for all Pilots on the Seniority List. The Association shall attempt to renegotiate the current agreement with VFS to ensure competitive rates, and shall attempt to negotiate a competitive extension to the VFS agreement through the term of this Agreement.

*Company pays 90% of Aeromedical and LTD benefits, Association pays remainder.*

C. LONG TERM DISABILITY

Long Term Disability insurance (LTD) shall be provided to all Pilots on the Seniority List. The Company shall pay 90% of the premiums and the Association shall reimburse the Company 10% of the premiums on a monthly basis. The LTD benefit shall include provisions for tax benefits in accordance with IRS ruling 2004-55. The LTD plan design and benefits in effect at the date of signing of this Agreement shall not be changed without Association agreement, which agreement shall not be unreasonably withheld.



## SECTION 12 DISPUTE AND GRIEVANCE

Any Pilot or group of Pilots who has a grievance concerning any violation of the provisions of the Agreement (excluding discipline, suspension, or termination matters subject to Section 13) shall be entitled to have the grievance handled in accordance with the procedures in this Section.

### A. GENERAL

1. **Time Limits.** Time limits in this Section may be extended by mutual written agreement of the Company and the Association.
2. **Grievance Decisions.** Decisions by the Company regarding grievances shall clearly indicate whether the grievance is sustained or denied. If a grievance involves more than one issue, each issue will be addressed separately.

### B. DISPUTE RESOLUTION

1. The concerned Pilot(s) shall first present the dispute to the Chief Pilot, or his designee, for discussion in an effort to informally resolve the dispute in Accordance with the following procedures.
2. Unless otherwise impractical (e.g. an immediate response/resolution is needed), the Association recommends that a Pilot file a dispute with an online or paper Notice of Dispute form (to be provided by the Association). The subsequent discussion(s) may be conducted in person, by telephone or through electronic mail.

*Pilot should discuss dispute with Chief Pilot first.*

### C. TIME LIMITS

1. **Aggrieved Pilot(s).** The Pilot(s) shall discuss his dispute informally within 14 Calendar Days from the occurrence of the event upon which the dispute is based (or within 14 Calendar Days after the Pilot and/or the Association reasonably would be expected to have knowledge of the event upon which the dispute is based). Non-compliance by the Pilot with this time limit shall result in denial of the dispute on a non-precedent setting basis, with no further appeal.
2. **Chief Pilot (or his designee).** The Chief Pilot, or his designee, shall have 21 Calendar Days from the occurrence of the event upon which the dispute is based (or 21 Calendar Days after the Pilot and/or Association reasonably would be expected to have knowledge of the event upon which the dispute is based) to resolve the dispute informally. Non-compliance by the Chief Pilot or his designee with this time limit shall result in advancement to the provisions of the First Level of Grievance outlined in this Section.

*Pilot has 14 days from event to submit dispute. Chief pilot has 21 days from event to respond.*

### D. FIRST LEVEL OF GRIEVANCE – ASSOCIATION GRIEVANCE TO THE CHIEF PILOT

If the Association is not satisfied with the informal resolution of the dispute by the Chief Pilot or his designee, the Association may present a written grievance to the Chief Pilot. If the written grievance is presented to the Chief Pilot by the Association, the following procedure shall apply:

1. **Association Grievance Format and Time Limit.**
  - a. **Format.** The Association shall file the grievance with the Chief Pilot's office in writing via hand delivery with a dated receipt signed by an employee in the Chief Pilot's Office, or via electronic mail with response confirmation or telephone contact verifying receipt.
  - b. **Time Limit.** The Association shall have 28 Calendar Days from the occurrence of the event upon which the grievance is based (or 28 Calendar Days after the Pilot and/or Association reasonably would be expected to have knowledge of the event upon which the grievance is based) to present the grievance to the Chief Pilot. Non-compliance by the Association with this time limit shall result in denial of the grievance on a non-precedent setting basis, with no further appeal.
2. **Chief Pilot Response Format and Time Limit.**
  - a. **Format.** The Chief Pilot's First Level Grievance decision shall be in writing and delivered via hand delivery with a written receipt signed by an Association employee or a member of the Association's Board, or via electronic mail to the Association President or his designee(s) listed in the written grievance submitted to the Chief Pilot with response confirmation or telephone contact verifying receipt.
  - b. **Time Limit.** The Chief Pilot shall render his decision within 7 Calendar Days from the date the Association's grievance is filed at the First Level of Grievance. Non-compliance by the Chief Pilot or his designee with this time limit shall result in the grievance being advanced to Second Level of Grievance outlined in this Section.

*The Association may submit a grievance to the Chief Pilot within 28 days of the event.*

*The Chief Pilot shall respond within 7 days of the grievance submission.*

### E. SECOND LEVEL OF GRIEVANCE – ASSOCIATION APPEAL TO THE VICE PRESIDENT FLIGHT OPERATIONS.

If the Association is not satisfied with the Chief Pilot's decision at the First Level of Grievance described in this Section, the Association may appeal the Chief Pilot's decision to the Vice President Flight Operations or his designee (limited to the Director of Operations or a Position to which the Vice President Flight Operations reports). If the grievance is appealed to the Vice President Flight Operations, the following procedure shall be used.

1. **Association Grievance Format and Time Limit:**
  - a. **Format.** The Association shall send a notice of appeal to the Vice President Flight Operations in writing delivered via:
    - 1) Hand delivery with a dated receipt signed by the Vice President Flight Operations, a Flight Operations Director, or by a Frontier Mail Room employee; or,

- 2) A traceable means with the U.S. Postal Service (in which case the grievance shall be considered filed on the date of the postmark) or a nationally recognized overnight delivery service such as Fed-Ex or UPS.
  - b. Time Limit. The Association shall file the grievance within 7 Calendar Days of the Chief Pilot's written decision. Non-compliance by the Association with this time limit shall result in denial of the grievance on a non-precedent setting basis, with no further appeal.
2. Vice President Flight Operations Response Format and Time Limit:
- a. Format. The Vice President Flight Operations' shall render his decision in writing delivered via:
    - 1) Hand delivery with a dated receipt signed by an Association Board member or Association administrative staff; or,
    - 2) A traceable means with the U.S. Postal Service (in which case the grievance shall be considered filed on the date of the postmark) or a nationally recognized overnight delivery service such as Fed-Ex or UPS.
  - b. Time Limit. The Vice President Flight Operations shall render his decision within 14 days from the date the Association's grievance is filed at the Third Level. Non-compliance by the Vice President or his designee with this time limit shall result in the grievance being awarded to the Association on a non-precedent setting basis.

*The Association may appeal to the VP Flt Ops within 7 days of the Chief Pilot's decision.*

*The VP Flt Ops shall respond within 14 days of the appeal.*

F. THIRD LEVEL OF GRIEVANCE – APPEAL TO THE SYSTEM BOARD OF ADJUSTMENT

If the Association is not satisfied with the Vice President Flight Operations' (or his designee's) decision at the Second Level of Grievance, the President of the Association or his designee (limited to a Member of the Association Board) may appeal the decision to the System Board of Adjustment in accordance with the Procedures in [Section 14](#), System Board of Adjustment.

*The Association may appeal the decision of the VP Flt Ops to the System Board.*

## SECTION 13

### INVESTIGATION AND DISCIPLINE

#### A. GENERAL

1. Probationary Pilots. The only provision of Section 13 applicable to Probationary Pilots is [Paragraph C](#).
2. Association Representation. The Pilot shall be entitled to have an Association Representative present at any time a Pilot meets with a member of management where there exists the potential that such meeting may result in disciplinary action.
3. Delivery and Time Limit Compliance Dates for Notices and Decisions.
  - a. Delivery Methods. Notices or decisions required in this Section shall be delivered by:
    - 1) A traceable means with the U.S. Postal Service or a nationally recognized overnight delivery service (with a delivery option at least equal to standard U.S. Postal Service time) such as Fed-Ex or UPS, or
    - 2) Actual physical delivery with a written receipt for the delivery. Physical deliveries to the Association shall be signed for by a member of the Association's Board or by an Association employee. Physical deliveries to the Company shall be signed for by the Vice President Flight Operations, A Director in Flight Operations, or a clerk in the Company mail room.
  - b. Time Limit Compliance. If a notice or decision required in this Section is mailed (post mark) or delivered to a nationally recognized overnight delivery service (receipt indicating when delivered to the carrier) or physically delivered (signed receipt) within the time limits established in this Section, the notice or decision time limit shall be considered met.
  - c. Time Line Extensions. Any timeline requirement or deadline described in this Section may be extended by mutual consent of the Company and the Association.
4. Withholding a Pilot from Service. The Company may withhold a Pilot from service to the Company during any phase of Investigation or Discipline. The Pilot shall continue to receive all pay and benefits until the completion of the Company disciplinary hearing and subsequent decision by the Vice President Flight Operations (or his designee) as described in this Section.
5. Exoneration of a Pilot. If at any time before, during or after any disciplinary proceeding or investigation (to include the System Board of Adjustment or any Arbitration), a Pilot is exonerated, the Pilot shall be reinstated without any loss of seniority or Longevity. The Pilot shall also be reimbursed for any lost pay (lost Pay Credits or for Monthly Pay Guarantee if the Pilot was not allowed to bid) and health and welfare benefits. Any and all records and/or references to the disciplinary proceeding and/or investigation shall be promptly removed from the Pilot's File.
6. Recording Devices. No recording devices or stenographic machines shall be used in any proceeding, meeting, phone conversation, interaction, etc., by any party without the knowledge of all parties involved.
7. Investigation, Hearing and Just Cause. A Pilot shall not be disciplined, suspended, and/or terminated from the Company without a prompt, fair and impartial investigation and hearing(s) as described in this Section. No Pilot shall be disciplined or discharged without just cause.

*Pilot is entitled to Association representation.*

*Deliveries must be by traceable means or in person.*

*Pilot may be withheld from service with pay.*

#### B. TIME LIMITS FOR COMPANY TO INITIATE DISCIPLINARY PROCEDURES

1. No Pilot will be subject to the commencement of discipline relating to any incident, violation or occurrence unless the Company initiates the discipline process by giving notice of a hearing as prescribed in this Section:
  - a. Within 12 months of the incident or occurrence giving rise to the discipline; or
  - b. Within 3 years for serious offenses including cases of workplace violence, harassment as prohibited by state or federal law, fraud that results in a substantial loss to the Company, or serious and intentional safety or security violations.
2. The Company shall have 28 days from time the Company reasonably would have known about an incident, violation or occurrence to take one of the following actions:
  - a. Take no action against the Pilot with respect to the incident or violation; or
  - b. Counsel the Pilot verbally without maintaining a written record of such counseling; or
  - c. Counsel the Pilot verbally or in writing and maintain a written record of such counseling in the Pilot's file (record keeping procedures described below shall be complied with in this case, and a written or documented verbal counseling record shall not be considered "discipline" in the sense that a formal hearing as required in this Section would be required prior to counseling a Pilot); or
  - d. Notify the Pilot that a disciplinary hearing in accordance with this Section will be held by the Company based on the incident or violation.
3. The Company may consider the following in determining the level of discipline to be administered in a subsequent disciplinary case:
  - a. a prior disciplinary proceeding against the Pilot that is still in the Pilot's file, and/or
  - b. a prior written counseling record or other derogatory material that is still in the Pilot's file and has been acknowledged by the Pilot in accordance with the provisions of this Section.

*Statute of Limitations 3 years for serious offenses, 12 months for all others.*

*Company must exercise option within 28 days of the incident.*

C. RECORD KEEPING

1. Unless the Company proceeds directly to a disciplinary hearing in accordance with Paragraph B.2.d. above:
  - a. No material relating to disciplinary proceedings, investigations or other derogatory material may be placed in a Pilot's File (or otherwise used in a disciplinary case against a Pilot) until it has been initialed by the Pilot.
  - b. In initialing the material, the Pilot is merely acknowledging receipt and is in no way admitting fault or attesting to the accuracy of said material.
  - c. If a Pilot refuses to initial or fails to initial the material or documents as provided in his section within 2 weeks of notice from the Company, a FAPA Board Member must initial the material or document on the Pilot's behalf. So long as the Company provides proof that the Pilot has been sent notice of the materials or documents, the FAPA Board Member may not refuse to initial the materials or documents at issue.
  - d. The Pilot will receive a copy of any material relating to disciplinary proceedings or other derogatory material placed in the Pilot's File.
  - e. Pilot Response. A Pilot may respond in writing to any derogatory material placed in that Pilot's File. This response will be retained in the Pilot's File until such time that the material which prompted the response is removed.
2. If the Company proceeds directly to a disciplinary hearing in accordance with Paragraph B.2.d. above, material relating to the pending hearing that is placed in the Pilot's file will not need to be initialed by the Pilot and shall be provided to the Association prior the hearing in accordance with the provisions of this Section.
3. File Cleanup. Upon request by the Pilot to the Chief Pilot, any material relating to disciplinary proceedings or other derogatory material placed in a Pilot's File will be removed from the Pilot's File when a Pilot has had either 12 continuous months of Active Service without any disciplinary action resulting from a hearing as required in this Section, or 36 months of Active Service without any disciplinary action for serious offenses including cases of workplace violence, harassment as prohibited by state or federal law, fraud that results in a substantial loss to the Company, or serious and intentional safety or security violations. The parties agree that the Company may at its discretion retain any removed documents for purposes not related to discipline, and the Company agrees to keep these documents confidential and will only provide them to individuals or organizations with a demonstrated need to know.
4. Pilot Records Improvement Act ("PRIA"). In the event a Pilot receives disciplinary action relating to his proficiency as a Pilot, all written disciplinary material shall remain in the Pilot's File in accordance with PRIA. Upon request by the Pilot to the Chief Pilot, materials kept in compliance with the PRIA shall be removed from the Pilot's File as soon as allowed under the PRIA.

*Pilot must be notified of, and may respond to, any derogatory material.*

*Pilot may request his file be purged after 12 months (36 for serious offenses) with no discipline.*

D. HEARING

1. General
  - a. Counsel. Either party to the hearing may be represented by counsel upon 72 hours notice to the other parties.
  - b. Record Keeping. If, by mutual agreement, a record is to be taken of a hearing or appeal, the cost shall be borne equally by the Company and the Association. Absent mutual consent regarding recording and upon prior notice to the parties involved in the hearing, the Association and/or the Company may record the hearing by any means available. The non-recording party may later request and be provided a copy of such record, but shall first be required to pay one-half of the initial recording costs and all additional costs associated with providing the requested copy.
  - c. Transportation. For purposes of traveling to and from a disciplinary hearing, the Pilot, witnesses and representatives who are employees of the Company shall receive free positive space non-revenue transportation over the lines of the Company.
  - d. Failure to Attend
    - 1) Should the Pilot, without good faith, fail to attend and/or participate in the disciplinary hearing, then the Company may impose discipline without completing the hearing and the discipline may be appealed in accordance with this Section.
    - 2) Should the Company, without good faith, fail to attend and/or participate in the disciplinary hearing, the disciplinary matter shall be considered abandoned by the Company on a non-precedent setting basis, and any and all records and/or references to the disciplinary proceeding and/or investigation shall be promptly removed from the Pilot's File.
2. Hearing Notice and Time Line.
  - a. Company to Schedule hearing. If the Company believes discipline is warranted, the Company shall schedule and hold a hearing or hearings in accordance with this Section.
  - b. Notice Requirement. The Company must give the Pilot and the Association written notice of any hearing involving a Pilot no later than 14 days and no sooner than 28 days prior to the scheduled hearing time. The notice of hearing must include a statement of facts and subject matter to be discussed at the hearing.
  - c. Sharing of Evidence and Information. The Company and the Association shall, prior to the hearing, share any information and/or evidence to be presented at the hearing. The intent of this subsection is for both sides to provide as much information as soon as possible so that an appropriate decision can be made at the hearing.

*If the Pilot fails to attend the hearing he may be disciplined. If the Company fails to attend the matter is abandoned.*

*The Company must give notice of a hearing 28-14 days prior to the hearing.*

E. COMPANY DECISION

1. Time Limit. Within 7 days of the hearing, the Vice President of Flight Operations (or his designee, to include the Chief Pilot, the Director of Operations, or a Position to which the Vice President Flight Operations reports) shall either issue a final decision or if mutually agreed to by the Company and the Association, hold an additional hearing on the matter at hand.
2. In Writing. The decision shall be in writing and shall be delivered to both the Pilot and the Association.
3. Failure to Render Decision. If the Vice President of Flight Operations fails to comply with the conditions specified in this subparagraph, the Pilot will not be subject to discipline, the matter will be considered abandoned by the Company and any and all records and/or references to the disciplinary proceeding and/or investigation shall be promptly removed from the Pilot's File.

*VP Flt Ops must give a decision within 7 days or the matter is abandoned.*

F. ASSOCIATION APPEAL

1. If the Pilot is not satisfied with the decision rendered by the Vice President of Flight Operations or his designee, he shall notify the Association in writing. The Association may appeal the decision to the System Board of Adjustment in accordance with [Section 14](#).
2. If the Association does not appeal the decision of the Vice President of Flight Operations to the System Board of Adjustment in accordance with [Section 14](#), the decision of the Vice President of Flight Operations shall be considered final and binding on all parties.

*Association may appeal the decision to the SBA.*





## SECTION 14

### SYSTEM BOARD OF ADJUSTMENT

#### A. GENERAL

1. **Basis and Purpose.** In compliance with Section 204, Title II, of the Railway Labor Act, as amended, a System Board of Adjustment (the "SBA") is established for the purpose of adjusting disputes arising out of grievances or interpretation of application of this Agreement that have been processed through but not resolved in the procedures as set forth in [Sections 12](#) and [13](#) of this Agreement. The purpose of the SBA is to resolve disputes prior to resorting to arbitration, and the SBA is not bound by the requested relief or Positions presented by the parties.
2. **Jurisdiction.** The SBA shall have jurisdiction over disputes between any employee covered by this Agreement and the Company growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the SBA shall not extend to proposed changes in hours of employment, basic rates of compensation or working conditions covered by this Agreement or any amendment(s) hereto.
3. **Time Limits.** The time limits specified in this Section may be extended by mutual consent of the Company and the Association.
4. **Delivery and Time Limit Compliance Dates for notices and decisions.**
  - a. **Delivery Methods.** Notices or decisions required in this Section shall be delivered by:
    - 1) A traceable means with the U.S. Postal Service or a nationally recognized overnight delivery service such as Fed-Ex or UPS, or
    - 2) Actual physical delivery with a written receipt for the delivery. Physical deliveries to the Association shall be signed for by a member of the Association's Board or by an Association employee. Physical deliveries to the Company shall be signed for by the Vice President Flight Operations, a Director in Flight Operations, or a clerk in the Company mail room.
  - b. **Time Limit Compliance.** If a notice or decision required in this Section is mailed (post mark) or delivered to a nationally recognized overnight delivery service (receipt indicating when delivered to the carrier) or physically delivered (signed receipt) within the time limits established in this Section, the notice or decision time limit shall be considered met.
5. **Settlement, Mediation and SBA Bypass Meeting.** The parties hereby agree that they may at any time during the process described in this Section meet in person or by telephone to discuss possible settlement and/or mutually agreeable mediation options. The parties may also, by mutual agreement only, bypass the SBA and go directly to a Board of Arbitration as if the SBA had deadlocked under the provisions of this Section. However, nothing in this settlement, mediation or SBA bypass option sub-paragraph shall be construed to change any applicable time limitations provided for in this Section without the mutual consent of the parties.
6. **Independent SBA Members.** It is understood and agreed that each and every SBA Member shall be free to discharge their duty in an independent manner, without fear that their relations with the Company or Association may be affected in any manner by such action taken by them in good faith in their capacity as an SBA Member.
7. **Record of Proceedings.**
  - a. **Record-keeping:** The SBA shall maintain a complete record of all matters submitted for its consideration including all findings and decisions. The complete record shall be kept at the Company's general office.
  - b. **Transcripts:** A transcript shall be made of any proceeding before the SBA and the cost shall be borne equally between the parties.
8. **Failure to Attend.** Should either party, without good faith, fail to attend and/or participate in hearings before the SBA, then such case or cases to be heard therein shall be considered terminated and the relief of recovery sought by the party who was available to participate shall be considered granted with the same force and effect as any other SBA decision and on a non-precedent setting basis.
9. **Pay Protection For Association SBA Members, Representatives And Witnesses.** Association SBA Members, Association Representatives and Pilot witnesses summoned by the Association shall be pay protected by the Association.
10. **Travel.** For purposes of traveling to and from an SBA hearing, the grievant, witnesses, representatives, and SBA Members who are employees of the Company shall receive free positive space non-revenue transportation over the lines of the Company.
11. **Exoneration of a Pilot.** If at any time before, during or after any SBA or arbitration proceeding, a Pilot is exonerated in a disciplinary case, the Pilot shall be reinstated without any loss of seniority or Longevity. The Pilot shall also be reimbursed for any lost pay (lost Pay Credits or for Monthly Pay Guarantee if the Pilot was not allowed to bid) and health and welfare benefits. Any and all records and/or references to the disciplinary proceeding, investigation, SBA proceeding or arbitration shall be promptly removed from the Pilot's File.

*Deliveries must be by traceable means or in person.*

*SBA may be avoided or bypassed by mutual agreement.*

*Exonerated Pilot shall be reimbursed and reinstated.*

#### B. COMPOSITION AND APPOINTMENTS TO SBA

1. Composition of SBA. The SBA shall consist of 2 Association Members appointed by the Association President and 2 Company employees appointed by the Vice President Flight Operations.
2. Appointments of SBA Members.
  - a. Annual Appointment Date. SBA Members shall be appointed each year on the first business day in March.
  - b. SBA Member Terms. SBA Members shall serve one year terms and may be appointed for consecutive terms.
3. Chairman and Vice Chairman of the SBA Duties, Term and Rotation.
  - a. Duties. The Chairman, or in their absence the Vice-Chairman, shall preside at meetings of the SBA and at hearings. Both shall have a vote in connection with all actions taken by the SBA.
  - b. Term. The Chairman and Vice Chairman of the SBA shall serve for one year terms.
  - c. Rotation. The offices of the Chairman and Vice Chairman of the SBA shall be filled and alternate annually as follows:
    - 1) Odd Years: starting on the first business day in March during odd numbered calendar years, the Chairman of the SBA shall be one of the 2 Association appointed SBA Members, and the Vice Chairman of the SBA shall be one of the 2 Company appointed SBA Members.
    - 2) Even Years: starting on the first business day in March during even numbered calendar years, the Chairman of the SBA shall be one of the 2 Company appointed SBA Members, and the Vice Chairman of the SBA shall be one of the 2 Association appointed SBA Members.

C. REFERRALS TO THE SBA

1. Referable Disputes. The SBA shall consider any dispute properly submitted to it by the Association when such dispute has not been previously settled in accordance with the terms provided in this Agreement.
2. Submission Requirements.
  - a. Submittal to the SBA. The Association shall submit a "Notice of Appeal to the SBA" addressed to the SBA through the Chairman of the SBA. Copies of the Notice of Appeal to the SBA shall also be sent by the Association to the SBA Vice Chairman and the Vice President Flight Operations.
  - b. The Notice of Appeal to the SBA shall be submitted within 14 days of the decision of the Vice President Flight Operations (or his designee) that is being appealed to the SBA. Non-compliance by the Association with this time limit shall result in denial of the appeal on a non-precedent setting basis, with no further appeal.
  - c. The Notice of Appeal to the SBA shall include the following information:
    - 1) The Grievant's name, address, status, Domicile, and contact number.
    - 2) The question or questions at issue and the alleged Section(s) of the Agreement to have been violated.
    - 3) A brief statement of the relevant information.
    - 4) A summary of the Position of the Association.
    - 5) A summary of the Position of the Company.
    - 6) The requested relief.

*Notice of Appeal shall be sent to the SBA within 14 days of VP Flt Ops decision.*

D. SETTLEMENT, MEDIATION AND SBA BYPASS MEETING

1. Meeting. Before the SBA holds a hearing, the parties hereby agree to meet and discuss possible settlement and/or mutually agreeable mediation options. This discussion may be held in person or by telephone.
2. SBA Bypass Option. The parties may also, by mutual agreement only, bypass the SBA and go directly to a Board of Arbitration as if the SBA had deadlocked under the provisions of this Section.
3. Time Limitations. Nothing in this settlement, mediation or SBA bypass option sub-section shall be construed to change any applicable time limitations provided for in this Section without the mutual consent of the parties.

E. SBA HEARING DATE AND NOTIFICATION

1. Hearing Date. The SBA hearing shall be held within 42 days from the submittal by the Association of the Notice of Appeal to the SBA.
2. Setting the Hearing Date. The SBA Chairman shall set the date for the SBA hearing within 14 days of the submission by the Association of the Notice of Appeal to the SBA. If a hearing date is not set by the Chairman within this time frame, the SBA shall be held on the 42<sup>nd</sup> day after the Notice of Appeal to the SBA is submitted, at 9 a.m. at the Company's General Office.
3. The SBA Chairman shall notify the SBA Vice Chairman, the Vice President Flight Operations and the Association President of the SBA hearing, to include the date, time and location of the hearing. The initial notification by the SBA Chairman may be in person, by telephone or by electronic mail, but shall be confirmed in writing within a reasonable time thereafter.

*Timelines for setting hearing.*

F. DOCUMENTATION, INFORMATION AND WITNESS LIST

Each party shall provide the other party and the SBA Chairman and Vice Chairman with copies of all documents and information relevant to the issue to be heard by the SBA, and a list of witnesses planned to be summoned by each party, at least 7 days prior to the SBA hearing. Documents and information, or other witnesses not listed at this time will be considered and weighed by the individual members of the SBA at their individual discretion.

G. REPRESENTATION

Pilots covered by this Agreement may be represented at SBA hearings by such person(s) as they may designate, and the Company may be represented by such person(s) as it may designate.

H. ORDER OF PRESENTATION, EVIDENCE AND WITNESSES

1. Order of Presentation.
  - a. Disciplinary Action. If the hearing is in reference to a disciplinary action against a Pilot, the Company's representative shall begin, followed by the Pilot's representative to dispute or defend.
  - b. Contract Issue. If the hearing is in reference to a contract issue, the Pilot's representative shall begin, followed by the Company's representative to dispute.
2. Evidence Allowed. Evidence may be presented either orally, in writing, or both.
3. Witnesses Testimony.
  - a. Summoning of Witnesses. Either party may summon witnesses to a hearing. The SBA may, by majority vote, summon witnesses to a hearing.
  - b. Oath Required. All individuals giving testimony during an SBA hearing shall be placed under oath.
  - c. Telephone Testimony. Witnesses may, by mutual agreement between the parties, testify by telephone.
  - d. Cross Examination. Company and Association Representatives shall have the right to cross-examine all witnesses.
  - e. SBA Member Questioning. SBA members shall be allowed to question any or all witnesses.

I. SBA DECISION

1. Majority Vote Final and Binding. A majority vote of all members of the SBA shall, in all cases properly referable to it, be final and binding upon the parties hereto.
2. Deadlock. A tied vote by the members of the SBA or failure of the SBA to reach a decision within 3 Calendar Days after the end of the hearing shall constitute a deadlock.
3. All SBA finding and decisions shall be rendered in writing to the Vice President Flight Operations and the Association President.

J. DEADLOCK

1. Settlement and Mediation Meeting. Before proceeding to a Board of Arbitration as provided below, the parties hereby agree to meet and discuss possible settlement and/or mutually agreeable mediation options. This discussion may be held in person or by telephone. Nothing in this settlement and mediation sub-paragraph shall be construed to change any applicable time limitations provided for in this Section without the mutual consent of the parties. Should the parties not meet under this Paragraph J.1., the arbitration shall proceed in accordance with Paragraph J.2. below.
2. Board of Arbitration. Upon a deadlock, the Company and the Association shall select a mutually agreeable neutral arbitrator in accordance with the provisions in Paragraph J.2.a. to decide the outcome of the case with the assistance of an Association Member appointed by the Association and a Company employee appointed by the Company. The neutral arbitrator and these 2 appointees shall constitute the Board of Arbitration. These appointees do not need to be SBA Members.
  - a. Selection of the Arbitrator. Within 14 days of the rendering of the SBA's decision, the third and neutral member of the System Board shall be selected by the Company and the Association. If the Company and the Association cannot agree upon the neutral member or a method for selecting him, they shall select him by alternately striking names from the panel attached in Appendix 2. The order of striking shall be determined by a flip of a coin for the first case in which a neutral member is chosen under the provisions of this subparagraph and, in subsequent cases, the parties shall alternate taking the first strike. The Chairman or his designee will immediately contact the selected neutral to determine his availability and will advise the other Board members of his availability and they shall agree upon a date for the hearing. If the neutral member selected for the particular case is unable to serve within 90 days after his selection, the arbitrator who was remaining on the list prior to the last strike shall be contacted as above. Such a procedure will be followed until a panel member is selected to hear the case. The Chairman or his designee shall supply the necessary notices of such meeting, time and place, in writing to the Board members and the parties to the dispute.
  - b. Terms of Arbitrator Panel. The Panel of neutrals shall consist of 7 arbitrators. Each panel member shall serve for a minimum period of 12 months, effective on the date of signing of this Agreement. After a panel member has served for a 12 month period, either the Company or the Association may serve notice to remove him by notifying the other party unless the panel member has jurisdiction over an active case. Within 30 days of such notification, or if a vacancy occurs on the panel, the parties will select a replacement. If the parties cannot agree on a replacement panel member within 30 days, the Company and the Association shall each provide 3 names of arbitrators and the Company and the Association will select an arbitrator under the alternate strike procedures set forth in Paragraph J.2.a. above.
  - c. Arbitrator Decision. The arbitrator shall render an initial decision in the case within 30 days of the conclusion of the hearing(s) or submission of briefs, whichever is later. Any and all briefs shall be submitted no later than 30 days after the conclusion of the hearing(s), or 30 days after the completion of transcripts if transcripts have been requested, whichever is later. These timelines may be extended by mutual agreement between the parties or by the arbitrator. The SBA members on the Arbitration Board shall be given the opportunity to review and comment on the arbitrator's initial decision before it becomes final and binding.

*Arbitrators shall be selected by "alternate strike."*

- d. Expenses. The Association shall be responsible for pay protecting its member on the Arbitration Board. The Company and the Association shall share any fees or expenses incurred by the arbitrator equally.

## SECTION 15

### SICK LEAVE

#### A. GENERAL

1. Sick leave is a form of insurance that accrues in an account to protect the Pilot and his income in the event of an unexpected non-work related illness, injury, accident or prolonged medical condition that prevents him from working.
  - a. Sick leave may not be used for planned doctor, dentist appointments or preventative care appointments. However, sick leave may be used for an initial doctor or dentist appointment that is the result of an unexpected illness or injury, scheduled follow-up visits may not be covered with sick leave.
  - b. Sick leave may be used to care for an immediate family member, including:
    - Spouse
    - Domestic partners
    - Children (including children of a domestic partner)
    - Stepchildren (including children of a spouse or domestic partner)
    - Daughter/son-in-law (including child's spouse or domestic partner)
    - Parents
    - Stepparents
    - Mother/father-in-law (including parents of a domestic partner)
    - Siblings
    - Stepbrother/sister
    - Sister/brother-in-law (including siblings of a domestic partner)
    - Grandparents (does not include grandparent in-law)
    - Grandchildren
2. The Company shall be responsible for maintaining an accurate record of sick leave credit and payments.
3. A Pilot's paycheck shall reflect an accurate updated accounting of sick leave.
4. Nothing in this Agreement shall prevent the Company, at its discretion, from granting additional sick leave or assistance to any Pilot on an individual basis. This additional sick leave shall not constitute a precedent requiring sick leave or assistance in any other case.

*Sick leave may be used for injury/illness of a Pilot or family member.*

#### B. SICK LEAVE ACCRUAL/CREDIT

1. A Pilot shall accrue sick leave at the rate of 1 day for each month of employment except as otherwise defined in Section 9.
2. Sick leave shall be accrued and retained while in a Leave of Absence in accordance with [Section 9](#).
3. A Pilot's sick leave bank shall not exceed 120 days of sick leave.
4. A Pilot may replenish their sick leave bank by picking up Open Time. If a Pilot wishes to replenish their sick leave bank, they must do so within the next 2 full Monthly Bid Periods of using such sick leave. A Pilot may not accrue extra or additional sick leave by picking up Open Time. When the Pilot picks up Open Time to replenish their bank they must specify to Pilot Payroll the date(s) they were sick.

*Sick Leave bank accrues at 1 day/month, shall not exceed 120 days and may be replenished with Open Time.*

#### C. USE OF SICK LEAVE

1. A Pilot shall be charged for one day of sick leave for each scheduled Duty Period missed. A scheduled Duty Period that is split by a sick call shall be charged in half day increments.
2. A Pilot may elect to use Accrued Vacation when their sick leave bank is exhausted.
3. A Pilot shall use accrued sick leave then Accrued Vacation before going on a Medical Leave of Absence.
4. A Pilot projected to be on extended sick leave for an entire Monthly Bid Period shall be charged 15 sick days for that Monthly Bid Period and shall not bid.
5. A Pilot scheduled for vacation while they are on sick leave for an entire Monthly Bid Period shall be allowed to bid for another available vacation period, or be charged sick days in accordance with the following formula rounded to the nearest whole number:

*Sick Leave is used at 1 day/Duty Period or ½ day for a partial Duty Period or 15 days for a full month.*

$15 - (5/7 \times \text{Scheduled vacation days in that Monthly Bid Period}) = \text{Sick days charged}$   
For example:

A Pilot with 4 vacation days scheduled in a Monthly Bid Period shall be charged 12 days of sick leave when the Pilot is sick for that entire Monthly Bid Period.  $15 - (5/7 \times 4) = 12$

D. NOTIFICATION

1. A Pilot must advise Crew Scheduling as soon as they are aware of an injury or illness that would make them unable to perform flight duties to allow the Company to contact another Pilot. If a Reserve Pilot waits until called out for a Reserve assignment to notify Crew Scheduling of such illness or injury, that Pilot may be called in for disciplinary counseling.
2. A Pilot on extended sick (greater than 1 week) leave shall contact the Chief Pilot's office to advise them of the expected duration of sick leave.

*A Pilot should notify Scheduling of Sick Leave ASAP.*

E. RETURN TO WORK

1. A Pilot calling in for sick leave shall notify Crew Scheduling. Unless otherwise specified by the Pilot as provided for in E.2. below, the Pilot will be expected to report for his next scheduled/awarded assignment or Sequence.
2. A Pilot may define a leg that passes through his Domicile (unless otherwise mutually agreed between Crew Scheduling and the Pilot) for which he will be able to return. A Pilot may only exercise this option to define a return leg once per Sequence.
3. When available to return to work, a Pilot holding a line of time (other than a Reserve Line) shall be reassigned according to the following:
  - a. If the Pilot's originally assigned trip was assigned to a Reserve Pilot, the Pilot shall resume their originally assigned trip the next time it passes through the Pilot's Domicile.
  - b. If the Pilot's originally assigned trip is no longer available because another Pilot picked it up in Open Time, he may pick up Open Time as provided for in [Section 5.0](#). The Pilot shall be Pay Credited for the Open Time Added instead of the originally assigned Sequence.
  - c. If there is no Open Time available, a Pilot shall be assigned to an RDP that most closely matches the end of the original scheduled Duty Period (or other RDP by mutual agreement between Crew Scheduling and the Pilot) for the scheduled workday. The Pilot shall be Pay Credited for the greater of 4 hours or any assigned Sequence.
4. The Company retains the right to request that a Pilot, who is absent due to illness or injury, furnish the Company with a physician's certificate, describing the medical condition that resulted in the Pilot's absence. This request shall only be made when there is a reasonable basis to question the Pilot's absence.

*A Pilot may return to his Sequence if another Lineholder has not picked it up.*

## SECTION 16 RETIREMENT

### A. EMPLOYEE STOCK OWNERSHIP PLAN OF FRONTIER AIRLINES, INC. (ESOP)

The Company shall contribute to the Pilots' current Employee Stock Ownership Plan of Frontier Airlines, Inc. effective May 1996 ("ESOP") accounts for the plan year 2006 and for the plan year 2007 until the effective date of the DC Plan, at which time the Company will discontinue further contributions to the Pilots' ESOP. Pilots shall retain all the shares that have been contributed by the Company to their existing ESOP accounts.

### B. FRONTIER AIRLINES, INC. RETIREMENT SAVINGS PLAN-401(k)

1. The Frontier Airlines, Inc. Retirement Savings Plan, as amended (the "401(k) Plan") effective April 1, 1999, which is presently and hereafter made available to Frontier Airlines, Inc. employees, shall be made available on the same terms to Pilots covered by this Agreement.
2. The Company shall match 50 percent of each Pilot's pre-tax contribution to the 401(k) plan, subject to all regulatory limitations. For each pay period, the Company shall not be required to match any portion of the Pilot's pre-tax contribution greater than 10 percent of the Pilot's W-2 compensation. For each plan year, the Company shall not be required to match any portion of the Pilot's pre-tax contribution greater than 10 percent of the Pilot's W-2 compensation for that year.

*Company matches 50% of a Pilot's contribution up to 5% of the Pilot's compensation.*

For example:

Pilot's annual earnings equal \$70,000		
Pilot's percentage contribution	Pilot's monetary contribution	Company's monetary match
5%	\$3,500	\$1,750
10%	\$7,000	\$3,500
15%	\$10,500	\$3,500*
Pilot's annual earnings equal \$150,000		
Pilot's percentage contribution	Pilot's monetary contribution	Company's monetary match
5%	\$7,500	\$3,750
10%	\$15,000	\$7,500
15%	**\$15,500	\$7,500*

\*Matched amount limited by 10% of earnings.

\*\*\$15,500 is the IRS maximum allowable contribution for employees under 50 for calendar year 2007.

3. The Company contribution will be deposited into the Pilot's 401(k) account within 10 business days following each pay period. The Company will include on each Pilot's paycheck the 401(k) Plan contribution amount and YTD totals.
4. One Time Catch-up Matching: Contributions for plan year 2006 shall be made in accordance with procedures existing prior to the date of signing of this Agreement, and at the same time the Company match is made for other employees. For plan year 2007, past due contributions will be made into participant accounts within 60 days after the date of signing of this Agreement.
5. Match "True-up" Provision: The Company shall provide a true-up matching contribution at the end of the plan year for Pilots whose actual aggregate matching contributions made by the Company for all pay periods during the plan year (the "Actual Matching Contributions") is less than the matching contributions that would have been made based on the annual 10% of compensation limitation on matching contributions (the "Annual Matching Contribution Limit."). The amount of the true-up matching contribution shall be the difference between the Actual Matching Contributions and the Annual Matching Contribution Limit. A true-up matching contribution may be made for the following reasons: the Pilot has reached the annual 402(g) contribution limit (\$15,500 in 2007), the Pilot reduced the level of his pre-tax contributions later in the plan year, the Pilot's compensation increases later in the plan year, or for any other reason that causes the Actual Matching Contributions to be less than the Annual Matching Contribution limit. Any such true-up contribution shall be made as soon as practical but not later than 30 days following the close of the plan year.

*Company shall "True-Up" contributions when limited by pay period amounts.*

Example: A Pilot who earns \$150,000 during the 2007 401(k) plan year contributes 15% of his pay each pay period (for a contribution of \$937.50 each pay period). The Pilot reaches his annual contribution limit of \$15,500 in his 17<sup>th</sup> (out of 24) pay period. The Company match for the first 16 pay periods is limited to \$312.50 based on the "10% per pay period" limit in Paragraph B.2. above. The matching contribution for the 17<sup>th</sup> pay period will be \$250. This causes the Pilot to receive Actual Matching Contributions of only \$5250.00, rather than the \$7,500 that would have been received based on the Annual Matching Contribution limit. The Company shall make a true-up matching contribution equal to the difference between the Actual Matching Contributions made during the plan year and the Annual Matching Contribution limit. The true-up contribution will be \$2,250, and will be made as soon as practical but not later than January 30, 2008.

6. If the amounts that may be contributed by a Pilot into a 401(k) plan are reduced by law or regulation, this Agreement shall be reopened.

### C. DEFINED CONTRIBUTION ("DC") PLAN

*Company shall contribute to a DC Plan.*

1. In addition to the matching contributions under the 401(k) plan described in Paragraph B., the Company shall make non-elective employer contributions to the DC Plan as described in this Paragraph C. The DC Plan contributions will be made for each pay period based on the Pilot's W-2 compensation for each pay period. Contributions will be made in accordance with the following schedule:

Longevity	3/1/07	3/1/08	3/1/09	3/1/10	Thereafter
1	0.0%	0.0%	0.0%	0.0%	0.0%
2	0.0%	0.0%	0.0%	0.0%	0.0%
3	2.2%	2.2%	2.2%	2.2%	2.2%
4	2.7%	2.7%	2.7%	2.7%	2.7%
5	3.2%	3.7%	4.0%	4.0%	4.0%
6	3.7%	4.2%	4.7%	5.2%	5.5%
7	4.2%	4.7%	5.2%	5.7%	6.0%
8	5.2%	5.7%	6.0%	6.0%	6.0%
≥9	5.5%	6.0%	6.0%	6.0%	6.0%

2. The Company contribution will be deposited to each participant's account within 10 business days following the pay period. The Company will include on each paycheck the employer contribution amount and YTD total.
3. Pilots shall be 100% vested under the DC Plan.
4. The Company shall choose a provider with internet, telephone, and written access for each Pilot's account.
5. All plan administrative costs shall be paid by the Company. Any costs associated a Pilot's individual account will be paid by the Pilot or from his custodial account.
6. The Company will submit the DC Plan to the IRS for a determination letter to ensure compliance with Section 410(a) of the Internal Revenue Code. If an unfavorable determination letter is received by the Company, the Company and the Association agree to modify this Section 16 as necessary for compliance.

**D. RETIREE PASS BENEFITS**

The Company retiree pass benefit policy shall be modified for Pilots such that the minimum 5 years of service requirement is waived, and the age plus years of service requirement is modified to 60 (or the FAA mandated age if raised).

**E. RETIREE MEDICAL**

A Pilot forced to retire due to Federal Aviation Regulations age requirements, and his dependents, may remain on the Company's Medical Plan under the terms and conditions of the Plan until age 65. The cost of retiree medical benefits shall be continued under the same contribution schedule as an active Pilot. A Pilot who starts to receive this benefit under this Agreement shall receive the same benefits as Active Pilots and shall not forfeit the benefit by any future amendment to this Agreement.

*Retirees continue to receive pass and medical benefits.*



## SECTION 17

### MISSING, INTERNMENT, PRISONER OF WAR, HOSTAGE OR HIJACKING BENEFITS

- A. Any Pilot who, while performing duties for the Company, is missing, interned, captured or held as a prisoner or hostage ("Captivity") shall have all compensation and benefits continued without interruption to his dependents for the period of time defined in Paragraph C. of this Section.
- B. Any Pilot subject to Captivity shall continue to accrue seniority and Longevity.
- C. A Pilot shall be eligible for the benefits specified in this Section, without interruption, for a maximum period of 18 months. The benefits specified in this Section shall be terminated at the earlier of the time the Pilot is released (if hostage, prisoner of war or hijacked) or the time when proof of death is established. After proof of death is established, the Company shall pay, or cause to be paid, any benefits as provided for in this Agreement.
- D. For the entire period during which a Pilot is eligible for the benefits specified in this Section, the following shall apply:
1. The Pilot shall continue to hold his Position in accordance with [Section 6](#) and the Master Bid on file at the time of the Captivity.
  2. For purposes of pay under this Section, the Pilot's Master Bid at the time of the Captivity shall be controlling for the period of time that the Pilot is entitled to benefits under this Section. This pay shall be based on the Position the Pilot would have held, including an Involuntary Staffing Adjustment from Captain to First Officer if applicable, had the Pilot not been subject to the Captivity.
  3. When the Pilot is able to return to work as a Pilot, he shall be placed in the next available training class necessary to qualify for the Position the Pilot would have been awarded without the Captivity.
- E. When the Pilot is able to return to work, he shall be paid at the rate he would have been paid had he not suffered the Captivity.
- F. Compensation allowable under this Section shall be disbursed by the Company as follows:
1. In the event that the Pilot does not complete written directions in accordance with this Section, any payments due to the Pilot under this Section shall be held by the Company in an interest bearing account, for the benefit of the Pilot, at a savings institution of the Company's choice. If the Pilot is confirmed deceased, this account shall be paid to the legal representatives of the Pilot's estate.
  2. In the event that the Pilot completes written directions, the payments shall be made in accordance with those directions. Such directions shall be given to the Company using the following form, or in a form substantially similar to the following:

*A Pilot subject to this Section shall receive pay and benefits (based on the position he would have held otherwise) for up to 18 months.*

## MISSING, INTERNMENT, PRISONER OF WAR, HOSTAGE OR HIJACKING BENEFITS

To: Frontier Airlines Pilot Payroll

From: \_\_\_\_\_

Date: \_\_\_\_\_

You are hereby directed to pay all monthly compensation allowable to me, and any other benefits stipulated in the Agreement, while missing, or resulting from death or any other condition which causes direct payment to be impossible, under Sections of the Agreement between the Company, and the Pilots in the service of the Company, as represented by the Association, then in effect as follows:

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

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

\_\_\_\_\_

as long as living, and thereafter to:

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

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

\_\_\_\_\_

as long as living, and thereafter to:

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

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

\_\_\_\_\_

as long as living.

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

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

Witness Name (print): \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Pilot's Name (print): \_\_\_\_\_

Pilot's Signature: \_\_\_\_\_

Employee Number: \_\_\_\_\_

## SECTION 18

### NO-BID AND MANAGEMENT PILOTS

#### A. GENERAL

1. A Pilot transferred to No-Bid or Management status shall retain and continue to accrue seniority and Longevity.
2. When a Pilot is transferred to No-Bid or Management status due to sickness or injury, or becomes sick or injured while on such duty, that Pilot shall retain and continue to accrue seniority and Longevity during the period of sickness or injury whether or not the Pilot is able to maintain the medical certificate required for the Pilot's status, until able to return to flying duty. The Pilot's eligibility to remain on the Seniority List shall be in accordance with [Section 9.I.3.](#)
3. Any disputes arising hereunder concerning the physical fitness of such Pilot shall be determined in accordance with [Section 22](#) of this Agreement.
4. A Pilot that is not on the Seniority List shall have no rights under this Agreement.

#### B. MANAGEMENT PILOTS

1. The Company shall notify the Association in writing when a Pilot is considered a Management Pilot (e.g. Vice-President, Director, Manager, Chief Pilot, or Assistant Chief Pilot).
2. Management Pilots shall not be eligible to bid, or be awarded any line of flying or any Open Time except as specified in [Section 5](#), to include Management Displacement. No line of time shall be designated to be flown by Management Pilots until all Pilots including those normally assigned Reserve lines have been awarded a line.
3. When a Pilot on the Seniority List is released by the Company from Management status or desires to return to the line from such duty, the Company shall notify the Association in writing and he shall be eligible to bid for a line of flying according to his seniority on the next scheduled bid and exercise his Position on the Seniority List as defined under this Agreement. The Pilot will return to his "double bid" Position if applicable (as specified in Paragraph C below) and his return will not cause an Involuntary Staffing Adjustment of another Pilot.

#### C. DOUBLE BID SYSTEM

1. The "Double Bid" System will apply to Management Pilots to allow them to bid and be awarded a Voluntary Staffing Adjustment (VSA) in accordance with his seniority while in a management Position. A Management Pilot who is "double bid" will occupy a Position only for administrative or pay purposes, as applicable, until the Management Pilot returns to line flying to fill that Position, successfully bids out of that Position on a future VSA, or is removed from that Position by an Involuntary Staffing Adjustment (ISA).
2. A Management Pilot will bid in accordance with [Section 6](#) for the purpose of being awarded a "double bid" VSA. The VSA will also be awarded to the next junior Pilot (or senior Pilot in the case of an ISA) who is eligible to bid and be awarded the VSA in accordance with [Section 6](#).

*Management Pilots may bid for VSAs.*

#### D. NO-BID PILOTS

1. Check Airmen, Aircrew Program Designees, or Instructor Pilots on "No-Bid" status for the Company during an entire Monthly Bid Period shall be considered No-Bid Pilots for that Monthly Bid Period. These Pilots shall be designated "No-Bid Training" in the Monthly Bid Package.
2. Any Pilot appointed by the Company as a Special Project Pilot ("SPP") to perform administrative or other non-flying duties during an entire Monthly Bid Period (not including Pilots who are medically unable to fly) shall also be considered a No-Bid Pilot for that Monthly Bid Period. These Pilots shall be designated "No-Bid SPP" in the Monthly Bid Package.
3. No-Bid Pilots shall not be eligible to bid, or be awarded any line of flying or any Open Time except as specified in [Section 5](#), to include Management Displacement. The Company may Junior Assign No-Bid Pilots per [Section 5.V](#), if the Junior Assignment does not conflict with scheduled Company duties.
4. No-Bid Pilots shall pay Association dues at the Associate Membership rate as specified in the Association Constitution and Bylaws.
5. Compensation for duties performed for the Company by No-Bid Pilots (in excess of the Monthly Pay Guarantee), shall be entirely at the discretion of the Company. This compensation shall be subject to Association dues at the Associate Membership rate as specified in the Association Constitution and Bylaws.
6. Notice to the Association required by Paragraph B.1. shall be considered fulfilled if a "No-Bid Training" or "No-Bid SPP" Pilot is not designated in the subsequent Monthly Bid Package.

*Training and SPPs shall be NoBid Pilots.*



## SECTION 19

### REDUCTION IN FORCE, FURLOUGH AND RECALL

#### A. GENERAL

1. Prior to any furlough the Company shall meet with the Association to discuss reasons for, alternatives to, and expected duration of the furlough.
2. "Furlough" shall be defined as a reduction by the Company of the total number of Pilot Positions.
3. For the purposes of this Section, "circumstances beyond the Company's control" shall be defined as: an act of nature; a work stoppage; grounding or repossession of a substantial number of the Company's aircraft by a government agency or a court order; loss or destruction of the Company's aircraft; involuntary reduction in flying operations due either to governmental action(s)/requirement(s) or to 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; a terrorist act; or a substantial delay in the delivery of aircraft scheduled for delivery, provided that one of these listed occurrences has a material and substantial impact on the Company.

#### B. CREW REDUCTION

Pilots shall be furloughed in reverse order of seniority. Required relocations due to a furlough shall be considered to have been moves at Company request.

#### C. NOTICE OF FURLOUGH

Except where precluded by circumstances beyond the Company's control, any Pilot furloughed from the Company shall receive at least 21 days advance written notice via certified mail or shall continue to be paid until 21 days from the date of notice postmark. This pay shall be prorated at the rate of 1/30<sup>th</sup> of the Monthly Pay Guarantee for each day. Such notice shall be sent to the Pilot's last known address. Each Pilot shall be responsible for keeping the Company advised of his current mailing address.

*21 days notice shall be given for furlough.*

#### D. FURLOUGH PAY AND BENEFITS

1. Upon furlough, and in addition to any pay due in Paragraph B., a Pilot shall receive 1 week of pay (this pay shall be equal to 7/30<sup>th</sup> of the Monthly Pay Guarantee) for each full year of Longevity up to a total of 6 weeks of pay, except where a furlough is caused by circumstances beyond the Company's control. A Pilot with less than 1 year of Longevity shall not receive furlough pay based on Longevity.
2. A Pilot's furlough pay shall continue with regular pay periods until the furlough pay is exhausted.
3. A Pilot shall only receive his appropriate furlough pay once in any 12 month period. The 12 month period shall begin as of the date of furlough.
4. Any furloughed Pilot shall receive normal employee benefits while receiving furlough pay.
5. For the duration of the furlough, any Pilot who is furloughed shall retain all accrued sick leave, and continue to retain and accrue seniority but shall not accrue Longevity for pay and benefit purposes.
6. A Pilot who is furloughed shall be paid for any Accrued Vacation and Earned Vacation in a lump sum included with their final regular paycheck (to include any vacation to be accrued during the furlough pay period).

*Furloughed Pilots receive 1 week of pay for each year of longevity to a max. of 6 weeks.*

#### E. RECALL FROM FURLOUGH

1. Pilots shall be recalled in order of their seniority. Such recall right shall expire on the fifth anniversary date of their furlough and the Pilot may be removed from the Seniority List. Such notice shall be sent via certified mail to their last known address. Such Pilots shall be allowed 10 working days in which to notify the Company in writing of their intent to return to Active Service. If such Pilot accepts the recall, then he shall be allowed 15 days from the date of acceptance to return to Active Service. The Company may, at its discretion, extend the period of time for a return to Active Service.
2. A Pilot shall have the option to bypass a recall by providing written notice to the Company that he wants to continue to bypass recall until all of the furloughed Pilots junior to him have been recalled or until he elects to cancel such notice.
3. In the event an insufficient number of Pilots accept recall, the Company may notify Pilots in inverse seniority order that recall is mandatory. In this event, the Pilot must return to Active Service or be removed from the Seniority List.

*Pilots shall be given 10 days notice to declare intent with recall.*

#### F. INFORMATION DISTRIBUTION

The Company shall distribute to furloughed Pilots a packet of information containing the following as soon as practical prior to any furlough.

1. The procedure by which Company materials such as identification cards and Company manuals shall be returned to the Company.
2. The necessary conversion forms and information to continue their insurance coverage while on furlough.
3. A statement of the Pilot's vacation and sick leave accruals that have been earned to date.

#### G. JUMPSEAT AND PASS PRIVILEGES WHILE ON FURLOUGH

1. All Pilots on furlough shall retain space available pass privileges on the Company route system in accordance with the Company Pass policy as if he were not furloughed.
2. Subject to applicable law, the Company agrees to provide all furloughed Pilots with on-line jumpseat authority.

H. CONSIDERATION FOR CONTINUED EMPLOYMENT

Provided the furloughed Pilot meets the minimum qualifications of the available Position, the Company shall offer a furloughed Pilot the opportunity to apply for and receive an interview for any Position that would normally be available to any other Company employee.

## SECTION 20

### TRAINING

#### A. GENERAL

1. Association Training Committee. The Company and the Association Training Committee shall meet once every 3 months to review the status of the training programs. The Association Training Committee Chairman shall contact the Director Flight Operations Training & Standards (or equivalent Position) to schedule a mutually agreeable time for these meetings. The Company shall consider the suggestions and course critiques of the Association Training Committee as to the improvement of the training programs. All proposed changes to the Flight Operations Training Manual (FOTM) shall be communicated to the Association 3 business days prior to the FAA review.
2. Training Records. A Pilot shall be able to review all reports or performance evaluations prepared concerning any training received. Such documentation shall show the signatures of the individual administering the training and the Pilot receiving the training.
3. Information and Training Materials to be Provided to Pilots in Training.
  - a. Training Materials. Training materials that are required to be studied or completed prior to a training event shall be provided electronically or to the Pilot's "V" file at least 7 days (or less by mutual agreement between the Pilot and the Company) prior to any simulator or Ground Training.
  - b. List of Airports to be Used for PC and PT Events. For PC and PT events, a list of up to 5 airports that may be used for the event shall be provided to the Pilots at least 24 hours in advance.
  - c. Recurrent Ground School Syllabus. Pilots attending Recurrent Ground School shall be provided with a syllabus that describes the topics to be covered each day. The syllabus shall be provided electronically or to the Pilot's "V" file at least 7 days (or less by mutual agreement between the Pilot and the Company) prior to the training.
4. Instructor Change Requests. A Pilot in Upgrade or Transition Simulator Training may request and then shall be assigned a one-time change of instructor after discussing the reason for the change with the Flight Training Manager. The Company may require the Pilot to complete 1 more simulator session with the same instructor prior to the change.
5. Training Failures.
  - a. Qualification Events. If a Pilot fails a Qualification Event as defined in the Flight Operations Training Manual (FOTM), such Pilot may request and then shall be assigned another Check Airman, or instructor (as appropriate), for their subsequent Qualification Event.
  - b. Any additional training after a failure that is specified in this Section may be waived in writing by the Pilot, and with the consent of the Company.
6. Training Withdrawals.
  - a. Hardship Withdrawals.
    - 1) A Pilot may voluntarily withdraw from training in hardship circumstances (for example, but not to be limited to, a death or serious illness in the family, divorce, etc.).
    - 2) A hardship withdrawal requires approval by the Vice President Flight Operations. Such approval shall not be unreasonably withheld.
    - 3) A hardship withdrawal shall not constitute a failure.
    - 4) The Pilot shall indicate his desire to the Chief Pilot when he is ready to be rescheduled for training. The Pilot shall be rescheduled as requested, however the Company shall not be required to place the Pilot in a class that has already been awarded and is at its maximum capacity as determined by the Company.
  - b. Voluntary Withdrawals from Upgrade.
    - 1) A Pilot who voluntarily withdraws from an upgrade training course with at least 2 weeks' written notice to the Chief Pilot's office prior to the start of training shall not be penalized.
    - 2) A Pilot who voluntarily withdraws from an upgrade training course later than 2 weeks prior to the start of training shall not be awarded a Captain VSA with an originally published Effective Date within 8 months from the date of his withdrawal.
7. Recordings of Training Events. There will be no recording or transmission of data, images or audio from any simulator or training device except as a tool for the debriefing of training or evaluation periods. The Company will, immediately upon conclusion of each session's debrief, permanently erase all recorded media of such events in the presence of the Pilot who received the applicable training.
8. Check Airman Qualifications.
  - a. All OE, Proficiency Checks, Proficiency Training, and Line Checks shall be given by Pilots who:
    - 1) Are or have been on the Seniority List; and
    - 2) Have at least 500 hours of line flying experience at the Company as Captain in the aircraft type (Airbus A320 family).

*A Pilot who fails a check-ride may request a different check airman and/or an Association observer.*

*A Pilot in training may request a different instructor.*

*Recordings may only be used for training purposes with that Pilot.*

*A Check Airman must have 500 hrs as Airbus Captain at Frontier except by Association consent.*

- b. These requirements under 8.a. above may be waived with the consent of the Association. The Association's consent shall not unreasonably be withheld.
- 9. A Pilot or the Company shall have the ability of selecting an Association designee employed by the Company as a Pilot to ride as an observer. If flying must be dropped for the observer by Pilot request, the drop shall be requested as a FAPA drop in accordance with [Section 5.L.6](#). If flying must be dropped for the observer by Company request, the drop shall be requested as a Company drop.

B. SCHEDULING OF TRAINING EVENTS

*The Company is responsible for scheduling training.*

- 1. General Training Scheduling Rules.
  - a. Company Responsibilities.
    - 1) It shall be the Company's responsibility to schedule and administer Proficiency Checks, Proficiency Training and Line Checks on time. No Pilot shall be downgraded or lose pay due to the Company's failure to schedule and complete required training on time to prevent a dequalification.
    - 2) A Pilot must be scheduled at least 1 Calendar Day free of any Company duty during any 7 Calendar Day period. The Pilot may choose to waive this requirement.
  - b. Pilot Responsibility.
    - 1) It shall be the Pilot's responsibility to comply with the scheduled time for the check or training once he has been notified by the Company of the schedule.
    - 2) If a Pilot chooses to travel from training conducted in a location other than his Domicile on a flight other than the Scheduled Deadhead, the Pilot shall advise Flight Ops Training and Training Scheduling of his travel plans.
  - c. Flying During Upgrade Ground and Simulator Training. A Pilot who is in upgrade training shall not normally be assigned or allowed to pick up flying outside of the training. However, should there be an extended lapse in the training, the Company and the Association shall discuss possible methods to allow the Pilot to fly during the lapse in training.
  - d. Deadheading to or from Training. Any Deadheading to or from a training event shall be included in the duty time calculations in accordance with [Section 5](#).
  - e. Training during Vacation. Training shall not be assigned during any vacation period except by the Pilot's consent. In addition, at the Pilot's request, training shall not be assigned on the days off immediately before or after a vacation period as shown on the Pilot's schedule immediately following the vacation slide period. This request must be made to Training Scheduling prior to the end of the vacation slide period.
  - f. Oral Examinations.
    - 1) PIC Type. Oral examinations for the purpose of a PIC type rating administered by the FAA or the Company Aircrew Program Designee shall not be scheduled on the same Calendar Day with any other training or duties; however, the Pilot may waive this same Calendar Day restriction.
    - 2) SIC Privileges Only Type. The same Calendar Day restriction for PIC type ratings shall not apply to an SIC Privileges Only Type Rating.
- 2. Ground School Scheduling.
  - a. Time Limitations. Ground training shall not be scheduled more than 8 hours in any Calendar Day, except for meals. Should it become necessary for the Company to re-schedule training, such training may not be re-scheduled for more than 10 hours in any Calendar Day and in no case more than 42 hours in any 5 consecutive days.
  - b. Rest. A Pilot who has been scheduled for ground school shall receive the same legal rest as applicable to flight duty before the ground school, and shall receive the applicable legal rest after ground school prior to performing duties as a flight deck crew member. Reduced Rest for purposes of this paragraph shall only be permitted with the Pilot's consent.
  - c. Pre-Probationary PC Recurrent Ground School. Recurrent Ground School shall be scheduled and completed prior to a Pilot's Probationary PC.
- 3. Simulator Training Scheduling.
  - a. Simulator Training Times.
    - 1) No simulator training or checking, including briefing or debriefing time, shall be conducted between the hours of 0030 to 0500 local time, except during peak training times. The Association recognizes that during peak training times, the Company may require late training periods. Under no circumstances will simulator training or checking, including briefing or debriefing time, be conducted between 0230 and 0500.
    - 2) Initial and Upgrade Simulators. For initial or upgrade training, simulator sessions scheduled on consecutive days shall be scheduled with no more than a 4 hour start time variance, except with consent of the Pilot.
  - b. Simulator Rest Requirements. A Pilot who has been scheduled for simulator training shall not be scheduled to perform any duty within 12 hours of the simulator training period (including the scheduled brief time and a ½ hour debrief session) as a required flight deck crew member or as a Deadhead.

*Rest/duty requirements for training.*



- c. Simulator Training Duration Limits.
  - 1) A Pilot assigned to simulator training shall not receive in excess of 8 hours of total training (including oral briefing and debriefing) in a Calendar Day.
  - 2) No Pilot shall be scheduled more than 2 hours and thirty minutes (2:30) as the Pilot Flying (PF) and not more than 6 hours total elapsed time in a simulator in any 1 Duty Period.
- d. PC/PT Notice Requirements. A Pilot shall be given at least 5 Calendar Days notice prior to any PC/PT with the exception of training and subsequent check rides required as provided in Paragraph E. (Performance Standards).
  - 1) If the simulator period is cancelled and re-scheduled to a date after the originally scheduled period, no further notification is required other than the date, time and place of the re-scheduled period.
  - 2) If the period is rescheduled to a date prior to the originally scheduled period, with less than 5 days notice, it shall be the Pilot's option to accept the re-scheduled period; however, in the event the Cancellation occurs in the Pilot's Late Grace Month, and the rescheduled period is prior to the originally scheduled period, with less than 48 hours notice, it shall be the Pilot's option to accept the re-scheduled period.
- e. Seat Support. A Pilot who performs duty in the flight simulator for the purpose of facilitating training being administered to another Pilot, but who is not receiving training (i.e. a seat support Pilot), may perform flight duty as a required flight crewmember on that same Calendar Day. Normal flight duty (including simulator time) limitations shall apply (but not the 12 hour requirement in Paragraph b. above).

*Notice requirements for check-rides.*

#### C. BIDDING FOR TRAINING

Pilots shall bid for training in accordance with [Section 5.G.](#)

#### D. PAY DURING TRAINING

Pilots shall be paid for training in accordance with [Section 4.](#)

#### E. PERFORMANCE STANDARDS

##### 1. General Performance Standards.

- a. Failure Documentation. If a Pilot's performance is judged to be unsatisfactory during any training or checking event, considering standards appropriate to the particular session, a statement to that effect must be included in the documentation.
- b. Oral Examinations Failures. A failure of an Oral Examination associated with a PC or PT shall be considered a failure of the PC or PT. Additional simulator training sessions, where required in this Performance Standards Section, shall not be required if the training or checking event is due to failure of the Oral Examination. Additional training provided by the Company, if any, for a failed Oral Examination shall be ground/classroom training.
- c. Seat Support Pilots.
  - 1) A Pilot who performs duty in the flight simulator for the purpose of facilitating training being administered to another Pilot, but who is not receiving training (i.e. a seat support Pilot) shall be subject to evaluation based upon applicable FARs but shall not be required to participate in an oral exam.
  - 2) If, during the seat support event, the Check Airman or instructor notes a serious deficiency, such deficiency shall not be considered a failure but may serve as the basis for recommended or required additional training.
- d. Wrong Seat During PC or PT.
  - 1) For recurrent PC or PT events, if a Pilot is sitting in a Position the Pilot is not qualified for and a Check Airman notes a serious deficiency, the Check Airman shall not fail the Pilot.
  - 2) However, the deficiency may serve as the basis for declaring the event incomplete pending additional training and successful completion of the event.
- e. Multiple Failures and Training Review Board
  - 1) For the purposes of this Paragraph, Training Phases shall include: Training Simulator ([Paragraph 3.b.](#)), Simulator Qualification ([Paragraph 3.c.](#)), Operating Experience/Line Checks ([Paragraph 4.](#)) and Recurrent Simulator ([Paragraph 5.](#)).
  - 2) If a Pilot has a pattern of failures, the Company shall notify the Pilot and the Association in writing, within 30 days of the failure that determined the pattern, that he may be subject to review by the Training Review Board (TRB) following another failure.
  - 3) The TRB shall consist of 4 members, 2 who shall be selected by the Company and 2 selected by the Association. The Company and Association members shall be Frontier Airlines' employees familiar with Pilot training. In the event a TRB is convened to review a Pilot's training performance, either party may invite a person who is familiar with the equipment, Pilot and/or training involved who may speak on training issues under consideration.
  - 4) The TRB shall recommend by majority vote to the Vice President, Flight Operations whether future upgrade attempts or continued employment should be allowed. Upon deadlock of the TRB, the Vice President, Flight Operations shall make the final determination.

*Notice requirements for check-rides.*

*Reduced jeopardy for support Pilots.*

- 5) The Pilot shall have the right to appeal the final decision of the Vice President, Flight Operations under Section 14 of the Agreement.
  - 6) The TRB's deliberations shall not be admissible in any proceeding under Section 14 of the Agreement.
2. Initial New Hire Training and Probationary PC Performance Standards.

*Consequences for unsatisfactory performance for Probationary Pilots.*

- a. Initial New Hire Training. If a Pilot's performance during any phase of an Initial New Hire Training is unsatisfactory, the Company may determine if any further training will be given and whether his employment will be continued. This decision must be explained in writing with copies to the Pilot and the Association.
- b. Probationary PC. If a Pilot fails a Probationary PC, the Company may determine if any further training will be given.

3. Upgrade Training Performance Standards.

- a. Captain VSA Award Eligibility. The Pilot must meet the requirements to upgrade in accordance with this Section, [Section 6](#) and [Section 13](#).
- b. Training Simulator Phase (this includes Simulator events excluding Simulator Qualification Events as defined under the Flight Operations Training Manual (FOTM)):

*Requirements and consequences for failure during upgrade.*

- 1) A Pilot shall be considered to have failed the Upgrade Training Simulator Phase if he receives an overall Unsatisfactory grade (as defined in the FOTM) for a total of 3 times, whether on the same simulator period (e.g., 3 attempts to successfully complete Simulator Period #1), different simulator periods, or on any combination thereof.
- 2) Failure During the First Attempt at Upgrade: If a Pilot fails the Upgrade Training Simulator Phase, he shall return to First Officer, and he shall not be awarded a Captain VSA with an originally published Effective Date within 8 months from the date of his last Upgrade Training Simulator Phase failure.
- 3) Failure During the Second Attempt at Upgrade: If a Pilot is awarded a second Captain VSA and fails the Upgrade Training Simulator Phase, he shall again return to First Officer.
- 4) A third attempt at Upgrade will not normally be authorized by the Company.

- c. Simulator Qualification Phase (this includes Simulator Qualification Events as defined under the FOTM):

- 1) First Failure – Following the first failure of a Qualification Event, a Pilot shall receive additional training specific to the deficiency. The additional training shall consist of at least 1 simulator period (the Pilot may waive this in writing) but not to exceed 2 simulator periods. The Pilot shall then be given a second Qualification Event attempt.
- 2) Second Failure – If a Pilot fails a second Qualification Event, he shall elect one of the following 2 options:
  - a) Third Qualification Attempt Option. He may elect to receive at least 1 additional simulator period, and a third Qualification Event. If his third Qualification Event is not satisfactory, his retention in the service of the Company will be at Company discretion subject to the provisions of [Section 12](#); or
  - b) First Officer Option. He may remain as a First Officer in the aircraft in which he was attempting to upgrade and shall receive at least 1 training simulator period, and a First Officer PC prior to returning to the line as a First Officer. At the Pilot's option, the Pilot shall receive 1 Flight Training Device (FTD) period prior to the training simulator.
    - i. Satisfactory First Officer PC. If the Pilot's First Officer PC is satisfactory, he shall not be awarded a Captain VSA with an Effective Date within 8 months from the date of his most recent failure (and the Company shall have the option to give the Pilot an evaluation flight prior to awarding him the Captain VSA).
    - ii. Unsatisfactory First Officer PC.
      - 1. If the Pilot's First Officer PC is not satisfactory, he shall receive additional training (the Pilot may waive this in writing) to include at least 1 simulator period but not to exceed 2 simulator periods, and another First Officer PC.
      - 2. If the second First Officer PC is satisfactory, the Pilot shall be restricted from being awarded a Captain VSA with an Effective Date within 18 months from the date of his most recent failure (and the Company shall have the option to give the Pilot an evaluation flight prior to awarding the Captain VSA).
      - 3. If his second First Officer PC is not satisfactory, his retention in the service of the Company will be at Company discretion subject to the provisions of [Section 12](#).

*Consequences for failure of check-rides.*

4. Operating Experience (OE)

- a. Initial Captain Line Check (end of OE): if a Pilot fails his Initial Captain Line Check, he shall receive additional training specific to the deficiency and a subsequent Initial Captain Line Check. If a Pilot fails the second attempt at the Initial Captain Line Check, at the Company's option:
  - 1) he shall return to First Officer and he shall not be awarded a Captain VSA with an Effective Date within 8 months from the date of his most recent failure (and the Company shall have the option to give the Pilot an evaluation flight prior to awarding the Captain VSA) or,
  - 2) the Company may provide a LOFT and a third Line Check. This option shall not normally be allowed. If the Pilot fails this third Line Check, he shall return to First Officer and he shall not be awarded a Captain VSA

with an Effective Date within 24 months from the date of his most recent failure (and the Company shall have the option to give the Pilot an evaluation flight prior to awarding the Captain VSA).

- b. 50 Hour Rule. If a Pilot is not ready for his Line Check (or to be signed off for OE) after receiving 50 hours of OE and that Pilot has flown with only 1 Check Airman during OE, the Company shall assign a second Check Airman to continue the OE.
  - c. 60 Hour Rule. If a Pilot is not ready for his Line Check (or to be signed off for OE) after receiving a total of 60 hours of OE, the Company shall decide whether the Pilot will receive additional OE.
    - 1) For a Captain trainee: At the completion of at least 60 hours of OE, if the Pilot is not ready for his Line Check and the Company has determined he shall not receive any more, he shall have failed OE. The Pilot shall return to First Officer and he shall not be awarded a Captain VSA with an Effective Date within 8 months from the date of his last Captain trainee OE event (and the Company shall have the option to give the Pilot an evaluation flight prior to awarding the Captain VSA).
    - 2) For an FO trainee: at the completion of at least 60 hours of OE, if the Pilot is not ready to be signed off for OE, he shall have failed OE and the Company may determine whether his employment will be continued. This decision must be explained in writing with copies to the Pilot and the Association.
5. Recurrent Simulator Training - the following standards applicable to Captains and First Officers are in reference to 1 individual recurrent training event (e.g., 1 PC or PT event).

*Consequences for failure of OE.*

- a. Captain Recurrent Simulator Training (applicable to Captains other than Probationary Pilots).
  - 1) First Failure.
    - a) Following the first failure of a PC/PT a Captain shall receive additional training specific to the deficiency. The additional training shall consist of at least 1 simulator period (the Pilot may waive this in writing) but not to exceed 2 simulator periods.
    - b) The Captain shall then be given a second PC/PT event.
  - 2) Second Failure. If a Captain fails the second PC/PT, he shall elect 1 of the following 2 options:
    - a) Third PC/PT Option. He may elect to receive at least 1 additional simulator period and a third PC/PT. If his third PC/PT is not satisfactory, his retention in the service of the Company will be at Company discretion subject to the provisions of [Section 12](#); or
    - b) First Officer Option. He may elect to move down to First Officer in the aircraft in which he was qualified as a Captain and shall receive at least 2 simulator training periods, and a First Officer PC before flying as a First Officer. At the Pilot's option, the Pilot shall receive 1 FTD period prior to the training simulator.
      - i. If the Pilot's First Officer PC is satisfactory, he shall not be awarded a Captain VSA with an Effective Date within 8 months from the date of his most recent failure.
      - ii. If the Pilot's First Officer PC is not satisfactory, he shall receive additional training (the Pilot may waive this in writing) to include at least 1 simulator period but not to exceed 2 simulator periods, and another PC/PT. If the second PC/PT is satisfactory, the Pilot shall not be awarded a Captain VSA with an Effective Date within 2 years from the date of his most recent failure.
      - iii. If his second First Officer PC/PT training is not satisfactory, his retention in the service of the Company will be at Company discretion subject to the provisions of [Section 12](#).

*Consequences for failure of recurrent for a Captain.*

- b. First Officer Recurrent Simulator Training (applicable to First Officers other than Probationary Pilots).
  - 1) First PC/PT Attempt.
    - a) Following the first failure of a PC/PT, a First Officer shall receive additional training (the Pilot may waive this in writing) specific to the deficiency. The additional training shall consist of at least 1 simulator period but not to exceed 2 simulator periods.
    - b) The First Officer shall then be given a second PC/PT.
  - 2) Second PC/PT Attempt.
    - a) If the second First Officer PC/PT is not satisfactory, the First Officer shall receive additional training (the First Officer may waive this in writing) specific to the deficiency. The additional training shall consist of at least 1 simulator period but not to exceed 2 simulator periods.
    - b) The First Officer shall then be given a third PC/PT.
  - 3) Third PC/PT Attempt.
    - a) If the third First Officer PC/PT is satisfactory, the Pilot shall be restricted from being awarded a Captain VSA with an Effective Date within 8 months from the date of his most recent failure (and the Company shall have the option to give the Pilot an evaluation flight prior to awarding the Captain VSA).
    - b) If the third First Officer PC/PT is not satisfactory, his retention in the service of the Company will be at Company discretion subject to the provisions of [Section 12](#).

*Consequences for failure of recurrent for a First Officer.*

## F. RECURRENT LINE CHECKS

1. If a Pilot fails a Line Check, he shall receive additional training specific to the deficiency and an associated second Line Check.
2. If the Pilot fails the second Line Check he shall receive additional training specific to the deficiency and shall be subject to receiving a LOFT event and subsequent Line Check.
3. If the Pilot fails the LOFT or third Line Check he shall move down to First Officer in the aircraft in which he was qualified as a Captain and shall receive at least 2 simulator training periods, and a First Officer PC before flying as a First Officer. At the Pilot's option, the Pilot shall receive 1 FTD period prior to the training simulator.
  - a. If the Pilot's First Officer PC is satisfactory, he shall not be awarded a Captain VSA with an Effective Date within 8 months from the date of his most recent failure.
  - b. If the Pilot's First Officer PC is not satisfactory, he shall receive additional training (the Pilot may waive this in writing) to include at least 1 simulator period but not to exceed 2 simulator periods, and another PC/PT. If the second PC/PT is satisfactory, the Pilot shall not be awarded a Captain VSA with an Effective Date within 18 months from the date of his most recent failure.
  - c. If his second First Officer PC/PT training is not satisfactory, his retention in the service of the Company will be at Company discretion subject to the provisions of [Section 12](#).

## SECTION 21 DUES CHECK-OFF AND UNION SECURITY

A. CHECK-OFF

1. The Company shall allow the deduction of Association Membership Dues or Agency Shop Fees from a Pilot's paycheck provided such Pilot voluntarily executes 1 of the following agreed upon forms known as the "Check-Off Form", which shall be prepared and furnished by the Association.
2. The Company shall remit to the Association by check, or other suitable means (acceptable to both the Company and the Association), all dues and Agency Fees collected as soon as possible after the pay date on which the deduction was made.
3. The Company remittance of Association Membership Dues and Agency Fees to the Association shall be accompanied by a list of names, employee numbers, and amounts of deductions for each Pilot for whom deductions have been made in that particular pay period.

*Dues may be automatically deducted from paychecks and submitted to the Association by the Company.*

B. DUES CHECK-OFF FORM

ASSIGNMENT AND AUTHORIZATION FOR  
CHECK-OFF OF ASSOCIATION DUES  
FOR THE FRONTIER AIRLINE PILOTS ASSOCIATION

To: Frontier Airlines

I, \_\_\_\_\_, hereby assign the Frontier Airline Pilots Association my Association dues from any wages earned or to be earned by me as your employee. I authorize and direct you to deduct from my pay each pay period Association Membership Dues in the amount of 1.5% of my gross pay (or such monthly Dues as may hereafter be established in accordance with the Constitution of the Frontier Airline Pilots Association).

This assignment, authorization and direction may be revoked by me in writing at any time after the expiration of 1 year from the date hereof, or upon the termination date of the Dues Check-Off Agreement between the Company and the Association, whichever occurs sooner.

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

Date \_\_\_\_\_ Employee # \_\_\_\_\_

Domicile \_\_\_\_\_

Any notice of revocation as set forth in the Association Check-Off Form must be in writing, signed by the Pilot, and delivered by certified mail addressed to the Frontier Airlines payroll department, with a copy to the Secretary/Treasurer of the Frontier Airline Pilots Association. Dues Check-Off Forms and notices received by the Company shall be stamp-dated on the date received.

The Company shall remit to the Association a check for payment of all dues collected as soon as possible after the pay date on which the deduction was made. The Company remittance of Association membership dues to the Association shall be accompanied by a list of names, employee numbers and amounts of deductions for each Pilot for whom deductions have been made in that particular pay period.

C. AGENCY SHOP CHECK-OFF FORM

ASSIGNMENT AND AUTHORIZATION FOR CHECK-OFF OF ASSOCIATION AGENCY SHOP FEES  
FOR THE FRONTIER AIRLINE PILOTS ASSOCIATION

To: Frontier Airlines

I, \_\_\_\_\_, hereby assign the Frontier Airline Pilots Association my Agency Shop Fees from any wages earned or to be earned by me as your employee. I authorize and direct you to deduct from my pay each pay period Agency Shop Fees in the amount of 1.5% of my gross pay (or such monthly Fees as may hereafter be established in accordance with the Constitution of the Frontier Airline Pilots Association).

This assignment, authorization and direction may be revoked by me in writing at any time after the expiration of 1 year from the date hereof, or upon the termination date of the Agency Shop Check-Off Agreement between the Company and the Association, whichever occurs sooner.

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

Date \_\_\_\_\_ Employee # \_\_\_\_\_

Domicile \_\_\_\_\_

Any notice of revocation as set forth in the Agency Shop Check-Off Form must be in writing, signed by the Pilot, and delivered by certified mail addressed to the Company payroll department, with a copy to the Secretary/Treasurer of the Frontier Airline Pilots Association. Agency Shop Check-Off Forms and notices received by the Company shall be stamp-dated on the date received.

The Company shall remit to the Association a check for payment of all Fees collected as soon as possible after the pay date on which the deduction was made. The Company remittance of Agency Shop Fees to the Association shall be accompanied by a list of names, employee numbers and amounts of deductions for each Pilot for whom deductions have been made in that particular pay period.

D. AGENCY SHOP

1. Each Pilot of the Company covered by this Agreement who fails to voluntarily acquire or maintain membership in the Association shall be required, as a condition of employment, beginning 30 days after the effective date of this Agreement or 30 days after the completion of the Pilot's Probationary Period, whichever is later, to pay the Association each pay period a service charge as a contribution for the administration of the Agreement and the representation of such Pilot. This service charge shall be an amount equal to the Association's regular monthly dues, initiation fees, and periodic assessments that would normally be required to be paid by such Pilot if they were a member.
2. If any Pilot of the Company covered by this Agreement becomes delinquent in the payment of this service charge or any Association member becomes delinquent in the payment of dues, the Association shall attempt to notify such Pilot by certified mail, return receipt requested, with a copy sent by regular U.S. mail and a copy to the Vice President-Flight Operations, that the Pilot is delinquent in the payment of such service charge or membership dues as specified herein and is subject to discharge as a Pilot of the Company. Such letter shall also notify the Pilot that the required payment must be remitted within a period of 15 days or the Pilot shall be discharged.
3. The notice of delinquency required under Paragraph D.2., shall be deemed to be received by the Pilot, whether or not it is personally received by such Pilot, when mailed by the Association's Secretary/Treasurer, or their designee, by certified mail, return receipt requested, to the Pilot's last known address or to any other address that has been designated by the Pilot. It shall be the duty of every Pilot covered by this Agreement to notify the Association of every change in home address, or of an address where the notice required by this Paragraph can be sent and received by the Pilot, if the Pilot's home address is at any time unacceptable for this purpose.
4. If, upon the expiration of the 15 day period, the Pilot still remains delinquent, the Association shall verify in writing to the Vice President-Flight Operations, copy to the Pilot, that the Pilot has failed to remit payment within the grace period allowed and is therefore to be discharged. The Company's Vice President-Flight Operations shall hereupon take steps to discharge such Pilot from the service of the Company.

*Dues start 30 days  
after off Probation.*

*Delinquent Pilots  
must pay within 15  
days of notice or  
shall be discharged.*

5. A grievance by a Pilot who is to be discharged as the result of an interpretation or application of the provisions of this section shall be subject to the following procedure:
  - a. A Pilot who believes that the provisions of this Section have not been properly interpreted or applied as it pertains to the Pilot may submit a request for review in writing within 5 days from the date of notification by the Vice President-Flight Operations as provided in Paragraph 4 above. The request must be submitted to the Vice President-Flight Operations, or their designee, who shall review the grievance and render their decision in writing no later than 5 days following receipt of the grievance.
  - b. The Vice President-Flight Operations, or their designee, shall forward their decision to the Pilot, with a copy to the Association. Said decision shall be final and binding on all interested parties unless appealed, as hereinafter provided. If the decision is not satisfactory to either the Pilot or the Association, then either may appeal the decision within 10 days from the date of the decision directly to a neutral referee who may be agreed upon by the Pilot and the Association within 10 days thereafter. In the event the parties fail to agree upon a neutral referee within the specified period, either the Pilot or the Association may request the National Mediation Board to name such neutral referee. The decision of the neutral referee shall be final and binding on all parties to the dispute. The fees of such neutral referee shall be borne equally by the Pilot and the Association.
6. During the period a grievance is being handled under the provisions of this section, and until final award by the Vice President-Flight Operations, or their designee, or the neutral referee, the Pilot shall not be discharged from the Company nor lose any seniority rights because of noncompliance with the terms and provisions of this section. A decision shall be deemed final when the time for appeal has expired.
  - a. A Pilot discharged by the Company under the provisions of this Paragraph shall be deemed to have been "discharged for cause" within the meaning of the terms and provisions of this Agreement.
  - b. It is agreed that the Company shall not be liable for any time or wage claim of any Pilot discharged by the Company pursuant to a written order by any authorized Association representative under the terms of this Paragraph.

*A Pilot may grieve discharge under this Section.*





## SECTION 22

### MEDICAL STANDARDS

- A. The medical standards required of a Pilot shall be the standards established by the FAA, including its waiver policy.
- B. If, in the opinion of the Company, a Pilot develops a medical impairment to the Pilot's ability to perform Pilot duties between routine physical examinations as required by this Section, the Company shall have the right to require said Pilot to submit to a medical examination from a medical examiner of the Pilot's choice. If the Pilot fails to specify a medical examiner, the Company shall choose a medical examiner. The financial responsibility for the requested examination shall be borne by:
  - 1. The Company, if the Pilot is examined by a medical examiner specified by the Company.
  - 2. The Pilot, if the Pilot is examined by a medical examiner specified by the Pilot.
- C. In the event a Pilot is unable to hold a first class medical certificate, yet is able to hold a second class medical and is no longer on a Leave of Absence related to the medical condition, he shall return to work as and be paid as a First Officer.



## SECTION 23

### DEFINITIONS

Accrued Vacation – vacation a Pilot accrues in the current year that may be used the next year.

Active Service – the period of time a Pilot is on pay status as a Pilot.

Actual Block Hours – actual time from Block out to Block in.

Aggressive Reserve – a process that allows Reserve Pilots to bid for Sequences after Daily Open Time closes and prior to Reserve assignment (see [Section 5.S.9.](#)).

Average Target Line Credit Value – a target number determined by the Company to which the SSC will build the average Pay Credit for all lines.

Base Month – the calendar month a Pilot is due for training as defined by FARs. Training may also occur in the month prior to the Base Month or in the Late Grace Month.

Bid Category – a Pilot's bid category is defined by crew position, domicile and type of equipment.

Block In – the time at which an aircraft reaches a destination (generally, at a gate), the parking brake is set and a door is opened (typically as shown by ACARS).

Block Out – the time at which an aircraft's parking brake is released and all doors are closed for departure (generally from a gate, and typically as shown by ACARS).

Block Time – the time elapsed from block out to block in.

Calendar Day – the twenty-four (24) hour period commencing at 0001 and ending at 2400 hours local time.

Cancellation – any scheduled flight which does not operate for any reason.

Captain – a Pilot who is in command of the aircraft, is responsible for the aircraft and crew while on-duty, is properly qualified and designated by the Company and who holds currently effective airman's certificates authorizing such Pilot to serve as Captain and act as pilot-in command.

Captain Qualified First Officers (CQFO) – a Pilot who is qualified as a Captain, but, does not hold a Regular, Reserve, or Relief line as a Captain. CQFOs will be designated on the monthly bid package by an asterisk (\*).

Check Airman – a Pilot who is designated by the Company, and approved by the FAA, to examine other Pilots to determine Pilot proficiency with respect to Company and FAR procedures and competency to perform Pilot duties.

Continuous Duty Overnight (CDO) – a scheduled duty period which begins in one calendar day and ends in the following calendar day which includes an overnight stay out of domicile that is scheduled for less than FAR required minimum rest.

Daily Drop Limit – the limit on the number of Duty Periods that may be Dropped on a given day. The limit will include all Duty Periods operating that day.

Day Off – a calendar day free from all duty with the Company which occurs in a Pilots' domicile.

Deadhead – transportation at Company direction (not local in character) to or from a duty assignment.

Domicile – a geographic location, usually a city served by scheduled Company service, where Pilots are based and the location where Sequences are constructed to start. As of the date of signing of this Agreement, the only Domicile is Denver.

Drop – a Sequence, Pay Credit, or portion thereof, that a Pilot voluntarily removes from his schedule for a deduction in Pay Credits.

Duty Period – scheduled report time until 15 minutes after actual Block In for Domestic, 30 minutes for International (see [Section 5.J.5.](#)).

Earned Vacation – unused vacation a Pilot has accrued the previous year for use in the current year.

Effective Date – the date when a Pilot's Hourly Rate changes as a result of a Staffing Adjustment, and as further defined in [Section 6.B.](#)

Electronic Bid System – an internet based method for Pilots to access and modify their schedules. As of the date of signing of this Agreement, the Electronic Bid System is FLICA.

Flight Time – for scheduling and pay purposes, Flight Time shall be defined as: The total time from Block Out to Block In. In the event of any FAA enforcement action, the definition of flight time in FAR Part 1 shall prevail.

Final Line Check – the line check that qualifies the Pilot to be released to the line (either by the Company or FAA).

First Officer – a Pilot who is second-in-command of the aircraft whose duty is to assist and relieve the Captain and, in the absence of the Captain, is responsible for the aircraft and crew while on-duty. A First Officer shall be properly qualified and designated by the Company, hold currently effective airman's certificates authorizing such Pilot to serve as First Officer and act as second-in-command.

Golden Days – days chosen by a Pilot on which no training can be assigned.

Ground Training – all training conducted in a classroom or at any place that is not usually associated with flight training. It shall include classroom instruction, and training involving aircraft emergency procedures, flight equipment, hands on equipment, home/distance learning, or a Cockpit Procedure Trainer (CPT).

Hourly Rate – the rate of pay for a Pilot as defined by [Section 4](#).

Incentive Pay – pay for credits in excess of eighty-two hours.

Instructor Pilot – a Pilot assigned by the Company to provide simulator or ground training.

Operating Experience - the operating experience required by FARs and administered by Company Check Airman.

Irregular Operations – flights that are delayed or do not operate in accordance with the published schedule because of circumstances such as weather, maintenance, ATC, or other similar circumstances.

Junior Assignment (JA) – assigned duty outside of a Pilot’s awarded schedule, except as allowed by Reassignment, and as further described in [Section 5.V](#).

Late Grace Month – the month after the Base Month during which a Pilot must complete recurrent training to maintain currency.

Longevity – the period of time commencing on the Pilot’s date of hire (as a Pilot) which shall begin on the first day a Pilot is scheduled to and reports to the Company’s Pilot Training Program and continuing while the Pilot is in the Active Service of the Company except where specifically stated otherwise in this Agreement.

Management Pilot – a Company Pilot whose name appears on the Seniority List who has been designated by the Company and is responsible for managing Pilots and administering Company policy as it relates to the Pilot work force.

Master Bid – a Pilot’s bid for Position as describe in [Section 6.C](#).

Monthly Bid Package – a compilation of information including Sequences, lines of flying, etc. as described in [Section 5.J](#).

Monthly Bid Period – a Calendar month based period of 30 or 31 days as described in [Section 5.F](#).

Monthly Pay Guarantee – minimum amount of Pay Credit generally paid per Monthly Bid Period as described in Section 4.G. and Section 5 as applicable

New Hire Pilot – a Pilot who has not completed initial training.

No-Bid Pilot – a Pilot (other than a Management Pilot) working on Company business who does not participate in the monthly Line Bid process (see [Section 18.D](#)).

Open Time – Sequences that have not been assigned or awarded to a Pilot.

Open Vacation Period – a block of vacation that has not be assigned or awarded.

Overnightable Reserve – a Short Call Reserve Pilot who is available for 2 RDP’s or a Medium or Long Call Reserve who is available for multiple calendar days.

Pay Credit – unit of pay to be multiplied by a Pilot’s Hourly Rate to determine the Pilot’s actual pay.

Pay Report – monthly report published by the Company indicating daily Pay Credit, Pay Credit adjustments (i.e. JA), and per diem.

Pilot – any employee covered under this Agreement, whose name appears on the Seniority List.

Position – Seat, equipment and domicile specific (e.g. Airbus Captain, DEN).

Positive Telephone Contact – a telephone conversation between the Pilot and the Company.

Probation – a period of 12 months from the date of hire (or as extended by a leave of absence) as a Pilot or the successful completion of the Probationary Proficiency Check as described in [Section 20](#), whichever comes later (see [Section 3.D](#)).

Reassignment – a Pilot is reassigned if they are directed to perform flying which is not a part of their scheduled Sequence(s) as described in [Section 5.P](#).

Red-Eye - any duty period, other than a CDO, that reports prior to and releases after, or the entire duty period occurs between, 0100-0300 LDT.

Report Time – the time that a Pilot is scheduled to report at the beginning of a duty period.

Reroute – a Reassignment in accordance with [Section 5.P.3](#).

Reschedule – a Reassignment in accordance with [Section 5.P.2](#).

Rest Period – the period of time free from all Company duty between scheduled duty periods.

Scheduled Block – scheduled length of time from Block Out to Block In as shown in the Monthly Bid Package.

Scheduled Deadhead – deadhead leg published in the Monthly Bid Package.

Seat – Captain, First Officer.

Seniority List – the list of Pilots employed by the Company with rights as described in [Section 3](#). The Seniority List as of the date of signing of this Agreement is attached as Appendix 1.

Sequence – a series of flights over 1 or more days, which starts in the Pilot’s Domicile and ends with a legal rest break in the Pilot’s Domicile.

Sequence Release Time – the time of the end of duty in Domicile on the last day of a Sequence.

Sequence Report Time – the time of the start of duty in Domicile on the first day of a Sequence.

Small Jets – aircraft allowed to be flown by Pilots not on the Seniority List as described in [Section 1](#).

Staffing Adjustment – a movement of a Pilot from one Position to another as described in [Section 6](#).

Swap – an exchange of flying, vacation or reserve days/duty periods (or other activities as allowed by this Agreement) between a Pilot and Open Time (or Open Vacation Periods).

TAFB (Time Away From Base) – the time from a Sequence initial report to final release from duty.

Trade – an exchange of flying, vacation or reserve days/duty periods (or other activities as allowed by this Agreement) between two Pilots.

Transition Conflict – consists of any conflicts due to an interference or illegality from the current Monthly Bid Period to the following Monthly Bid Period.

Unscheduled Deadhead – deadhead leg not shown in the Monthly Bid Package.



## SECTION 24 DURATION AND TERMINATION

Subject to the provisions of a specific Agreement implementation schedule, this Agreement shall become effective upon the date of signing of this Agreement, and shall remain in full force and effect until \_\_\_\_\_, 2011, and shall renew itself without change each succeeding \_\_\_\_\_ thereafter, unless written notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party hereto at least ninety (90) Calendar Days prior to the date the parties may commence negotiations or a subsequent anniversary of such date, unless the parties agree otherwise.

In witness whereof, the parties have signed this Agreement \_\_\_\_\_, 2007.

For Frontier Airlines, Inc.:

For Frontier Airline Pilots Association:

Jeff Potter  
President and Chief Executive Officer

Jeffrey M. Thomas  
President

Chris Collins  
Senior Vice President - Operations

Jeff Broady  
Vice President

Ann Block  
Vice President - Human Resources

Scott Gould  
Negotiating Committee Chairman

James W. Sullivan  
Vice President - Flight Operations

Kent Katnik  
Negotiating Committee Member

Paul Tate  
Senior Vice President & CFO

John Stemmler  
Negotiating Committee Member





APPENDIX 1

SENIORITY LIST



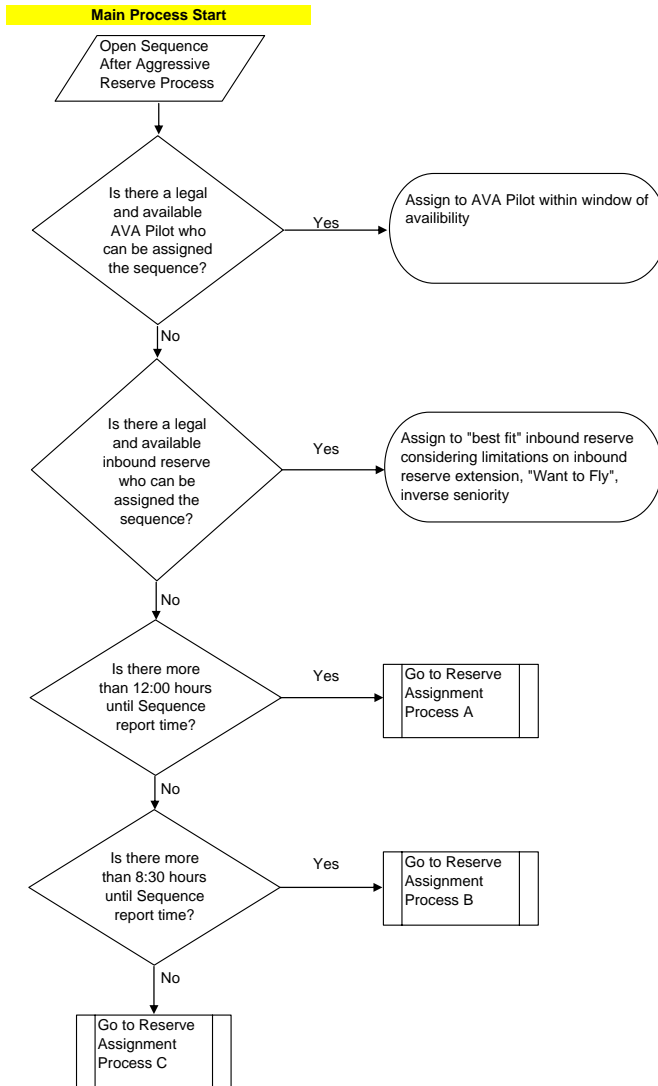
APPENDIX 2  
PANEL OF ARBITRATORS



## APPENDIX 3

### RESERVE ASSIGNMENT FLOW CHART

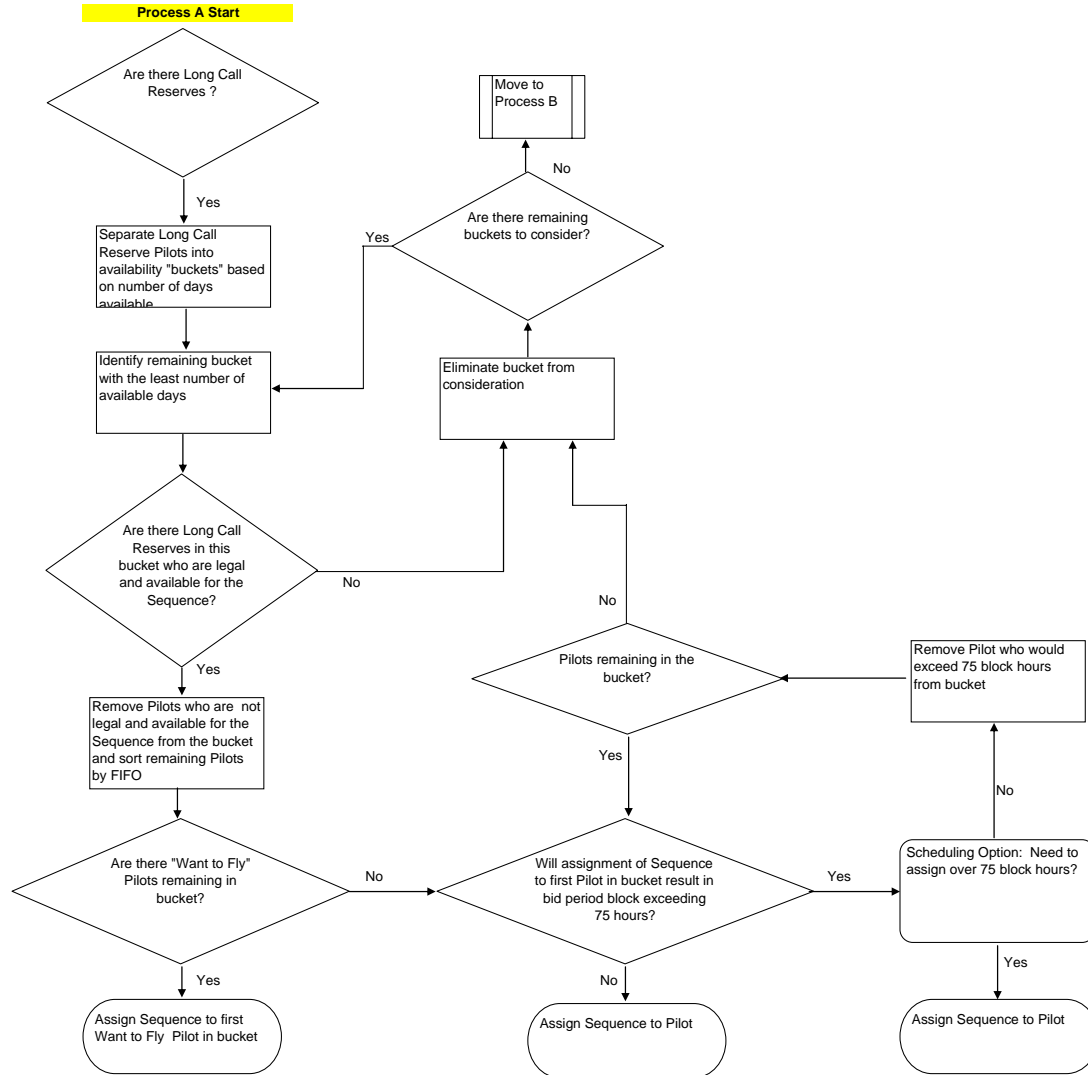
## Open Sequence - Assignment Process Flow



**Note:**

\* A "Low Time Pilot" may be assigned out of the normal order for purposes of accumulating block time to satisfy legality requirements. This includes Consolidation of Knowledge and Skills (FAR 121.434), High Minimums (FAR 121.652) (unless forecast weather is below the High Minimums limitations), or Currency (FAR 121.439). A Pilot who has accumulated less than 50 block hours within the first 90 days after his Proficiency Check may be assigned out of the normal order.

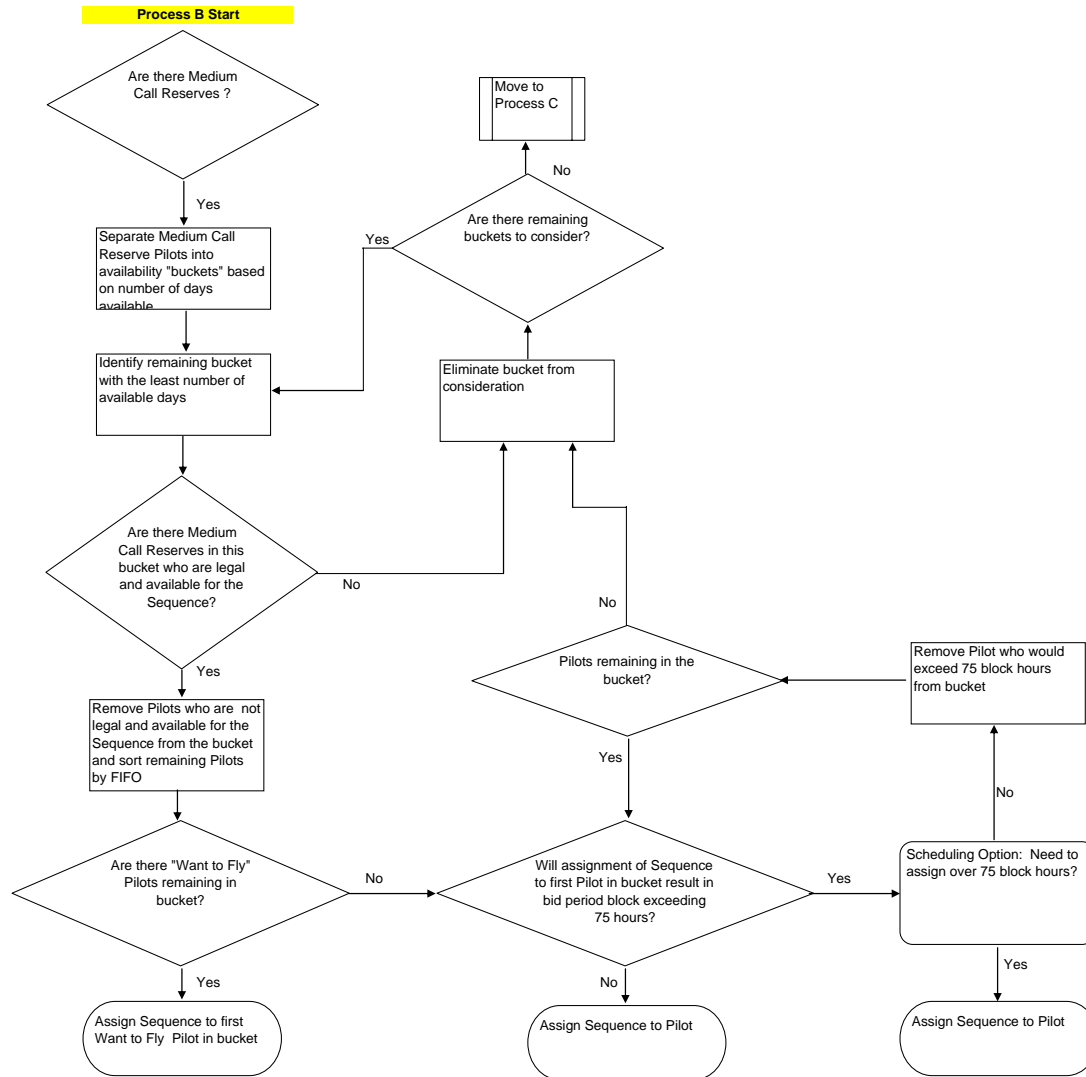
Reserve Assignment Process A - Long Call Reserve



Note:

\* A "Low Time Pilot" may be assigned out of the normal order for purposes of accumulating block time to satisfy legality requirements. This includes Consolidation of Knowledge and Skills (FAR 121.434), High Minimums (FAR 121.652) (unless forecast weather is below the High Minimums limitations), or Currency (FAR 121.439). A Pilot who has accumulated less than 50 block hours within the first 90 days after his Proficiency Check may be assigned out of the normal order.

### Reserve Assignment Process B - Medium Call Reserve

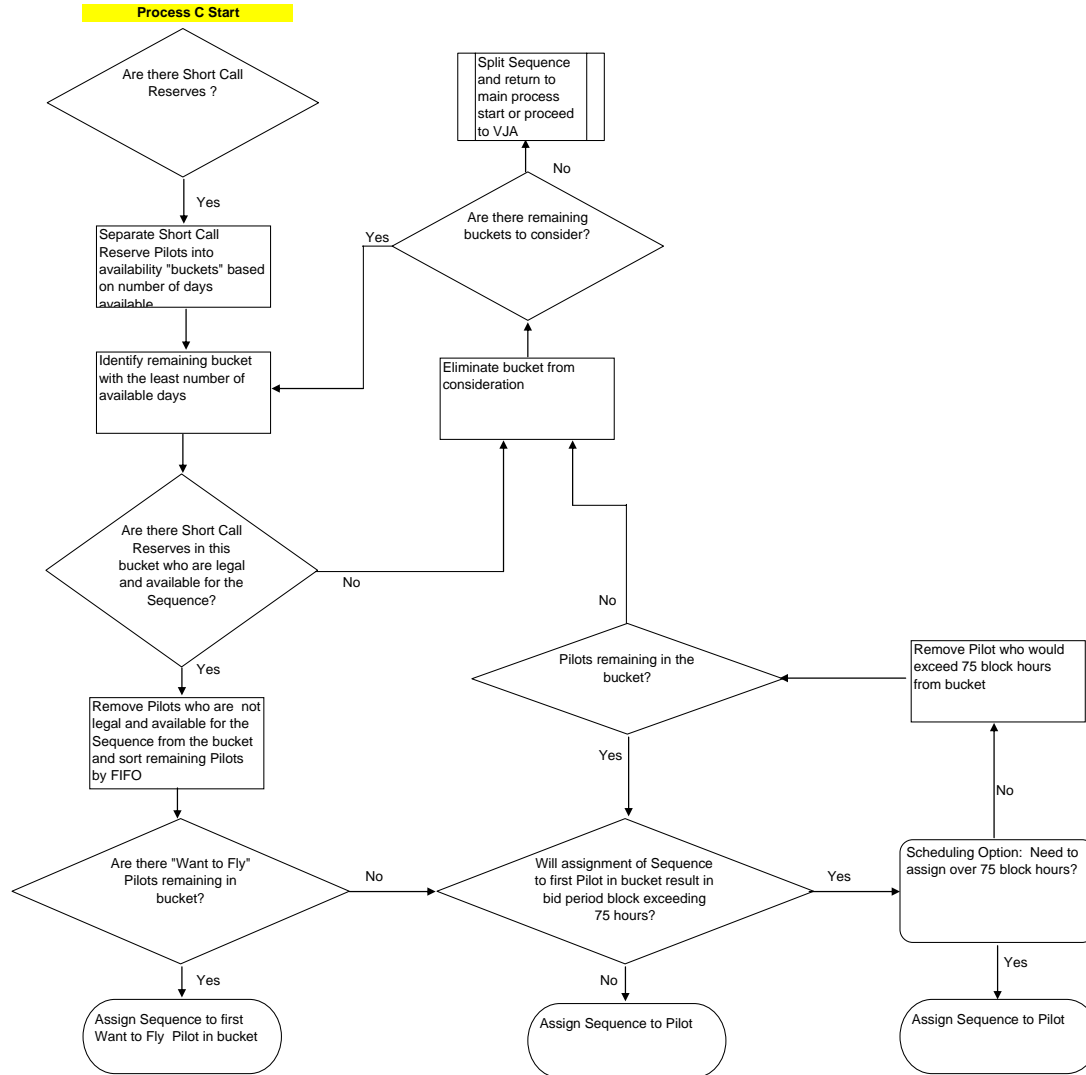


Note:

\* A "Low Time Pilot" may be assigned out of the normal order for purposes of accumulating block time to satisfy legality requirements. This includes Consolidation of Knowledge and Skills (FAR 121.434), High Minimums (FAR 121.652) (unless forecast weather is below the High Minimums limitations), or Currency (FAR 121.439). A Pilot who has accumulated less than 50 block hours within the first 90 days after his Proficiency Check may be assigned out of the normal order.



Reserve Assignment Process C - Short Call Reserve



Note:

\* A "Low Time Pilot" may be assigned out of the normal order for purposes of accumulating block time to satisfy legality requirements. This includes Consolidation of Knowledge and Skills (FAR 121.434), High Minimums (FAR 121.652) (unless forecast weather is below the High Minimums limitations), or Currency (FAR 121.439). A Pilot who has accumulated less than 50 block hours within the first 90 days after his Proficiency Check may be assigned out of the normal order.

## APPENDIX 4

### Q & A

#### SECTION 1

#### SECTION 2

**Question:** Do I have to wear my uniform while commuting or deadheading?

**Answer:** The intent of [Section 1.A.1](#) is for Pilots to wear their uniform, in full, while on duty and in view of the public. If a Pilot wants to wear part of the uniform (the trousers and shirt) for commuting, this is allowable as long as the public cannot identify the Pilot as a Frontier Pilot (e.g., the epaulets are removed and no other pins or other items identify the Pilot by sight as a Frontier Pilot).

#### SECTION 3

#### SECTION 4

#### SECTION 5

**Question:** What does “schedule integrity” mean?

**Answer:** The intent of schedule integrity is to provide allowance for the Company to modify Pilots’ schedules to prevent cancellations, meet curfews, lengthy delays, or delays that may have a broad impact on the system or cause passengers to not reach their destination, etc. These provisions are not intended for Company convenience, to increase utilization or productivity or to avoid a delay that has no significant impact on the system or passengers.

**Question:** When would Scheduling release a Reserve Pilot to “call-back status” ([Section 5.O](#))?

**Answer:** The intent of the “release to call-back status” provision is to allow Crew Scheduling to release reserve Pilots from telephone availability for an assignment within that RDP, but provide a method for Crew Scheduling to give them an assignment for a following RDP. Some examples would include:

- A reserve Pilot has already flown 7 hours that day and likely wouldn’t be legal for any further assignments. Crew Scheduling expects to use the Pilot the next day due to staffing and Open Time levels, but does not have a specific assignment at the time the Pilot requests release. Without the Call-Back provision, Crew Scheduling might not release the Pilot in order to be able to notify him of an assignment tomorrow. With the Call-Back provision, Crew Scheduling is safe to release the Pilot today, with the assurance that he will call back later and can be given an assignment for his next RDP at that time.
- A reserve Pilot may have plenty of duty/flight time available, but due to staffing and Open Time levels, does not reasonably expect to use him today, but does expect to use him tomorrow. With the Call-Back provision, Crew Scheduling is safe to release the Pilot today, with the assurance that he will call back later and can be given an assignment for his next RDP at that time.

**Question:** Is a Pilot released once being awarded an Aggressive Reserve award ([Section 5.S.9.e](#))?

**Answer:** The intent of the difference in availability requirements for Aggressive Reserves is to allow Crew Scheduling to utilize the Pilot the same day a Sequence is awarded (award date) to a Pilot, but release the Pilot from availability on the day of the awarded Sequence (Sequence operating date). In addition, once the Pilot’s RDP ends prior to the Aggressive Reserve Sequence, the Reassignment rules shall be the same as those for a Lineholder. These provisions are to encourage reserve Pilots to utilize the Aggressive Reserve system to improve quality of life and reduce Crew Scheduling workload.

For example: on Monday, a Pilot gets an Aggressive Reserve award for a Sequence starting Tuesday. That Pilot shall remain telephone available for the remainder of his RDP on Monday and may be given an assignment in accordance with normal reserve rules. However, once that RDP on Monday has ended, the Pilot has no availability requirement until he reports for his Aggressive Reserve Sequence on Tuesday. In addition, should Crew Scheduling need to reassign the Pilot from the Tuesday Sequence, the Lineholder Reassignment provisions ([Section 5.P](#)) shall apply.

#### SECTION 6

#### SECTION 7

#### SECTION 8

#### SECTION 9

**Question:** Do I have to use FMLA before Medical Leave?

**Answer:** The assumption for [Section 9.1.1](#), (“A Pilot who is unable to fly due to illness or injury and does not qualify for FMLA (or has exhausted FMLA), shall be granted a Medical Leave of Absence by the Company.”) is that a person will in fact apply for FMLA and use it if possible before going on a Medical Leave of Absence.

**Question:** Can I attend training or other duties I am able to perform while on Medical Leave?

**Answer:** By mutual agreement between the Company and the Pilot, the Pilot may perform duties that are normally performed by a Pilot (e.g., attending recurrent ground school, going to overwater training, seat support in the simulator). In such cases the Pilot shall be paid as a Pilot for those duties, but the Medical Leave of Absence shall not be considered interrupted by such duty (in other words, this does not reset the 5 year clock to restart the time limit for the leave).

**Question:** If I work for the Company in another job besides Pilot while on Medical Leave am I covered under the Agreement?

**Answer:** The intent of [Section 9.I.14](#), is to treat Pilots performing non-Pilot jobs on a Medical Leave of Absence as a Pilot that gains employment with a third party company: the Pilot receives the benefits, pay, and protection for that third party company. However, the rights, responsibilities and protections that a Pilot on a Medical Leave of Absence are still in place for that Pilot as a Pilot. For example, if a Pilot is employed as a financial analyst and embezzles money from the Company store, he may be terminated from his job as a financial analyst without the protections of the Agreement, but not as a Pilot from the Company or the Seniority List without the protections of the Agreement.

**Question:** Can the Company delay my training to return to work after Medical Leave to delay paying me?

**Answer:** The intent of the 45 day maximum before a Pilot starts getting paid ([Section 9.I.15.b.2](#)) is not to give the Company carte-blanche authority to postpone training for the full 45 days. Instead, this time is meant to give the Company flexibility to train the Pilot as soon as practical, taking into account items to include, but not limited to, simulator, instructor, classroom availability and the ability to pair the Pilot up with another Pilot that also requires training in order to avoid paying someone to provide seat support. The Company should be able to provide a reasonable explanation for a delay in training.

## SECTION 10

## SECTION 11

## SECTION 12

## SECTION 13

**Question:** Does a Pilot have to initial every piece of paper that might be used in a [Section 13](#) disciplinary hearing?

**Answer:** Disciplinary/derogatory material placed in a Pilot's file does not need to be initialed if it is a supporting document, note, letter, information, etc. that is part of a hearing and that the Pilot by the nature of the hearing is or should be aware of. In other words, we don't expect that a Pilot will initial every document that is used in a disciplinary hearing, SBA proceeding or arbitration.

## SECTION 14

**Question:** What if a Pilot doesn't show up for a hearing ([Section 14.A.8](#)) because he was stuck at his house due to a blizzard?

**Answer:** This language was discussed by the parties to mean that if either party has a valid, legitimate reason for not being in attendance that the party can show was reasonable, the party will not automatically lose. This would obviously not cover things like convenience for scheduling or as a delay tactic.

## SECTION 15

## SECTION 16

## SECTION 17

## SECTION 18

## SECTION 19

## SECTION 20

**Question:** When "months" are specified for a waiting period prior to another upgrade attempt, are these calendar months?

**Answer:** No. If you have to wait for 1 month, for example, and the triggering event is on, for example, July 20, 1 month later is August 20th.

**Question:** Does the Training Review Board (TRB) apply to multiple failures within an event or a Pilot's entire employment?

**Answer:** The TRB is intended to apply where a pattern of "excessive" failures occur in more than one phase of training, or multiple times in a single phase. The TRB may be used even if the other failure limits specified in the Agreement within each phase have not been met, but there is a pattern of failures.

## SECTION 21

## SECTION

22

## Letter of Agreement 02

Captain Jeff Thomas, President  
Frontier Airline Pilots Association  
18300 E. 71<sup>st</sup> Avenue, Suite 140  
Denver, CO 80249

## Health Insurance and Health Care Study Committee

Captain Thomas,

This Letter of Agreement ("LOA") is made and entered into by and between Frontier Airlines, Inc. (the "Company") and the Airline Pilots in the service of Frontier Airlines, as represented by the Frontier Airline Pilots Association (the "Association") for the purpose of addressing rising health insurance costs for both the Company and its employees. The Company and the Association have shared concerns regarding annual increases in health care costs and have jointly developed a plan that addresses these issues.

The Company hereby agrees to establish a joint Association-Company committee ("Health Care Study Committee" or "HCSC") comprised of representatives from FAPA and from the Company.

Objectives of Committee are to reduce the cost of health insurance, to look for ways to better manage health care costs in the future, and to look at providing different health care options to employees. In addition, we want to clearly understand if the Company's plan is competitive with other plans inside and outside the airline industry and determine if Frontier's costs are higher than other companies. While there are no guarantees that we can achieve these objectives, the Company is prepared to move forward in an attempt to try and solve these problems.

The HCSC shall:

- Prepare and issue a Request For Proposal ("RFP") within 45 days of signing this LOA in order to retain a mutually agreeable health care consulting firm;
- Establish a Scope of Work, define objectives, establish timelines and action plans, select a consultant, and have the analyses conducted and recommendations made to the HCSC in time for plan changes to be effective on January 1, 2008, if possible;
- Review recommendations of the consultants to meet the objectives set forth by the HCSC.

The Company acknowledges that the recommendations of the healthcare consulting firm and those of the HCSC will not be unreasonably rejected by the Company.

Regardless of whether the recommendations from the consulting firm are implemented for 2008, the Company agrees to freeze both the plan design and the relative percentages paid by the Pilots and the Company in effect for plan year 2007 (as described in the Summary Plan Description, appended to the original copy of this letter) for plan years 2008 and 2009. Neither the plan design features nor the percentages being paid for medical coverage by Pilots (the relative shared percentages for Employee Only, Employee + Spouse, Employee + Children, and Family categories) will change. The Company agrees to provide promptly, full documentation regarding the Health Plan designs and costs as requested by the Association.

As a member of the HCSC, the Association input to the Committee shall be fully considered and factored into any final decisions including the hiring of the consulting firm and the development of recommendations to the Company. In addition the Company will provide adequate resources and staff for this project to insure its purposes are met.

The cost of the program, including the hiring of the consulting firm will be paid by the Company. In addition, the Company will appoint a project manager and provide adequate staffing for this project to insure its purposes are met. The Company agrees to share any information provided to the Company by the consulting firm with the Association.

In recognition that the Company is moving forward to find solutions to these issues, the Association hereby agrees to withdraw the Health Insurance Grievance submitted to the Company on December 6, 2006, and to utilize its participation in the HCSC to address its concerns in this area.

Respectfully,

Captain Jim Sullivan  
Vice President Flight Operations

CC: Kevin Stocker  
Ann Block  
Cam Kenyon  
Jerry Glass  
Randy Babbitt  
Carla Wolin

Agreed: \_\_\_\_\_  
Captain Jeffrey M. Thomas  
President  
Frontier Airline Pilots Association