

DELTA PILOT WORKING AGREEMENT



DALMEC



Agreement

Between

DELTA AIR LINES, INC.

and

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

as Represented by the

AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

Date of Signing: March 2, 2023

Amendable Date: December 31, 2026

Table of Contents

PWA Section

1. Scope
2. Definitions and Glossary
3. Compensation
4. Minimum Pay and Credit Guarantees
5. Lodging and Expenses
6. Relocation
7. Vacations
8. Deadheading
9. Miscellaneous Flying
10. Seniority List Instructors, Line Check and Line Validation Pilots
11. Training
12. Hours of Service
13. Leaves of Absence
14. Sick Leave
15. Physical Examinations
16. Crew Augmentation and International Operations
17. Witnesses and Representatives
18. Grievances
19. System Board of Adjustment
20. Seniority
21. Furlough and Recall

Table of Contents

- 22. Filling of Vacancies
- 23. Scheduling
- 24. General
- 25. Medical, Dental, Life Insurance, and Other Benefits
- 26. Retirement and Disability Benefits
- 27. Union Security and Check-Off
- 28. Administrative Pilots
- 29. Duration

Letters of Agreement

- LOA #3 Civil Reserve Air Fleet Operations
- LOA #5 Benefit Review Board
- LOA #6 Post-Retirement Pilot Hiring
- LOA #7 Flight Operational Quality Assurance Program
- LOA #9 Compass Flow Through
- LOA #11 Pilot Retiree Medical Account (RMA) Program
- LOA #12 PWA Carryover Provisions
- LOA #13-04 DC Plan Termination and Related Changes
- LOA #13-05 NWA MP3 and NWA LTD Changes and Miscellaneous, Clarifications and Corrections
- LOA #14-05 2014 55-Point Voluntary Retirement Program
- LOA #15-01 FOQA Crosstalk

Table of Contents

Letters of Agreement (cont'd)

LOA #20-02 2020 Voluntary Early Out Program

LOA #20-03 Voluntary Scheduling Options

LOA #23-01 One-Time Post-PWA Ratification Payment

LOA #23-02 Global Scope

Memoranda of Understanding

MOU #1 PBS

MOU #2 Neutral Doctor Process Amendment to the D&S Plan

MOU #4 JFK-BOG Overnight Operations

MOU #20-03 Pilot Aviation Safety Action Program Administration

MOU #23-01 Deferred Implementation

MOU #23-02 Miscellaneous Items

MOU #23-03 MBCBP Implementation

MOU #24-01 Rotation Change to Same Flight

1 SECTION 1

2

3 SCOPE

4

5 A. Recognition

- 6
- 7 1. In accordance with the certification issued by the National Mediation Board in Case No.
- 8 R-7191, 36 NMB No. 21, January 22, 2009, the Company recognizes the Air Line Pilots
- 9 Association, International, as the duly designated and authorized representative of the
- 10 Flight Deck Crewmembers in the service of the Company for the purposes of the Railway
- 11 Labor Act, as amended.
- 12 2. Nothing in this PWA will be construed to limit or deny any pilot hereunder any rights or
- 13 privileges to which such pilot may be entitled under the provisions of the Railway Labor
- 14 Act, as amended.

15

16 B. Definitions

- 17
- 18 1. “Affiliate” means:
- 19 a. any subsidiary, parent or division of an entity,
- 20 b. any other subsidiary, parent or division of either a parent or a subsidiary of an entity,
- 21 or
- 22 c. any entity that controls another entity, is controlled by another entity, or is under
- 23 common control with another entity, in either case, whether directly or indirectly
- 24 through the control of other entities.
- 25 2. “Americas Theater” means flying on all routes between (a) a point in South America, and
- 26 (b) a point in the United States.
- 27 3. “Atlantic Theater” means flying on all routes between (a) a point in the United States,
- 28 and (b) a point that is east of longitude 30° W and west of longitude 90° E.
- 29 4. “Category A operation” means the operation of a flight segment by a Delta Connection
- 30 Carrier:
- 31 a. that is a Company affiliate, or
- 32 b. using the DL code under an agreement with Delta that is not a prorate agreement.
- 33 5. “Category C operation” means the operation of a flight segment by a Delta Connection
- 34 Carrier under the DL code pursuant to a prorate agreement with Delta.
- 35 6. “Circumstance over which the Company does not have control,” for the purposes of
- 36 **Section 1** and **Section 21**, means a circumstance that includes, but is not limited to, a
- 37 natural disaster; labor dispute involving a work stoppage which impairs Company
- 38 operations (provided such term does not apply to informational picketing or other lawful
- 39 activity designed to inform the public); grounding of a substantial number of the
- 40 Company’s aircraft by a government agency; reduction in flying operations because of a
- 41 decrease in available fuel supply or other critical materials due to either governmental
- 42 action or commercial suppliers being unable to provide sufficient fuel or other critical
- 43 materials for the Company’s operations; revocation of the Company’s operating
- 44 certificate(s); war emergency; owner’s delay in delivery of aircraft scheduled for
- 45 delivery; manufacturer’s delay in delivery of new aircraft scheduled for delivery. The
- 46 term “circumstance over which the Company does not have control” will not include the

Section 1 – Scope

1 price of fuel or other supplies; any delay by the manufacturer in the delivery of new
2 aircraft to the Company that is (a) known to the Company when it provides its detailed
3 Fleet and Network Plans to the Association in Q4 of any year prior to the year of the
4 scheduled delivery, or (b) less than 45 days; the price of aircraft; the state of the
5 economy; the financial state of the Company; or the relative profitability or
6 unprofitability of the Company's then-current operations.

7 Note one: For purposes of this definition, Company refers only to Delta Air Lines, Inc.,
8 and not any Company affiliate.

9 Note two: The Company will give ALPA prior written notice of its intent to declare
10 "circumstances over which the Company does not have control," and its rationale.

11 7. "Code" means the unique two-character designator code assigned to an airline by the
12 International Air Transport Association (IATA). If IATA assigns or has assigned more
13 than one designator code for use by Delta, or Hawaiian or by a subsidiary of Delta, or
14 Hawaiian, then such additional designator code(s) will be included within the DL code,
15 or HA code, respectively.

16 8. "Company" means Delta Air Lines, Inc.

17 9. "Company affiliate" means an affiliate of the Company.

18 10. "Company flying" means all flying reserved under **Section 1 C.** for performance by
19 pilots.

20 11. "Control" for the purposes of **Section 1**, will exist by entity A over entity B, only if A,
21 whether directly or indirectly through the control of other entities:

22 a. owns securities that constitute and/or are exchangeable into, exercisable for or
23 convertible into more than:

24 1) 30 percent (49 percent with respect to the combined interest of the Company and
25 Company affiliates in a foreign air carrier) of B's outstanding common stock, or if
26 stock in addition to common stock has voting power, then

27 2) 30 percent (49 percent with respect to the combined interest of the Company and
28 Company affiliates in a foreign air carrier) of the voting power of all outstanding
29 securities of B entitled to vote generally for the election of members of B's Board
30 of Directors or similar governing body, or

31 Note: For purposes of the definition of Global Partner, control by a foreign partner
32 (as entity A within the definition of control under **Section 1 B. 11.**) will only exist
33 over a controlled foreign air carrier affiliate (as entity B) under **Section 1 B. 11. a. 1)**
34 and 2) if that foreign partner, whether directly or indirectly through the control of
35 other entities, owns securities that constitute and/or are exchangeable into, exercisable
36 for or convertible into more than 49 percent of B's outstanding common stock or
37 voting power of all outstanding securities, as provided under **Section 1 B. 11. a.**
38 Control by a foreign partner (as entity A within the definition of "control" under
39 **Section 1 B. 11.**) whether directly or indirectly through the control of other entities,
40 over a controlled foreign air carrier affiliate (as entity B) also exists if one or more of
41 the tests under **Section 1 B. 11. b. - f.** is satisfied.

42 b. has the power or right to manage or direct the management of all or substantially all
43 of B's air carrier operations, or

44 c. has the power or right to designate or provide all or substantially all of B's officers, or

45 d. has the power or right to determine B's markets or (if B is an air carrier) markets or
46 flight schedules or to provide a majority of the following management services for B:

Section 1 – Scope

- 1 capacity planning, financial planning, strategic planning, market planning, marketing
2 and sales, technical operations, flight operations, and human resources activities, or
3
- 4 e. has the power or right to appoint or elect or prevent the appointment or election of a
5 majority of B's Board of Directors, or other governing body having substantially the
6 powers and duties of a Board of Directors, or
7 f. has the power or right to appoint or elect or to prevent the appointment or election of
8 a minority of B's Board of Directors or similar governing body, but only if such
9 minority has the power or right to appoint or remove B's Chief Executive Officer, or
10 President, or Chief Operating Officer, or the majority membership of the Executive
11 Committee or similar committee on B's Board of Directors, or the majority
12 membership of at least one-half of B's Board committees.
- 13 12. "Delta" means the Company.
14 13. "Delta Connection Carrier" means a domestic air carrier that conducts flying under
15 **Section 1 D.**
16 14. "Delta Connection flying" means flying conducted by a Delta Connection Carrier for the
17 Company.
18 15. "Delta Global Flying" means all flight segments on twin-aisle widebody aircraft or
19 supersonic aircraft operated by Delta
20 a. to/from the United States in the:
21 1) Atlantic Theater,
22 2) Pacific Theater, or
23 3) Americas Theater.
24 b. on Fifth Freedom flights (excluding intra-North American Fifth Freedom Flights).
25 Exception: Flight segments on freighter aircraft, combi aircraft that do not carry ticketed
26 passengers, cargo-only flights, ferry flights, charter flights (other than scheduled charter
27 flights held out for public sale), MAC, and FCFs are not Global Flying.
28 16. "Delta hub" means ATL, CVG, DTW, JFK, LAX, LGA, MSP, SEA, SLC, and any other
29 airport having a monthly average of at least 100 Delta scheduled flight departures per
30 day.
31 17. "DL" means:
32 a. Delta,
33 b. its affiliates, and
34 c. any other carrier to the extent of its category A operations of flight segments using
35 the DL code.
36 18. "Domestic air carrier" means an "air carrier" as defined in 49 U.S.C. Section 40102(a)(2)
37 holding an air carrier certificate issued by the Administrator of the FAA under 14 C.F.R.
38 Section 119.5.
39 19. "Entity" means a natural person, corporation, association, partnership, trust or any other
40 form for conducting business, and any combination or concert of any of the foregoing.
41 20. "Fleet" means aircraft in service, undergoing maintenance, and operational spares.
42 21. "Flight segment," for the purposes of **Section 1**, means the operation of an aircraft with
43 one takeoff and one landing.
44 22. "Foreign air carrier" means a "foreign air carrier" as defined in 49 U.S.C. Section
45 40102(a)(21).
46 23. "Fragmentation transaction" means a transaction (other than a successor transaction) in
which the Company or a Company affiliate (other than a Company affiliate performing

Section 1 – Scope

- 1 flying only on permitted aircraft types) disposes of aircraft, route authority or slots (net of
2 aircraft, route authority or slots acquired within the 12-month period preceding such
3 transaction or acquired in a related transaction), which produced 10% or more of the
4 operating revenue, block hours or available seat miles of the Company or Company
5 affiliate as applicable (excluding revenue, block hours or available seat miles of
6 Company affiliates performing flying only on permitted aircraft types) during the 12
7 months immediately prior to the date of the agreement resulting in the fragmentation
8 transaction.
- 9 24. “Global Flying” means Delta Global Flying and/or Partner Global Flying.
10 25. “Global Partner” (or, as used in **Section 1 O.**, “partner”) means a foreign carrier that
11 operates Partner Global Flying.
12 26. “Hawaiian” or “HA” means Hawaiian Airlines, Inc.
13 27. “Hawaiian marketing agreement” means the Amended and Restated Codeshare
14 Agreement dated as of August 2, 2010 by and between Delta Air Lines, Inc. and
15 Hawaiian Airlines, Inc., as amended from time to time.
16 28. “Industry standard interline agreement” means an agreement or other arrangement
17 between or among two or more carriers, such as the International Air Transport
18 Association’s “multilateral interline traffic agreements”, or an “interline ticket and
19 baggage agreement”, establishing rights and obligations relating to the acceptance and
20 accommodation of interline passengers and shipments.
21 29. “Interim period” means the period between the closing date of the corporate transaction
22 pursuant to which the Company or any Company affiliate acquires control of the acquired
23 airline (the “closing date”) and the later of the effective date of an integrated seniority list
24 or the effective date of a single collective bargaining agreement covering the pilots and
25 airmen involved.
26 30. “International operation” means a flight segment to or from an airport, or between
27 airports, located outside the contiguous 48 states of the United States.
28 Exception: A flight segment between an airport located in the mainland United States
29 and Alaska will not be considered an international operation.
30 31. “International partner flying” means flying performed by any foreign air carrier (which is
31 not a Company affiliate):
32 a. under or utilizing a designator code, trade name, brand, logo, trademarks, service
33 marks, aircraft livery or aircraft paint scheme currently or in the future utilized by the
34 Company or any Company affiliate, and/or
35 b. on aircraft on which the Company or any Company affiliate has purchased or
36 reserved blocked space or blocked seats for sale or resale to customers of the
37 Company or any Company affiliate.
38 32. “Mainland United States” means the contiguous 48 states of the United States.
39 33. “Material change” means an amendment to the Hawaiian marketing agreement that:
40 a. affects the codeshare or prorate terms or conditions of the Hawaiian marketing
41 agreement and,
42 b. has or would have an adverse material economic impact on:
43 1) the structure or benefits of the Hawaiian marketing agreement to Delta, or
44 2) a substantial number of the Delta pilots.
45 34. “Month,” for the purposes of **Section 1**, means calendar month.
46 35. “Northwest” means Northwest Airlines, Inc.

Section 1 – Scope

- 1 36. “Pacific flying” means flying on all routes (a) across the Pacific or Arctic ocean between
2 North America (including Hawaii), on the one hand and Asia or Oceania, on the other
3 hand, (b) between Asia, on the one hand and Oceania, on the other hand, and (c) to/from
4 points within Asia.
- 5 37. “Pacific Theater” means (a) Pacific Flying, as defined by **Section 1 B. 36.** and **2 A. 196.**,
6 (b) flying on all routes between the United States and Hawaii, and (c) flying on all routes
7 between (i) a point in the United States, and (ii) a point that is west of longitude 145° W
8 (excluding any points in North America) and east of longitude 90° E.
- 9 38. “Parent” means any entity that controls another entity.
- 10 39. “Partner Global Flying” means all flight segments on twin-aisle widebody aircraft or
11 supersonic aircraft operated by a foreign partner (its affiliate(s) or contract carriers)
12 a. that is subject to a profit/loss sharing agreement, as defined by **Section 1 B. 43.**, to
13 which Delta is a party;
14 Exception one: Transborder flights between the mainland United States and Canada
15 or Mexico are not Partner Global Flying;
16 Exception two: Flying that is described in a profit/loss sharing agreement but over
17 which the Company does not have network governance (e.g., Blue Skies Bundle 2), is
18 not Partner Global Flying under **Section 1 B. 39. a.**;
19 or
20 b. in which the Company and a Company affiliate(s) have a combined ownership level
21 (i.e., the percentage of ownership referred to in **Section 1 B. 11. a.**) of 20% or more,
22 and to/from the United States and
23 1) crosses the Atlantic,
24 2) crosses the Arctic,
25 3) crosses the Pacific, or
26 4) operates to/from South America;
27 or
28 c. on any Delta codeshare flight segment, not covered by **Section 1 B. 39. a.** or **b.**,
29 during any month in which the Company or any Company affiliate books or tickets
30 under the Company’s or Company affiliate’s designator code, reserves, blocks, and/or
31 purchases for resale:
32 1) more than 30% of passenger seats on any pair of flight segments in a city pair
33 (e.g., JFK-NBO-JFK, AMS-BOM-AMS) of such foreign air carrier; or
34 2) an average of more than 120 seats per flight segment (e.g., NBO-JFK, BOM-
35 AMS) of such foreign air carrier.
36 Exception: Flight segments on freighter aircraft, combi aircraft that do not carry ticketed
37 passengers, cargo-only flights, ferry flights, scheduled charter flights (other than
38 scheduled charter flights held out for public sale), MAC, and FCFs are not Global Flying.
- 39 40. “Permitted aircraft type” means:
40 a. an aircraft operated by Delta Private Jets as an affiliate of the Company (or a
41 successor to Delta Private Jets that remains an affiliate of the Company), certificated
42 in the United States for 19 or fewer passenger seats and with a maximum certificated
43 gross takeoff weight in the United States of 65,000 or fewer pounds,
44 Exception: Up to five aircraft certificated in the United States for 19 or fewer
45 passenger seats may have a maximum certificated gross takeoff weight in the United
46 States of 99,900 or fewer pounds,

Section 1 – Scope

- 1 and
- 2 b. one of up to 125 aircraft (other than the aircraft in **Section 1 B. 40. a.**) certificated for
3 operation in the United States for 50 or fewer passenger seats and with a maximum
4 certificated gross takeoff weight in the United States of 65,000 or fewer pounds (“50-
5 seat aircraft”), and
- 6 c. one of up to 102 aircraft configured with 51-70 passenger seats and certificated in the
7 United States with a maximum gross takeoff weight of 86,000 pounds or less (“70-
8 seat aircraft”), and
- 9 d. one of up to 223 aircraft configured with 71-76 passenger seats and certificated in the
10 United States with a maximum gross takeoff weight of 86,000 pounds or less (“76-
11 seat aircraft”).

12 Note: If on January 1, 2014, or any succeeding January 1 thereafter, the number of
13 50-seat aircraft in category A or C operations exceeds the maximum permitted
14 number, the Company will require carriers that engage in category A or C operations
15 to suspend or cease operations on a sufficient number of 50-seat aircraft or 76-seat
16 aircraft to comply with these requirements within 60 days and to remain in
17 compliance thereafter. The Company will be excused from compliance with the
18 provisions of this Note in the event a circumstance over which the Company does not
19 have control is the cause of such non-compliance.

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

23 Exception two: In the event the hiring or flow provisions of NWA LOA 2006-10 or
24 LOA #9 cease to be available, either at the feeder carrier affiliate referenced in such
25 LOAs or at another carrier, the number of permitted 76-seat aircraft in **Section 1 B.**
26 **40. d.** will be reduced by 35.

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

29 Note: For ease of reading in **Section 1**, the defined term “pilot” may be modified by the
30 word “Delta.” Such modification does not change the meaning of the defined term
31 “pilot.”

- 32 42. “Pilot Working Agreement” or “PWA” means the basic collective bargaining agreement
33 between Delta Air Lines, Inc. and the air line pilots in the service of Delta Air Lines, Inc.
34 as represented by the Air Line Pilots Association, International, together with all effective
35 amendments, supplemental agreements, letters of agreement, and letters of understanding
36 between the Company and the Association.

- 37 43. “Profit/loss sharing agreement” means an agreement or arrangement in which the
38 Company or a Company affiliate shares in the economic performance of one or more
39 other carriers and/or of its or their affiliate or affiliates, through incremental revenue
40 sharing or the sharing of profits or losses in connection with the Company’s and the other
41 carrier or carriers’ carriage of passengers. An agreement or arrangement that constitutes
42 an industry standard interline agreement, a codeshare agreement with a carrier engaged in
43 international partner flying in which there is no sharing in the economic performance of
44 the carrier’s flying through incremental revenue sharing or the sharing of profits or
45 losses, a prorate agreement, a sales/super commission agreement, the Hawaiian and
46 Alaska marketing agreements, and an arrangement between the Company and any

1 Section 1 – Scope

- 2 Company affiliate and one or more Delta Connection Carriers is not a profit/loss sharing
3 agreement.
- 4 44. “Prorate Agreement” means an agreement between the Company or a Company affiliate
5 and another carrier or its affiliate for the proration of interline revenue between them,
6 under a standard interline prorate formula, and in a manner that provides no economic
7 benefit to the Company other than from the carriage of passengers by the Company. The
8 term “economic benefit” does not include the reimbursement of distribution costs or
9 industry standard interline service charges.
- 10 45. “Remediated aircraft block hours” means, for purposes of **Section 1 O.**, the aircraft block
11 hours resulting from a shortfall in Delta Global Flying that is remedied or cured with
12 additional twin-aisle widebody pilot staffing consistent with **Section 1 O. 9.** Remediated
13 aircraft block hours will be distributed evenly across each quarter of the violation period.
- 14 46. “Remediation period” means, for purposes of **Section 1 O.**, a period of time, in bid
15 periods, during which additional pilot staffing required under **Section 1 O. 9.** is in effect.
16 This period begins upon the conversion of the required number of additional pilots and
17 lasts for as many months as the applicable violation period.
- 18 47. “Scheduled block hour” means an hour of scheduled block time.
- 19 48. “South America” means, for purposes of **Section 1 O.** and related definitions in this
20 Section, the continent bordering the Republic of Panama to the south.
- 21 49. “Subsidiary” means any entity that is controlled by another entity.
- 22 50. “Supersonic aircraft” means an aircraft that can achieve cruise speeds above Mach .95.
- 23 51. “Twin-aisle widebody aircraft” means, for purposes of **Section 1 O.** and related
24 definitions in this Section, any aircraft that has more than one aisle.
- 25 52. “United States” means the United States and its possessions and territories including but
26 not limited to the Commonwealth of Puerto Rico.
- 27 53. “Violation period” means, for purposes of **Section 1 O.**, a measurement period during
28 which there is a shortfall between the number of Delta’s aircraft block hours and the total
29 aircraft block hours required of Delta under **Section 1 O.**

30 C. Scope

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

- 32 1. All flying performed by or for the Company or any Company affiliate will be performed
33 by pilots in accordance with the terms and conditions of this PWA.
- 34 2. **Section 1 C. 1.** includes without limitation all passenger flying, cargo flying, freight
35 flying, positioning flights, and ferry flights (scheduled and non-scheduled, revenue and
36 non-revenue) and non-scheduled flights as defined in **Section 2** of this PWA:
- 37 a. performed by or for the Company or any Company affiliate on aircraft owned, leased
38 or operated by the Company or any Company affiliate;
- 39 b. performed on aircraft under the operational control of the Company or any Company
40 affiliate (excluding advisory flight planning and following services provided by the
41 Company on a fee for service basis to other air carriers);
- 42 c. performed for the Company or any Company affiliate by any Company affiliate or
43 other air carrier;
- 44 d. performed by any air carrier under or utilizing a designator code, trade name, brand,
45 logo, trademarks, service marks, aircraft livery or aircraft paint scheme currently or in

Section 1 – Scope

- the future utilized by the Company or any Company affiliate, or performed on aircraft on which the Company or any Company affiliate has purchased or reserved blocked space or blocked seats for sale or resale to customers of the Company or any Company affiliate;
- e. performed by Delta pilots for any other air carrier.
 - 3. There will be no contracting or subcontracting of any Company flying to any other air carrier or performance of Company flying by pilots of any other air carrier without the prior written consent of the Delta MEC.
 - 4. Nothing in **Section 1 C.** will be interpreted to cover flying performed by an air carrier other than the Company or a Company affiliate, merely because of its participation in industry standard interline agreements.
 - 5. Nothing in **Section 1 C.** will be interpreted to cover flying performed by an air carrier other than the Company or any Company affiliate, merely because of its participation in the Company's or any Company affiliate's frequent flyer miles program under which passengers of such other carrier by frequent travel on board the aircraft of that carrier or its affiliate, may earn travel or other awards.
 - 6. Neither the Company nor any Company affiliate will establish or maintain a pilot base at any point outside the United States unless all Company flying to and from such base is conducted by pilots who continue at all times to be covered in all respects by this PWA and the Railway Labor Act. Bidding and staffing for such base will be governed by the PWA without regard to visa or immigration requirements. The Company and any air carrier affiliate that is controlled by either the Company or a Parent Company (formed as described in **Section 1 L. 1. d.**) will continue at all times as domestic air carriers and will maintain their headquarters for their senior executive personnel in the fifty United States.
 - 7. The Company and its Company affiliates will not train, or contract for training of, persons other than Delta pilots to perform Company flying.
 - 8. The Delta name will be prominently displayed on all Company aircraft performing Company flying.
 - 9. Minimum of Two Qualified, Type-Rated Pilots on the Aircraft
 - a. No aircraft performing Company flying will operate with fewer than two pilots.
 - b. If the applicable regulatory authority permits a Delta partner to operate a passenger aircraft with fewer than two qualified, type-rated airmen on its flight deck, the Company and the Association will meet for the purposes of negotiating whether such partner will continue performing flying permitted as an exception to **Section 1 C.**

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

- 1. **Section 1 C.** will not apply to category A or C operations on any permitted aircraft type. Exception: If a permitted aircraft type meets the certificated passenger seat requirement of **Section 1 B. 40. b.** when first placed into service by a Delta Connection Carrier but is subsequently certificated for operation in the United States with a maximum passenger seating capacity in excess of 50 passenger seats, this permitted aircraft type may continue to be operated by Delta Connection Carriers as long as all Delta Connection Carriers operate such permitted aircraft type with no more than 50 passenger seats and with a maximum certificated gross takeoff weight in the United States of 65,000 or fewer pounds at all times.

Section 1 – Scope

- 1 2. If a domestic air carrier operates permitted aircraft types and that carrier or its affiliate
2 operates aircraft other than permitted aircraft types, the exemption for that domestic air
3 carrier provided by **Section 1 D. 1.** will not apply unless:
4 a. the flying on aircraft other than permitted aircraft types is not performed for the
5 Company or a Company affiliate within the meaning of **Section 1 C.**, and
6 b. there is no reduction in the level of the Company's then existing system scheduled
7 aircraft block hours of flying as the result of the performance of such flying on other
8 than a permitted aircraft type, and
9 c. the aircraft other than a permitted aircraft type, is either:
10 1) a jet aircraft certificated for operation in the United States for 106 or fewer
11 passenger seats and configured with 97 or fewer passenger seats (provided that
12 any jet aircraft configured with between 77 and 97 passenger seats is not flown on
13 a city pair that is served by the Company or a Company affiliate), or
14 2) a propeller driven aircraft configured with 72 or fewer passenger seats, and is
15 operated on its own behalf or pursuant to an agreement with an air carrier(s) other
16 than the Company or an affiliate.
17 Exception: If a carrier or an affiliate of a carrier that performs category A or C
18 operations acquires an aircraft that would cause the Company to no longer be in
19 compliance with the provisions of **Section 1 D. 2. c.**, the Company will terminate
20 such operations on the date that is the later of the date such aircraft is placed in
21 revenue service, or nine months from the date that the Company first became aware
22 of the potential acquisition.
23 3. **Section 1 C.** will not apply to flying performed by a Company affiliate on permitted
24 aircraft types.
25 4. At least 85% of all category A and C operations each month will be under 900 statute
26 miles.
27 5. At least 90% of all category A and C operations each month will operate to or from the
28 following airports: Atlanta, Cincinnati, Detroit, Fort Lauderdale, Los Angeles,
29 Minneapolis, New York Kennedy, New York LaGuardia, Orlando, Salt Lake City,
30 Seattle, and Tampa, regardless of the number of daily departures of Company flying at
31 such airports, and any other airport in a month in which such other airport has a monthly
32 average of more than 50 daily departures of Company flying.
33 6. No more than 6% of category A and C operations each month will be between the
34 airports in **Section 1 D. 5.** For purposes of **Section 1 D. 6.**, Delta Connection flying
35 operated between FLL and TPA, FLL and MCO, or TPA and MCO will not be
36 considered flying between airports in **Section 1 D. 5.**
37 7. Delta Connection flying aircraft will only bear the name “Delta” as part of a phrase
38 referencing a Connection-type operation.
39 8. **Section 1 C.** will not apply to prevent the Company or any Company affiliate from
40 acquiring control of a domestic air carrier that operates aircraft other than permitted
41 aircraft types (a domestic air carrier that the Company or any Company affiliate acquires
42 control of is referred to for purposes of **Section 1 D. 8.** as an “acquired airline”) and
43 operating such acquired airline pending a merger of the Company and the acquired
44 airline, provided that:
45 a. the Company agrees to operationally merge with the acquired airline and become a
46 single corporation, a single carrier under the Federal Aviation Act and a single

Section 1 – Scope

- 1 transportation system under the Railway Labor Act, with a single air carrier
2 certificate, a single pilot class or craft, not later than six months after the later of:
3 1) the effective date of issuance of a final and binding integrated pilot seniority list,
4 or
5 2) the effective date of a single bargaining agreement.
6 b. the pilot seniority lists of the Company and the acquired airline will be integrated
7 pursuant to Association merger policy if both groups are represented by the
8 Association, or if the airmen of the acquired airline are not represented by the
9 Association, then pursuant to Sections 3 and 13 of the Allegheny-Mohawk Labor
10 Protective Provisions as provided in Section 117 of Public Law 110-161.
11 1) In the event the pilot seniority lists are integrated pursuant to Association merger
12 policy, the integrated seniority list produced by the Association, including any
13 attendant conditions and restrictions, will be subject to the approval of the
14 Company, and will be submitted to the Company for approval within twelve
15 months of the date the Company or any affiliate acquired control of the acquired
16 airline. The Company will accept the integrated seniority list produced under
17 Association merger policy, provided that none of the attendant conditions and
18 restrictions therein:
19 a. require a system flush whereby pilots may displace any other pilots from the
20 latter's position,
21 b. require a pilot to be compensated for flying not performed (e.g. differential
22 pay for a position not flown),
23 c. bar a pilot who, at the time of implementation of an integrated seniority list, is
24 in the process of completing or who has completed qualification training for a
25 new position (e.g., A-350 Captain or A-320 First Officer) from being assigned
26 to the position for which they have been trained, regardless of the pilot's
27 relative standing on the integrated seniority list;
28 d. significantly increase the Company's costs, or
29 e. provide that a pilot will be displaced from the pilot's position by a pilot of the
30 other pre-merger pilot group solely as the result of the implementation of, or
31 the expiration of, any condition or restriction.
32 2) The Company will provide the Association with its decision as to approval or
33 disapproval (including its reasons for disapproval based on **Section 1 D. 8. b. 1)**
34 **a) – e)**) of the integrated seniority list produced by the Association within two
35 weeks following receipt of the integrated seniority list. If the Association does
36 not without good cause produce and present an integrated seniority list to the
37 Company for approval within twelve months of the date the Company or any
38 affiliate acquired control of the acquired airline, the pilot and airman seniority
39 lists of the Company and the acquired airline, respectively, will be integrated
40 pursuant to the arbitration procedures set forth in **Section 1 D. 8. b. 3).**
41 3) The Company's decision to reject a list produced by the Association under
42 **Section 1 D. 8. b. 1)** is subject to **Section 1 M.** Any time between such Company
43 decision and the filing of a grievance under **Section 1 M.** challenging the
44 Company's failure to approve a list produced under **Section 1 D. 8. b. 1)** will be
45 excluded from the twelve-month period under **Section 1 D. 8. b. 1)** and **2).** The
46 Association may modify the attendant conditions and restrictions and resubmit it

Section 1 – Scope

1 to the Company for approval within three months after the date of such rejection,
2 or the date of an award under **Section 1 M.**, or at the election of the Association,
3 the Association and the Company will submit to an arbitrator mutually selected by
4 the Association and the Company for a final and binding decision, the choice of
5 attendant conditions and restrictions produced by the Association and produced
6 by the Company. If the seniority list integration issue is to be submitted to an
7 arbitrator and the Company and the Association cannot agree on the selection of
8 an arbitrator, the arbitrator will be selected from the list of arbitrators referred to
9 in **Section 19**, utilizing the alternate strike-off method, with the right to first strike
10 a name from such list determined by the toss of a coin.

- 11 4) If the Association does not resubmit modified attendant conditions and
12 restrictions within the permitted time period or does so resubmit modified
13 attendant conditions and restrictions list that are again rejected by the Company,
14 then the matter will be decided through the arbitration procedure set forth in the
15 third and fourth sentences of **Section 1 D. 8. b. 3).**
- 16 c. wages and benefits for the airmen of the acquired airline, to be effective upon the
17 integration of the two seniority lists, will be negotiated between the Company and the
18 Association. Nothing herein will entitle either the Company or the Association to
19 negotiate any other provision of this PWA except as this PWA otherwise permits.
20 d. during the interim period the aircraft (including owned aircraft, leased aircraft, and all
21 orders to purchase aircraft) of each pre-merger airline will remain separated. Such
22 pre-merger aircraft of the Company will be operated by pilots in accordance with the
23 terms and conditions of this PWA. Such pre-merger aircraft of the acquired airline
24 will be operated by airmen on its seniority list. Nothing in **Section 1 D. 8. d.** will
25 apply to prevent the Company from removing any aircraft from the fleet of either
26 airline. In the event aircraft are removed from either fleet prior to the operational
27 merger the Company and its Company affiliates will make reasonable efforts
28 consistent with the then existing financial and operational needs of the service, to
29 ensure that the ratio of the total number of aircraft block hours operated by pilots to
30 the aircraft block hours operated by airmen of the acquired airline (“block hour
31 ratio”) is not reduced below the block hour ratio that existed on the date the Company
32 or any Company affiliate acquired control of the acquired airline.
33 1) during the interim period, any aircraft delivered to the Company which are of an
34 aircraft type operated by pilots in a Delta category (excluding any orders by the
35 acquired carrier, as listed in the most recent 10-K filing of that carrier (or an
36 affiliate of that carrier) preceding the merger announcement date), will be
37 operated by pilots in accordance with the terms and conditions of this PWA.
38 2) during the interim period, no less than X percent of all aircraft delivered to the
39 Company of each type not operated by the Company prior to the closing date
40 (excluding any orders by the acquired carrier, as listed in the most recent 10-K
41 filing of that carrier (or an affiliate of that carrier) preceding the merger
42 announcement date), will be operated by pilots in accordance with the terms and
43 conditions of this PWA. X percent will equal the aggregate number of Company
44 aircraft block hours divided by the combined aircraft block hours of the Company
45 and the acquired carrier in the full twelve-month period prior to the closing date.

Section 1 – Scope

- 1 e. during the interim period, the scheduled pilot block hours in any month will not be
2 less than the scheduled pilot block hours in the same month of the twelve-month
3 period prior to the closing date of the corporate transaction. The Company will be
4 excused from compliance with such minimum scheduled aircraft block hours
5 requirement if either a circumstance over which the Company does not have control,
6 or a governmental agency requirement causing the Company to reduce or cancel
7 service as a condition of approval of the transaction, is the cause of such non-
8 compliance.
 - 9 9. The Company will maintain a minimum ratio of revenue block hours of Company flying
10 on all narrowbody aircraft and all B-767-300 (non – ER) aircraft (MBH) to revenue block
11 hours of flying in category A and C operations (DBH) of 1.7.
 - 12 a. The Company's compliance with the minimum ratio of MBH to DBH will be
13 measured for the first time on July 1, 2014 and then measured again each succeeding
14 July 1 thereafter, in each instance for the preceding 12 months.
 - 15 b. Beginning on July 1, 2013, and continuing on each succeeding January 1 and July 1
16 thereafter, the Company will provide to the Association a projection of scheduled
17 MBH and DBH for the following six-month period commencing on such July 1 or
18 January 1, as applicable.
 - 19 c. The Company will only be excused from compliance with the minimum ratio of
20 MBH to DBH:
 - 21 1) if it was projected to be in compliance with the minimum ratio of MBH to DBH
22 in both of the preceding six-month projection periods (i.e., both the January 1 and
23 July 1 projections of the preceding 12 months), or
 - 24 2) in the event a circumstance over which the Company does not have control is the
25 cause of such noncompliance.
 - 26 d. In the event the Company is excused from compliance with the minimum ratio of
27 MBH to DBH under **Section 1 D. 9. e. 1)**, it must remedy its non-compliance by the
28 following January 1 by achieving the minimum ratio of MBH to DBH as measured
29 for the prior twelve months (i.e., January 1 of the then-current year to December 31 of
30 the then-current year).
 - 31 10. The Company will fill a minimum of 35% of the aggregate of all positions in Delta pilot
32 new-hire classes in each trailing twelve-month period (to the extent airmen are available)
33 with ALPA-represented airmen at Delta Connection Carriers, subject to such airmen
34 meeting the Company's competitive hiring standards, and subject to the Company's
35 objectives for diversity and experience among newly hired pilots. Airmen who flow up
36 pursuant to LOA #9 and LOA #10 count toward satisfaction of such minimum
37 percentage.
 - 38 11. The Company will offer preferential interviews for employment to airmen employed by
39 carriers whose airmen were represented by the Association at the time those carriers
40 ceased operations, subject to the Company's objectives for diversity and experience
41 among newly hired pilots and subject to **Section 1 D. 10**.
- 42 E. Permitted Arrangements with Foreign Air Carriers
- 43 1. **Section 1 C.** will not apply to international partner flying under **Section 1 E.**

Section 1 – Scope

- 1 2. Without the consent of the Delta MEC, neither the Company nor any Company affiliate
2 will enter into or maintain an agreement or arrangement with any foreign air carrier
3 performing international partner flying that permits the Company or any Company
4 affiliate to book or ticket under the Company's or Company affiliate's designator code,
5 reserve, block, and/or purchase for resale:
 - 6 a. more than 40% of the passenger seats in any month on any pair of flight segments in
7 a city pair (e.g., CDG-ATL-CDG) of such foreign air carrier,
 - 8 b. a monthly average of more than 175 passenger seats per flight segment (e.g., CDG-
9 ATL or ATL-CDG) of such foreign air carrier on flying other than flying covered by
10 **Section 1 E. 2. c. and d.**, or
 - 11 c. a monthly average of more than 75 passenger seats per flight segment of such foreign
12 air carrier to and from Mexico, the Caribbean, Canada or Central America, and
 - 13 d. a monthly average of more than 100 passenger seats per flight segment of such
14 foreign air carrier on any Fifth Freedom flight segment between Japan and the
15 People's Republic of China (i.e., Mainland China including HKG), the Republic of
16 China (i.e., Taiwan), and the Republic of Korea, and
 - 17 e. passenger seats on any Fifth Freedom flight segment between Japan and Asian cities
18 beyond Japan unless the Company scheduled during the previous rolling 12 month
19 period, measured at the end of each calendar quarter, the greater of:
 - 20 1) 182,750 aircraft block hours of Pacific flying, or
 - 21 2) 85% of the total aircraft block hours of Pacific flying in the previous
22 measurement period.
- 23 Note: The Company will be excused from compliance with this provision in the
24 event a circumstance over which the Company does not have control is the cause of
25 such non-compliance.
- 26 3. If the Company's and a Company affiliate's combined ownership level (i.e., the
27 percentage of ownership referred to in **Section 1 B. 11. a.**) in a foreign air carrier exceeds
28 25%, the Company flying block hours scheduled in any month between the United States
29 and any country to or from which the foreign air carrier operates from or to the United
30 States, will not be less than the Company flying block hours scheduled between the two
31 countries in the same month of the twelve-month period prior to the month in which the
32 Company's ownership level first exceeds 25%. The Company will be excused from
33 compliance with this provision in the event a circumstance over which the Company does
34 not have control is the cause of such non-compliance.
- 35 4. No foreign air carrier will in the performance of international partner flying take on for
36 hire, persons, property or mail at any point within the United States that is destined to be
37 transported by such foreign air carrier to any other point within the United States.
- 38 5. Neither the Company nor a Company affiliate will place its code on the flight of a foreign
39 air carrier that operates any flights in which it takes on for hire persons, property or mail
40 at any point in the United States that is destined to be transported to any other point
41 within the United States, except for property transported between the state of Alaska and
42 the mainland United States pursuant to 49 U.S.C. § 41703(e).
- 43 6. The Company will join the Association in opposing any change in U.S. law that would
44 permit foreign air carriers to take on for hire, persons, property or mail at any point
45 within the United States that is destined to be transported by such foreign air carrier to
46 any other point within the United States, and in opposing any change in U.S. law that

Section 1 – Scope

- 1 would permit persons other than U.S. citizens to increase their ownership above the level
2 permitted as of March 1, 2012, or to acquire control of Delta.
- 3 7. In addition to all other restrictions specified in **Section 1**, the Company or a Company
4 affiliate may only enter into or maintain a profit/loss sharing agreement with a foreign air
5 carrier engaged in international partner flying the home country of which is served by at
6 least four Company roundtrips per week between the U.S. and that country.
- 7 8. In the event the Company or a Company affiliate enters into or maintains a profit/loss
8 sharing agreement with a foreign air carrier, Company flying between the United States
9 and the home country of such foreign air carrier as well as any country to which such
10 foreign air carrier operates nonstop from the United States will, in each rolling three
11 month period, be no less than the Company's scheduled block hours of Company flying
12 between the United States and any such country in the same three months of the twelve-
13 month period prior to the month in which such agreement first became effective. Further,
14 in each trailing twelve-month period measured at the end of each calendar quarter, the
15 Company's share of revenue block hours flown under the profit/loss sharing agreement
16 will be at least 75% of the Company's share of revenue subject to the profit/loss sharing
17 agreement and generated by flying conducted on segments subject to the profit/loss
18 sharing agreement in that twelve-month period. The Company will be excused from
19 compliance with either or both of these provisions in the event a circumstance over which
20 the Company does not have control is the cause of such non-compliance.
- 21 9. Except as approved by the Delta MEC, or as otherwise provided by **Section 1 E.**, a
22 carrier engaged in international partner flying will maintain a separate operating and
23 corporate identity from the Company including, but not limited to, name, trade name,
24 logo, livery, trademarks or service marks. The Delta MEC may, at its option, approve the
25 use by a carrier engaged in international partner flying of a trade name, brand, logo,
26 trademarks, service marks, aircraft livery or aircraft paint scheme currently or in the
27 future utilized by the Company or any Company affiliate.
- 28 10. The Company will review with the Association any Company plans to amend a
29 profit/loss sharing agreement or enter into a new profit/loss sharing agreement. Before
30 any such amended or new profit/loss sharing agreement is finalized, the parties will meet
31 for the purposes of negotiating terms applicable to such amended or new profit/loss
32 sharing agreement. If the parties reach an agreement on a production balance (i.e., a ratio
33 of block hours, EASKs, frequencies, ASMs, or other parameters, performed by Delta
34 compared to those performed by the other carrier(s) in the agreement) under an amended
35 or new profit/loss sharing agreement, then the provisions of **Section 1 E. 2. a. – d.** and
36 **Section 1 E. 7. and 8.** will not apply to Company flying performed under that profit/loss
37 sharing agreement.

38 Note: For purposes of **Sections 1 E. 7. and 8.**, the “home country” means the foreign country
39 from which a foreign air carrier (“carrier A”) in a profit/loss sharing agreement with the
40 Company primarily operates; it also means a foreign country from which a foreign air carrier
41 primarily operates if that air carrier:

- 42 a. is an affiliate of carrier A,
43 b. operates within the same primary geographical scope of the profit/loss sharing
44 agreement between the Company and carrier A but is not included in such agreement,
45 and

Section 1 – Scope

- c. operates four or more weekly roundtrips between the United States and the foreign country from which it primarily operates.

F. Company Affiliates and Successors

1. The PWA will be binding upon any Company affiliate. The Company will not conclude any agreement or arrangement that establishes or that will establish a Company affiliate unless the entity that will become such Company affiliate agrees in writing as an irrevocable condition of such agreement or arrangement to be bound by the PWA and if the affiliate is an air carrier or parent or subsidiary of an air carrier, to operate as part of a single carrier with the Company under the PWA, unless the affiliate operates only permitted aircraft types.
 2. The PWA will be binding upon any successor, including without limitation, any merged company or companies (as defined in Section 2. (a) of the Allegheny-Mohawk Labor Protective Provisions), assignee, purchaser, transferee, administrator, receiver, executor and/or trustee of all or substantially all of the equity securities and/or assets of the Company or any affiliate (a “successor”) whether as a result of a single transaction or multi-step transactions (a “successorship transaction”). Neither the Company nor any affiliate will conclude any agreement with a successor for a successorship transaction, or that will result in or create a successor, unless the successor agrees in writing to assume and be bound by the PWA, to recognize the Association as the representative of the pilots consistent with the Railway Labor Act, and to agree that the employment of such pilots will be pursuant to the terms of the PWA.
 3. If a Company affiliate or successor is an air carrier or controls or is controlled by an air carrier (other than an air carrier that operates only permitted aircraft types), the requirements of **Section 1 D. 8. a. – e.** will govern the resulting operational merger, provided that the following specific provisions will apply to such Company affiliate or successor if the Company affiliate or successor controls or acquires control of the Company, and provided further that this provision will not affect the relationship between the Company and any of its non air-carrier Company affiliates:
 - a. Subject to **Section 1 F. 3. b., c., and d.**, the provisions of **Section 1 D. 8. a. – e.** will be construed so that those procedures will apply to **Section 1 F. 3.** as in the circumstances where the Company is the acquiring entity.
 - b. If a Company affiliate or successor did not employ a pre-existing airmen group (as defined in **Section 1 F. 3. d.**), the resulting seniority list of the merged operation will consist of the pilot seniority list, followed by airmen hired by the Company affiliate or successor whether before or after the date of the operational merger.
 - c. If a Company affiliate or successor employed a pre-existing airmen group, the pilot and airmen seniority lists of the Company and the Company affiliate or successor will be integrated pursuant to Association merger policy if both groups are represented by the Association (in which case **Section 1 D. 8. b. 1) – 4)** will apply), or if the airmen of the Company affiliate or successor are not represented by the Association, then pursuant to Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions as provided in Section 117 of Public Law 110-161.
 - d. For purposes of **Section 1 F. 3.**, the phrase “employed a pre-existing airmen group” means that the entity involved (or any entity that it controls or is controlled by)

1 Section 1 – Scope

- 2 employed airmen continuously from a date at least sixty days prior to the date of the
3 agreement resulting in the entity becoming a Company affiliate or successor.
- 4 4. Before concluding any agreement or arrangement which would result in a successorship
5 transaction or establish a Company affiliate, the Company will provide advance notice to
6 the Association (to the extent consistent with the Company's legal obligations regarding
7 disclosure of information related to the agreement or arrangement) of the successorship
8 transaction or establishment of a Company affiliate.

9 G. Change in Control

- 10 1. In the event that through a single transaction or multi-step related transactions, any entity
11 acquires control of the Company or any Company affiliate air carrier that operates other
12 than permitted aircraft types (any such transaction, a "change in control"), the
13 Association will have the right in its sole discretion upon written notice to the Company
14 within 60 days of receiving written notice of the change in control, to either:
15 a. serve a Section 6 notice to reopen the PWA in whole or in part, or
16 b. extend the duration of the PWA for one, two or three years, at the Association's
17 option, past the amendable date with 3% annual wage increases on the amendable
18 date and on the subsequent anniversary date(s) of the amendable dates, if applicable.
- 19 2. **Section 1 G. 1.** will not apply if the transaction that constitutes a "change in control"
20 consists solely of a corporate form restructuring that creates a parent holding company of
21 the Company, whose shareholders and Board of Directors at the closing of the transaction
22 are substantially the same as the shareholders and Board of Directors of the Company
23 immediately preceding the transaction. **Section 1 G. 1.** also will not apply to a
24 transaction during the Company's Chapter 11 reorganization or to a plan of
25 reorganization resulting in emergence from Chapter 11.
26 Exception: If, as a result of a transaction during the Company's Chapter 11
27 reorganization or plan of reorganization resulting in emergence from Chapter 11, the
28 acquiring entity is an air carrier or controls or is controlled by an air carrier, the
29 Association will have the right in its sole discretion upon written notice to the Company,
30 within 60 days of receiving written notice of the change in control, to extend the duration
31 of the PWA for one, two or three years, at the Association's option, past the amendable
32 date, with 3% annual wage increases on the amendable date and on the subsequent
33 anniversary date(s) of the amendable dates, if applicable.
- 34 3. **Section 1 G. 1.** will not apply to any entity that is an IRS qualified employee benefit plan
35 of the Company (or a parent), or a trustee or other fiduciary of such plan acting in its
36 capacity as such, provided that the plan is one in which (i) all pilots who meet the general
37 service requirements applicable to all participants are entitled to participate; (ii) stock of
38 the Company or Company affiliate allocated to accounts of participants is voted in
39 accordance with the instructions of the participants if any are given and (iii) the trustee
40 voting unallocated stock is a nationally recognized bank or financial institution. If stock
41 in the plan which is not required to be voted in accordance with directions of the
42 participants is tendered to an entity outside the plan, such stock will be deemed to be no
43 longer owned by the plan for purposes of **Section 1 G. 3.**

Section 1 – Scope

H. Opportunity to Make Competing Proposal

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

I. General Furlough Protection

1. No pilot on the seniority list will be placed on furlough with less than 90 days advance written notice.
2. No pilot on the seniority list will be placed on furlough if the staffing at the time of notice or at time of furlough is less than the PBS Staffing Formula (**Section 22 C.**) for any position.
3. No pilot will be placed on furlough as the result of the Company or a Company affiliate's acquisition of control of another air carrier or of another air carrier's acquisition of control of the Company or a Company affiliate, commencing on the date of consummation of the agreement resulting in the acquisition of control and continuing for 24 months following the closing of such agreement between the Company or a Company affiliate and the other air carrier.
4. The Company will be excused from compliance with the provisions of **Section 1 I. 1., 2.,** and **3.** in the event a circumstance over which the Company does not have control is the cause of such noncompliance.
5. A carrier that operates 70- or 76-seat aircraft in category A or C may do so only if that carrier and the Company have agreed that the carrier will make offers of employment to furloughed pilots before any other candidate for hire (subject to a furloughed pilot's completing the hiring carrier's standard new-hire airman paper work, meeting the hiring carrier's standard new-hire airman hiring standards and medical qualifications, satisfying the hiring carrier's standard background checks, and successfully completing an interview). Such offers will be made in pilot seniority order. A furloughed pilot hired by a Delta Connection Carrier will not be required to resign their Delta seniority number in order to be hired by such carrier. Preferential hiring rights at Delta Connection Carriers for pilots furloughed by the Company provided herein will be in addition to any rights to be hired or to flow down that such furloughed pilots may have pursuant to NWA LOA 2006-10 and LOA #9. The provisions of **Section 1 I. 5.** will apply to carriers that operate 70- or 76-seat aircraft for the Company as a result of a merger transaction no later than one year after the closing date of that merger transaction.
6. If a pilot on the seniority list with an employment date prior to March 2, 2023 is placed on furlough, the Company will convert all 76-seat aircraft for operation as 70-seat aircraft. The number of such aircraft will continue to be limited by **Section 1 B. 40. d.** as though they were being operated as 76-seat aircraft. The Company may again commence operating such aircraft as 76-seat aircraft effective on the date that the most junior pilot protected by the first sentence of this provision is recalled from furlough.

Section 1 – Scope

1 J. Fragmentation Transaction

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

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

17 K. Labor Dispute

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

- 19 1. the Company will not perform training of airmen for service as employees of the air carrier
20 (replacement airmen) in connection with a labor dispute,
21 2. a Company affiliate will not perform training of airmen for service as employees of the air
22 carrier (replacement airmen) other than itself, and
23 3. The following provisions apply to any partner carrier that engages in Partner Global
24 Flying or international partner flying with the Company, and to the affiliates of such
25 partner carrier:
 - 26 a. There will be no increased use of the DL code (i.e., an increase over and above that
27 which was loaded in Delta's reservation system in the 90-day period prior to the
28 commencement of the cooling off period) by a partner during a cooling off period
29 (under Section 5, 6, or 10 of the Railway Labor Act) applicable to Delta pilots. In the
30 event of a lawful primary strike against Delta by the Delta pilots, the DL code will
31 not be used by a partner at any time during such strike.
32 b. There will be no payments other than those payments occurring during the ordinary
33 course of business to Delta from a partner during a cooling off period (under Section
34 5, 6, or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful strike by
35 Delta pilots.
36 c. No airman trained by a partner in the prior 12 months will be hired to serve as a Delta
37 pilot during a cooling off period (under Section 5, 6, or 10 of the Railway Labor Act)
38 applicable to Delta pilots or a lawful strike by Delta pilots.
39 d. There will be no increased use of the partner's code (i.e., an increase over and above
40 that which was loaded in Delta's reservation system in the 90-day period prior to the
41 commencement of the strike) by Delta during a lawful strike by the partner's airmen.
42 e. Without the consent of the Delta MEC, there will be no increase of gauge on any
43 Delta route which carries the partner's code (i.e., an increase over and above that

Section 1 – Scope

which was loaded in Delta's reservation system in the 90-day period prior to the commencement of the strike) during a lawful strike by the partner's airmen.

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

1. The Delta Master Executive Council (the "Delta MEC") of the Association will be
2. entitled to appoint a full voting member of the Company's Board of Directors (the "Pilot
3. Member") to attend and participate in all regular and special meetings of the Company's
4. Board of Directors in accordance with **Section 1 L. 1.**
5.
 - a. The Company agrees that at any annual or special meeting of stockholders of Delta at
6. which directors of Delta are to be elected, and at which the seat held by a Qualified
7. ALPA Member (as defined below) is subject to election, Delta will renominate the
8. Pilot Member, or nominate another Qualified ALPA Member (the "Pilot Nominee")
9. designated by the Delta MEC to be elected to the Board of Directors of Delta (the
10. "Delta Board"), and will use its reasonable best efforts to cause such person to be
11. elected to such position (it being understood that efforts consistent with, and no less
12. extensive than, in all material respects, the efforts used by Delta to solicit proxies in
13. favor of the election of the rest of the director nominees of the Delta Board shall be
14. deemed reasonable best efforts). The Delta MEC will notify Delta of its proposed
15. Pilot Nominee to the Delta Board, in writing, no later than 60 days prior to the first
16. anniversary of the mailing of the proxy statement related to the previous year's
17. annual meeting of stockholders, together with all information concerning such Pilot
18. Nominee reasonably requested by Delta. In the event of the death, disability,
19. disqualification, resignation, removal or failure to be elected of the Pilot Member or
20. Nominee, the Delta Board will promptly elect to the Delta Board a replacement
21. Qualified ALPA Member designated by the Delta MEC to fill the resulting vacancy,
22. which individual will then be deemed a Pilot Nominee for all purposes hereunder.
23. For purposes of **Section 1 L. 1.**, "Qualified ALPA Member" means an individual
24. who, at the time of nomination and at all times thereafter until such individual's
25. service on the Delta Board ceases, (a) will be a Delta pilot, (b) will meet any
26. applicable requirements or qualifications under applicable law or stock exchange
27. rules to be a member of the Delta Board, (c) will not be a member or an officer of the
28. Delta MEC or an officer of the Association and (d) will, prior to being nominated,
29. agree to comply with the requirements of **Section 1 L. 1. b.** In accordance with
30. Delta's corporate governance policy with respect to the compensation of directors
31. who are employees of Delta, the Pilot Member will not be compensated for their
32. service on the Delta Board. The Pilot Member will have the same powers, rights and
33. duties as the other members of the Delta Board, and Delta will indemnify the Pilot
34. Member to the same extent it provides indemnification to other members of the Delta
35. Board, including the provision of directors and officers liability insurance. Nothing
36. herein will be deemed to require that any party hereto, or any affiliate thereof, act or
37. be in violation of any applicable provision of law, legal duty or requirement or stock
38. exchange or stock market rule.
39.
40.b. Each of the Association and the Delta MEC acknowledge that, under applicable law,
41. all members of the Delta Board are required to act in accordance with their fiduciary
42. duties to Delta and to its stockholders and accordingly acknowledge that (1) the Pilot
43.

Section 1 – Scope

- Member's fiduciary responsibilities may require that they be excused from time to time from portions of meetings of the Delta Board or committees thereof and be recused from voting upon certain matters presented to the Delta Board for consideration in accordance with the policies and practices of the Delta Board applicable to all members of the Delta Board and (2) the Pilot Member will be bound by the confidentiality obligations of the members of the Delta Board with respect to all discussions, deliberations and decisions of the Delta Board and any committees thereof in accordance with the policies of the Delta Board applicable to all members of the Delta Board, provided that, the Pilot Member may from time to time, with the knowledge of the Chairman of the Delta Board or Chief Executive Officer of Delta, exercise their reasonable discretion to provide such information to the Delta MEC, its officers, relevant committees, and advisors who have executed confidentiality agreements approved by Delta for that purpose. Delta and the Delta MEC hereby acknowledge that, at any time, for any reason, at the request of the Delta MEC, the Pilot Member will resign from the Delta Board to be replaced by a replacement Qualified ALPA Member designated by the Delta MEC, that the Pilot Member has agreed with the Delta MEC to so resign, and that if, under such circumstances, the Pilot Member fails promptly to so resign, the Delta Board may remove the Pilot Member from their position on the Delta Board (to be replaced by a replacement Qualified ALPA Member designated by the Delta MEC).
- c. All obligations of Delta hereunder shall terminate, and the Delta MEC will cause the Delta MEC's Pilot Member to resign from the Delta Board and any committees thereof immediately upon the date on which the Association (or any successor by reorganization of the Association) ceases to be the authorized representative of the Delta Pilot Group or the pilots of a successor to Delta for purposes of collective bargaining. At any time that the Pilot Nominee does not satisfy the conditions set forth in the "Qualified ALPA Member" definition, the Delta MEC will cause such individual to resign from the Delta Board and any committees thereof.
 - d. Delta hereby agrees that if, at any time, a publicly-held parent company of Delta were to be formed (the "Parent Company"), the rights of the Delta MEC hereunder to appoint a Pilot Member to the Delta Board, and the corresponding obligations of Delta hereunder, will apply, mutatis mutandis, to the right of the Delta MEC to appoint a Pilot Director to the board of directors of the Parent Company, and the corresponding obligations of the Parent Company, but without affecting the rights and obligations of the Delta MEC with respect to appointment of the Pilot Director to the Delta Board and the corresponding obligations of Delta hereunder.
 - e. **Section 1 L. 1.** became effective on April 14, 2008, and will remain in effect until and unless changed by written agreement of the parties. **Section 1 L. 1.** will not be subject to the grievance and/or System Board of Adjustment procedures of **Sections 18 and 19** and will be governed by the laws of the State of Delaware, and each of the parties knowingly waives, relinquishes, and agrees that it will not assert any claim or argument (whether in court or elsewhere) that the terms of **Section 1 L. 1.** may be modified or in any way set aside (except by written agreement of the parties hereto) during any period after the amendable date of the PWA or of any successor PWA, including any period during which Delta and the Association have been released to engage in lawful self-help pursuant to the Railway Labor Act, as amended.

Section 1 – Scope

- 1 2. The Company will provide the Association on a periodic basis and, in addition, at its
2 reasonable request, with detailed historical operating and financial information on the
3 Company and its Company affiliates and detailed projected operating and financial
4 information on the Company and its Company affiliates.
 - 5 a. Access to, use and distribution of, information provided to the Association under
6 **Section 1 L. 2.** will be conditioned upon and governed by reasonable confidentiality
7 agreements deemed appropriate by the Company and Association.
 - 8 b. Information provided to the Association under **Section 1 L. 2.**, will include all
9 information reasonably necessary to enable the Association to monitor Delta's
10 compliance with the terms of **Section 1** (including copies of all codeshare and prorate
11 agreements between Delta and Delta Connection Carriers, and the number and type of
12 aircraft in Category A operations will be provided to the Association at the scheduled
13 quarterly financial update), as well as Delta's compliance with the terms of the
14 Company's Profit Sharing Plan and the Company's Monthly Performance Incentive
15 Program. The Company will also provide all operational and financial information,
16 historical and projected, concerning all joint ventures, and copies of all codeshare
17 agreements and profit/loss sharing agreements. Information related to codeshare and
18 joint venture, and any other PWA scope protection will be provided within 30 days
19 after the conclusion of the applicable measurement period, and in addition upon
20 request (but not more than quarterly).
 - 21 c. Delta will also provide to the Association documentation of each flight segment that
22 has been published by the Company (in print or electronically as of the first day of the
23 current month) bearing both the DL code and one or more of AS or HA code for each
24 of the two months following the current month. Such documentation will be provided
25 to the Association, in electronic form, by the end of each such current month.
 - 26 d. The detailed historical operating information referenced in **Section 1 L. 2.** will be
27 provided to the Association concurrent with the **Section 1 D. 4. – 6., Section 1 E. 2.,**
28 **Section 1 E. 7. and 8., and Section 1 O. 1. – 13.** (when applicable) information, at the
29 end of each month, for the prior month.
 - 30 e. In the fourth quarter of each year, the Company will provide the Association with its
31 detailed Network and Fleet Plans including aircraft in service, parked, and on order
32 (firm and options) along with an updated monthly delivery schedule and the projected
33 aircraft retirement schedule for the following calendar year. The Company will
34 provide the Association with any updates or modifications to the detailed Fleet Plan
35 on a quarterly basis.
- 36 3. The Company will not make any contribution to any employee grantor trust established
37 by a Delta employee in connection with the 2002 Delta Excess Benefit Plan or the 2002
38 Delta Supplemental Excess Benefit Plan or contribute to any employee grantor trust
39 established in the future in connection with such plans or any successor plans.

40
41 M. Remedies

42
43 The Company at the written request of the Association will arbitrate any grievance filed by
44 the Association alleging a violation of **Section 1** on an expedited basis directly before the
45 Five Member System Board of Adjustment. Such expedited arbitration hearing before such
46 Board will be completed no later than 60 days following the filing date of the grievance and

Section 1 – Scope

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

N. [Reserved]

O. Permitted Arrangements with Partners Performing Global Flying

1. ***Section 1 C.*** will not apply to Partner Global Flying, under the terms and conditions of ***Section 1 O.***

2. Global Flying will be measured:

- a. using scheduled aircraft block hours as reported by a mutually-acceptable third-party source (e.g., Official Airline Guide (OAG), Cirium).

Exception: For flights on supersonic aircraft, block hours will be determined by using the historical average number of scheduled block hours of non-supersonic aircraft operating the same flight segment in the same calendar month (i.e., supersonic-equivalent block hours). In the event that non-supersonic aircraft did not operate the same flight segment in the same calendar month in the past, the parties will jointly model the flight time using all publicly-available industry data in order to determine the block hours of such flight segment.

Note one: The Association will be provided with full user-access to the mutually-acceptable third-party source of data (e.g., Cirium) at Company expense.

Note two: In the event there is a discrepancy between the reported aircraft block hours provided by Delta or the Global Partners and the aircraft block hours from the mutually-acceptable third-party source, the parties will meet to ensure the accuracy of the aircraft block hours being measured. If the parties are unable to reconcile the discrepancy over the aircraft block hours measured, the issue may be submitted for expedited determination under ***Section 1 M.***

- b. quarterly, on a rolling basis, for each eight quarter measurement period beginning with the period from January 1, 2024 to December 31, 2025.

Exception: Prior to the eight quarter measurement period ending December 31, 2025, the measurement period will be:

- 1) four quarters for the period ending December 31, 2024 (first measurement period);
- 2) five quarters for the period ending March 31, 2025 (second measurement period);
- 3) six quarters for the period ending June 30, 2025 (third measurement period); and
- 4) seven quarters for the period ending September 30, 2025 (fourth measurement period).

3. Global Flying Ratio

- a. A global flying ratio will be derived by calculating the ratio of Delta Global Flying to Partner Global Flying during the four quarters ending December 31, 2019.

b. The ratios of Delta Global Flying to Partner Global Flying, will meet or exceed the global flying ratio in ***Section 1 O. 3. a.*** for the four quarter measurement periods:

- 1) January 1, 2023 to December 31, 2023,
- 2) April 1, 2023 to March 31, 2024,
- 3) July 1, 2023 to June 30, 2024, and
- 4) October 1, 2023 to September 30, 2024.

Section 1 – Scope

1 4. Delta and Global Partner Baselines

- 2 a. Delta Global Flying baseline shall be comprised of
3 1) the required aircraft block hours during the four quarter period from January 1,
4 2023 through December 31, 2023 in the ratio established under **Section 1 O. 3. a.**,
5 plus
6 2) the scheduled aircraft block hours of such flying during the four quarter period
7 from January 1, 2024 through December 31, 2024.

8 Note: Delta Global Flying baseline will include any remediated aircraft block
9 hours for the four quarters in 2024.

10 Exception: Before January 1, 2026, and prior to application of the full eight quarter
11 measurement period, block hour baselines will be established as follows:

- 12 a) For the four quarters ending December 31, 2023, the baseline is the required
13 block hours in the ratio established under **Section 1 O. 3. a.** (first baseline
14 period);
15 b) For the five quarters ending March 31, 2024, the baseline shall be comprised of
16 the block hours in Exception a) plus the scheduled aircraft block hours of such
17 flying during the first quarter of 2024, including any remediated aircraft block
18 hours (second baseline period);
19 c) For the six quarters ending June 30, 2024, the baseline shall be comprised of the
20 block hours in Exception b) plus the scheduled aircraft block hours of such flying
21 during the second quarter of 2024, including any remediated aircraft block hours
22 (third baseline period); and
23 d) For the seven quarters ending September 30, 2024, the baseline shall be
24 comprised of the block hours in Exception c) plus the scheduled aircraft block
25 hours of such flying during the third quarter of 2024, including any remediated
26 aircraft block hours (fourth baseline period).
27 b. Partner Global Flying baseline shall be comprised of the scheduled aircraft block
28 hours of such flying during the eight quarter period from January 1, 2023 through
29 December 31, 2024.
30 Exception: Prior to January 1, 2026, block hour baselines will be established as
31 follows:
32 1) four quarters for the period ending December 31, 2023 (first baseline period);
33 2) five quarters for the period ending March 31, 2024 (second baseline period);
34 3) six quarters for the period ending June 30, 2024 (third baseline period); and
35 4) seven quarters for the period ending September 30, 2024 (fourth baseline period).
36 c. Thereafter, the block hour baselines will remain fixed unless adjusted in accordance
37 with **Section 1 O. 5. and 6.**

38 Example:

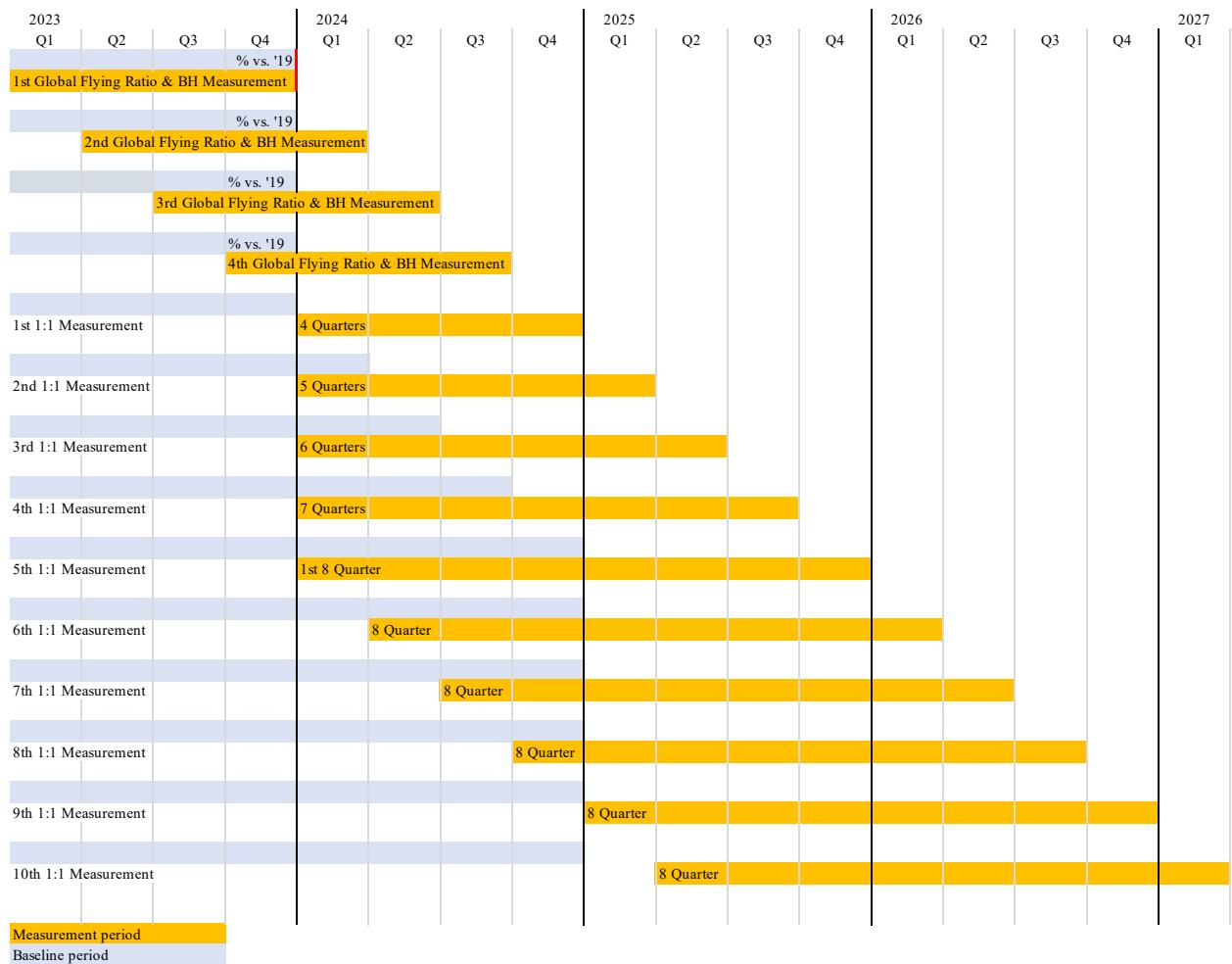
- 39 1) During the four quarters of 2019, Delta Global Flying totaled 4,800 block hours.
40 2) During the four quarters of 2019, Partner Global Flying totaled 5,200 block hours.
41 3) This establishes a Global Flying Ratio of 48% for Delta and 52% for the Global
42 Partners
43 4) During the four quarters of 2023, Partner Global Flying totaled 4,680 block hours,
44 which is the initial Partner Global Flying baseline.

Section 1 – Scope

- 1 5) Per the ratio established in Step 3 of this example, Delta Global Flying, in the four
 2 quarters of 2023, must be no less than 48% of all Global Flying. As a result, Delta
 3 Global Flying must total no fewer than 4,320 block hours, which is the initial Delta
 4 Global Flying baseline (48% is equal to 4,320 block hours of Delta Global Flying).
 5
 6

Illustration of **Section 1 O. 4. b.:**

Transition from Ratio/BH Measurement to Four Quarter Measurement Period to Eight Quarter Measurement Period



- 7 9 5. The established Partner Global Flying baseline will be adjusted as set forth below to
 8 10 assure that the growth requirements under **Section 1 O. 7.** will not be compromised by
 11 the entry or exit of a Global Partner.
 12 a. When a new Global Partner enters into a profit/loss sharing arrangement with Delta
 13 (which occurs on the date that such profit/loss sharing agreement is implemented),
 14 Partner Global Flying that would have been subject to the profit/loss sharing
 15 arrangement, performed by the new Global Partner during the 24-month period
 16 ending 12 months prior to the end of the month in which the public announcement
 17 was made that the new Global Partner will enter into a profit/loss sharing
 18 arrangement with Delta, will be added to the Global Partners' block hour baseline
 19 provided such new Global Partner was performing flying under Delta's designator

Section 1 – Scope

code during that time period. If the new Global Partner was not performing flying under Delta's code prior to entering the profit/loss sharing agreement, flying performed by the new Global Partner during the 24-month period prior to the end of the month in which the public announcement was made that the new Global Partner will enter into a profit/loss sharing agreement will be added to the Global Partners' block hour baseline. Partner Global Flying performed by the new Global Partner during the eight-quarter measurement period ending with the quarter during which the new Global Partner enters into the profit/loss sharing arrangement, and each measurement period thereafter, will be included in Partner Global Flying for the purposes of calculating the Company's growth requirement.

Exception: In the event a new Global Partner enters into a profit/loss sharing arrangement that Delta is party to prior to January 1, 2026, the duration of the measurement period will be prorated consistent with **Section 1 O. 4. b.** The block hours added to the baseline will be derived from the prorated measurement period.

Note: When a Global Partner merges with or acquires another carrier, it will be treated the same as the entry of a new partner under **Section 1 O. 5. a.**

Example:

- 1) On June 6, 2027, it is announced Airline XYZ will enter into a profit/loss sharing arrangement with Delta at a future date.
 - 2) In the 24 months ending on June 30, 2026 (12 months prior to announcement), Airline XYZ performed 500 block hours that would have qualified as Partner Global Flying. Those 500 block hours will be added to the Global Partner block hour baseline upon implementation of the profit/loss sharing arrangement.
 - 3) On February 14, 2029, Delta implements the profit/loss sharing arrangement with Airline XYZ.
 - 4) In the eight-quarter measurement period ending March 31, 2029, Airline XYZ performed 520 block hours of Partner Global Flying.
 - 5) For purposes of determining compliance with the growth requirement under **Section 1 O. 7.**, 520 block hours will be added to the Partner Global Flying for the current measurement period ending March 31, 2029.
 - 6) For each subsequent measurement period the new partner's Global Flying will be included for purposes of calculating the growth requirements under **Section 1 O. 7.**
-
- b. When Delta acquires a 20% or greater ownership stake in a new Global Partner, Partner Global Flying performed by the new Global Partner during the 24 months prior to the end of the month in which Delta acquires such 20% or greater stake, will be added to the Global Partner block hour baseline.
Exception: If such 20% or greater stake is acquired prior to January 1, 2026, the duration of the measurement period will be prorated consistent with **Section 1 O. 4. b.** The block hours added to the baseline will be derived from the applicable prorated measurement period.
 - c. When a new or existing Global Partner qualifies under both **Section 1 O. 5. a.** and **O. 5. b.**, the adjustment to the established block hour baseline will reflect all qualifying

1 Section 1 – Scope

2 flying generated by either transaction, but any added flying will not be double
3 counted.

4 Note: In the event that Partner Global Flying qualifies under both **Section 1 O. 5. a.**
5 and **b.**, any flying which overlaps will be accounted for in the earlier applicable
6 baseline period.

- 7 d. When an airline ceases to perform Partner Global Flying, as defined in **Section 1 B.**
8 **39.** (exit of a Partner), Partner Global Flying by such airline during the full five-, six-,
9 seven-, or eight-quarter period (as applicable) prior to the former partner's exit will be
10 subtracted from the established Global Partner baseline.

11 Example:

Step 1		Step 3	
January 1, 2023 to December 31, 2024 8 Quarter Block Hour Baseline		OA #3 no longer a Global Partner as of 1 April 2028	
Delta:	100,000 Global Partners:	110,000	Adjusted Block Hour Baseline
	OA #1	40,000	Delta: 100,000 Global Partners: 70,000
	OA #2	40,000	Global Partner Adjusted Baseline: 110,000 block hours (initial 8
	OA #3	30,000	quarter Baseline in Step 1) - 40,000 block hours (OA #3's contribution for the 8 full quarters prior to their exit) = 70,000 block
Step 2		Step 4	
April 1, 2026 to March 31, 2028 8 Quarter Measurement Period		Next 8 Quarter Measurement Period	
Delta:	135,000 Global Partners:	145,000	July 1, 2026 to June 30, 2028
	OA #1	55,000	Delta: 140,000 Global Partners: 110,000
	OA #2	50,000	OA #1 55,000
	OA #3	40,000	OA #2 55,000
Delta and the Global Partners both grew by 35,000 block hours above the baseline in Step 1.		Delta is at the minimum level of compliance by matching the 40,000 block hours of Global Partner growth, which includes OA #3's 10,000 block hours of growth before they exited.	
Delta is at the minimum level of compliance by matching the 35,000 block hours of Global Partner growth.		Despite OA #3's exit as a Global Partner and subsequent reduction to the Global Partner Baseline, Delta's 1:1 block hour compliance minimum is not reduced due to the exit of a Global Partner	

- 12 6. The established Global Partner baseline will be adjusted if a profit/loss sharing
13 arrangement with Delta is modified, as follows:
14 a. If an existing profit/loss sharing arrangement is modified to reduce its geographic
15 scope, the Global Partner baseline will be adjusted by subtracting the impacted flying,
16 consistent with the methodology applied to the exit of a partner under **Section 1 O. 5.**
17 d.

18 Note: For a period of five years following the effective date of such modification,
19 Delta will not place its designator code or sell seats on any Global Partner flights that
20 would have been covered by the geographic scope of the profit/loss sharing
21 agreement prior to modification. Delta is not prohibited from codesharing or selling
22 seats on flights connecting through the United States. This Note does not prevent
23 Delta from utilizing industry standard interline agreements to accommodate
24 passengers affected by unforeseen flight or service disruptions.

25 Example: The Blue Skies/Trans-Atlantic Joint Venture is amended to remove Mexico
26 from the geographic scope of the JV. Delta cannot place its designator code or sell
27 any seats on flights by any Global Partner to/from Mexico and Europe, or to/from
28 Mexico and French Polynesia, for five years from the effective date of such removal.

Section 1 – Scope

- 1 b. If an existing profit/loss sharing arrangement is modified to expand its geographic
2 scope, the Global Partner baseline will be adjusted by adding any impacted flying,
3 consistent with the methodology relating to the entry of a partner under **Section 1 O.**
4 **5. a.**
- 5 7. Effective with the measurement period beginning January 1, 2024 and ending December
6 31, 2024, and for each successive measurement period thereafter, Delta Global Flying in
7 excess of the Delta Global baseline will be equal to, or greater than, all Partner Global
8 Flying in excess of the Global Partner baseline (as may be adjusted under **Sections 1 O.**
9 **5. and 6.**), on an aircraft block hour-for-block hour (1:1) basis.

10 Note: During any measurement period in which the total Partner Global Flying is less
11 than the Global Partner baseline, the Delta Global Flying during the same measurement
12 period, may decrease below the Delta Global baseline, on an aircraft block hour-for-block
13 hour basis, by an amount equal to but not greater than, the net decrease of all Partner
14 Global Flying.

- 15 8. Effective with the first eight-quarter measurement period ending December 31, 2025, and
16 for each successive measurement period thereafter, the number of twin-aisle widebody or
17 supersonic-equivalent aircraft block hours Delta operates in each theater will be no less
18 than:
 - 19 a. Atlantic Theater: 667,558
 - 20 b. Pacific Theater: 326,618
 - 21 c. Americas Theater: 76,223

22 Note: Block hours from an individual flight segment will only count towards one theater.

- 23 9. Remediating Non-Compliance Arising from a Shortfall in Delta Global Flying
24 For each measurement period in which Delta Global Flying is less than the minimum
25 required under **Section 1 O. 7.** and/or **Section 1 O. 8.**, the difference between Delta
26 Global Flying during the applicable measurement period and the required Delta Global
27 Flying, or shortfall, for the same measurement period, will be remedied with additional
28 twin-aisle widebody pilot staffing. Before converting the shortfall into pilot staffing, the
29 Company will be first credited with aircraft block hours remedying a prior shortfall as
30 follows:

- 31 a. Remediated aircraft block hours will be applied to a shortfall in Delta's Global Flying
32 for the duration of the remediation period, and any overlapping measurement periods,
33 subject to the following:
 - 34 1) Remediated aircraft block hours curing a shortfall under **Section 1 O. 8.** will be
35 applied as an aircraft block hour credit towards a shortfall under **Section 1 O. 7.**
36 provided; however,
 - 37 a) such credit may not exceed any shortfall in **Section 1 O. 7.**, and
 - 38 b) no credit from remediated aircraft block hours under this provision will be
39 applied if there is no shortfall under **Section 1 O. 7.**
 - 40 2) Remediated aircraft block hours curing a shortfall in Delta Global Flying under **1 O. 7.**
41 will not be applied as an aircraft block hour credit towards a shortfall in any
42 theater of flying under **Section 1 O. 8.**
 - 43 3) Remediated aircraft block hours curing a shortfall in one theater of flying under
44 **Section 1 O. 8.** will not be applied as an aircraft block hour credit towards a
45 shortfall in any other theater of flying.

Section 1 – Scope

- 1 b. Any shortfall in Global Flying that remains after applying remediated aircraft block
2 hours will be converted from aircraft block hours to pilot block hours by:
3 1) dividing the aircraft block hour deficit by the number of months in the
4 measurement period to arrive at a monthly average shortfall; then
5 2) dividing by 53 hours to arrive at a monthly number of additional twin-aisle
6 widebody crews to remediate the shortfall (rounded up to the nearest whole
7 number of pilots).
8 3) multiplying by four pilots per crew (two captains and two first officers); and then
9 4) The resulting total is the *remediated staffing headcount*.
- 10 c. Of the monthly number of additional twin-aisle widebody pilots (remediated staffing
11 headcount) required by **Section 1 O. 9. b.:**
12 1) at least 50% will be captains; and
13 2) at least 50% of the captains and at least 50% of the first officers will be
14 a) A350 pilots, or
15 b) any twin-aisle widebody aircraft position with an hourly composite pay rate
16 under **Section 3 B. 2.** no less than the hourly pay rate of the A350;
17 and
18 3) any remaining remediated pilots may be A330 pilots.
- 19 d. Surplus staffing will be calculated by averaging the actual pilot staffing headcount
20 exceeding the headcount required by the PBS staffing formula under **Section 22 C.**
21 for the 350A, 350B, 330A, and 330B categories (and other twin-aisle widebody
22 aircraft as applicable under **Section 1 O. 9. c. 2) b)**).
23 1) The average surplus will be expressed as a percentage above the required PBS
24 staffing formula headcount for each respective position and determined for:
25 a) the peak bid periods of June, July and August that fell within the violation
26 period.
27 b) the non-peak bid periods (i.e., consisting of all other bid periods exclusive of
28 June, July, and August) that fell within the violation period.
29 2) The surplus staffing headcount will be derived from the average surplus for each
30 position from the appropriate (peak or non-peak) bid periods within the violation
31 period.
- 32 e. During the remediation period, the adjusted minimum-required staffing in each bid
33 period is the sum of:
34 1) the headcount required for that bid period (as determined by the PBS staffing
35 formula under **Section 22 C.**) for the 350 A and B and 330 A and B positions (and
36 other twin-aisle widebody aircraft as applicable under **Section 1 O. 9. c. 2) b)**);
37 and
38 2) the surplus staffing headcount (as determined under **Section 1 O. 9. d. 2));**
39 and
40 3) the remediated staffing headcount (as determined under **Section 1 O. 9. b.** and **c.**).
41 f. The actual pilot headcount for the 350 A and B and 330 A and B positions (and other
42 twin-aisle widebody aircraft as applicable under **Section 1 O. 9. c. 2) b)**) must remain
43 at or above the adjusted minimum-required staffing for each bid period within the
44 remediation period. This adjusted minimum-required staffing will replace the value
45 calculated under **Section 22 C.**

Section 1 – Scope

- 1 g. A pilot must be converted and in their respective position consistent with **Section 1 O. 9. c.** to count as remediated staffing.
- 2 h. The remediation period will not start until the adjusted minimum-required headcount
- 3 is reached and all remediated pilots have been converted. The adjusted minimum-
- 4 required headcount will be maintained for each bid period for the entire duration of
- 5 the remediation period. Once the remediation period has started, failure to maintain
- 6 the adjusted minimum-required headcount will result in the reset of the remediation
- 7 period.
- 8 Note: The remediation period must begin, and all remediated pilots converted, no
- 9 later than six completed bid periods after the conclusion of the applicable violation
- 10 period.
- 11 i. **Section 1 O. 9.** is the exclusive remedy for a shortfall in **Section 1 O. 7.** and/or
- 12 **Section 1 O. 8.**

15 Block hour shortfall example:

Quarter	1	2	3	4	5	6	7	8	9	10	11
MP #1 Block Hour Shortfall =	20000										
Accrued Remediation	0	0	0	0	0	0	0	0			
MP #1 Remediation		2500	2500	2500	2500	2500	2500	2500	2500		
Pilots Required	63										
MP #2 Block Hour Shortfall =	22000										
Accrued Remediation	17500		2500	2500	2500	2500	2500	2500	2500		
Remaining Remediation Rqd	4500		563	563	563	563	563	563	563	563	
Pilots Required	15										
MP #2 Total Remediation		3063	3063	3063	3063	3063	3063	3063	3063	563	
MP #3 Block Hour Shortfall =	18,000										
Accrued Remediation	18938		3063	3063	3063	3063	3063	3063	3063	563	
Remaining Remediation Rqd	938		0	0	0	0	0	0	0	0	
Pilots Required	0										
MP #3 Total Remediation		3063	3063	3063	3063	3063	3063	3063	563	0	
MP #4 Block Hour Shortfall =	20000										
Accrued Remediation	15875		3063	3063	3063	3063	3063	3063	563	0	
Remaining Remediation Rqd	4125		516	516	516	516	516	516	516	516	
Pilots Required	13										
MP #4 Total Remediation		3578	3578	3578	3578	3578	1078	516	516	516	

16 Additional remediated headcount required from above example:

Quarter	11	12	13	14	15	16	17	18	19	20	21
MP1	63	63	63	63	63	63	63	63			
MP2		15	15	15	15	15	15	15	15		
MP3			0	0	0	0	0	0	0	0	
MP4				13	13	13	13	13	13	13	13
Total	63	78	78	91	91	91	91	91	28	13	13

20 Note: For both examples above, the remediated headcount applies to each bid period within
21 the respective quarter

22
23 10. **Section 1 E. 2. a.** and **b.** do not apply to Partner Global Flying under **Section 1 B. 39. a.**
24 and **b.**

1 Section 1 – Scope

2 Note: The Company will continue to provide to the Association all reporting data related
3 to enforcement of those provisions as if they remained applicable.

4 11. **Section 1 E. 2. e.** does not apply while **Section 1 O.** is in effect.

5 12. **Section 1 E. 8.** does not apply to Partner Global Flying under **Section 1 O.**

6 13. If the Company claims that a circumstance over which the Company does not have
7 control is the cause of the Company's non-compliance with **Section 1 O. 3. b., O. 7.,**
and/or **O. 8.:**

8 a. it will provide written notice to ALPA identifying all affected Global Flying, by
9 individual city pair(s) with corresponding aircraft block hours, and

10 b. corresponding aircraft block hours between such affected city pair(s) for the previous
11 applicable measurement period will be subtracted from the Delta Global Flying
12 baseline in effect under **Section 1 O. 4., 5., and 6.,** and excluded from Delta Global
13 Flying for each measurement period, until the circumstance over which the Company
14 does not have control is no longer the cause of non-compliance.

15 Note one: If the circumstance over which the Company does not have control does not
16 affect all flights in a city pair, only the block hours from the flights affected by the
17 circumstance will be excluded from Delta Global Flying and subtracted from the Delta
18 Global Flying baseline.

19 Note two: If Partner Global Flying to the same city pair is also impacted by such
20 circumstance, the Global Partner Baseline will be adjusted to exclude the affected Partner
21 Global Flying to that city pair until the circumstance is no longer the cause of non-
22 compliance.

23 Example:

- 24 1) On October 16, 2030, the Company declares it will not be in compliance with
Section 1 O. due to a circumstance over which it does not have control.
- 25 2) The above circumstance affects Delta Company operations on flying between
ABC-XYZ.
- 26 3) In the eight-quarters ending September 30, 2030, the affected Delta Global
Flying between ABC-XYZ is 200 block hours.
- 27 4) The Delta Global Flying baseline is 5,000 block hours.
- 28 5) Total Delta Global Flying baseline is subsequently modified to 4,800 block hours
(5,000 minus the 200 block hours determined in step 3 above) until the
circumstance is no longer causing non-compliance under **Section 1 O.**
- 29 6) For the measurement period ending December 31, 2030, Delta Global Flying will
exclude the affected flying between ABC-XYZ, and the growth requirements
under **Section 1 O. 7.** will be applied to the adjusted baseline.

30 P. [Reserved]

31 Q. Permitted Arrangements Pursuant to the Hawaiian Marketing Agreement

32 1. **Section 1 C.** will not apply to flying performed by Hawaiian under the DL code under
Section 1 Q., provided that the DL code may only be placed on Hawaiian flight
segments:

33 a. for the sole purpose of passenger service, and

Section 1 – Scope

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

Section 1 – Scope

take all other action necessary to restore the status quo that existed prior to such amendment within 30 days of receipt of such written request by the Company. In addition, the System Board may award such other and further relief as appropriate to provide a make-whole remedy to pilots harmed by such material change.

- 3) If Delta does not comply with such request within such 30 day period, the Delta MEC Chairman will have the right to terminate **Section 1 Q.** upon 60 days advance written notice to the Company.

8. Termination

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

9. Rulings of Government Authority

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

10. Labor Disputes

- a. There will be no increased use of the DL code (i.e., an increase over and above that which was loaded in Deltamatic in the 90 day period prior to the commencement of the cooling off period) by Hawaiian during a cooling off period (under Sections 5, 6, or 10 of the Railway Labor Act) applicable to Delta pilots. In the event of a lawful primary strike against Delta by the Delta pilots, the DL code will not be used by Hawaiian at any time during such strike.

- b. There will be no payments other than those payments occurring during the ordinary course of business to Delta from Hawaiian during a cooling off period (under Sections 5, 6, or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful strike by Delta pilots.

- c. No airman trained by Hawaiian in the prior 12 months will be hired to serve as a Delta pilot during a cooling off period (under Sections 5, 6, or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful strike by Delta pilots.

Note: For ease of reading in **Section 1 Q. 10.**, the defined term "pilot" is modified by the word "Delta." Such modification does not change the meaning of the defined term "pilot."

11. The provisions of **Section 1 Q. 6. – 10.** will be effective in all respects without regard to whether the parties are then engaged in collective bargaining pursuant to Section 6 of the Railway Labor Act. Delta expressly waives any and all rights whatsoever to argue that the Association's rights under these provisions or exercise of such rights should be affected in any way by virtue of the status quo provisions of the Railway Labor Act.

Section 1 – Scope

- 1 12. Transactions between Delta and Hawaiian will be at arm's length (as would be conducted by independent, unaffiliated parties).
- 2

1 SECTION 2
2

3 DEFINITIONS AND GLOSSARY
4

5 A. Definitions
6

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

- 9 1. “13 B. 3. pilot” means a former pilot removed from the seniority list under **Section 13 B.**
10 3., on or after June 1, 2006, who is receiving disability benefits from the D&S Plan.
11 Upon cessation of disability benefits, termination, or retirement, such former pilot will
12 cease to be a 13 B. 3. pilot.
- 13 2. “401(k) participant” means a person who is receiving or is entitled to receive benefits
14 under the 401(k) Plan.
- 15 3. “401(k) Plan” means the “Delta 401(k) Retirement Plan for Pilots,” as amended and
16 restated January 1, 2014, as amended, (formerly called the “Delta Pilots Savings Plan”).
- 17 4. “Acclimated” means a condition in which a flightcrew member has been in a theater for
18 72 hours or has been given at least 36 consecutive hours free from duty in such theater, as
19 defined or amended under FAR 117.
- 20 5. “Accrued vacation” means the vacation time (i.e., the number of weeks or days) a pilot is
21 accumulating in a vacation year for use in the next vacation year. The accrual rate for
22 such vacation is determined by the number of years of continuous employment the pilot
23 completed before April 1st of the vacation year.
24 Example: Assume that on October 1st, (i.e., at the completion of 50% of the vacation
25 year) a pilot has not been on leave or furlough in excess of 30 days since the beginning of
26 the vacation year. Such pilot will have accrued 50% of the vacation time to which the
27 pilot will be entitled on the next April 1st.
- 28 6. “Active payroll status” means the status of a pilot who is not on inactive payroll status.
- 29 7. “Adjustable run time values” means values of elements (e.g., graphics, reading rates, and
30 keystrokes) that are assigned specific values to be used by the automated run time testing
31 program.
- 32 8. “Administrative pilot” means a pilot who is removed from a category for the purpose of
33 performing managerial, supervisory and/or administrative duties for the Company (e.g., a
34 pilot in a payroll department other than 030 or 031).
35 Exception: An instructor who does not perform managerial or supervisory duties (i.e., an
36 instructor in payroll department 052) is not an administrative pilot.
- 37 9. “Advanced Qualification Program” (AQP) means the Company administered and FAA
38 approved programs for all indoctrination, qualification, requalification, or continuing
39 qualification training at Delta Air Lines.
- 40 10. “Advance entitlement” (AE) means an award (or, with respect to an entry level pilot, an
41 award or assignment) to a category that is anticipated to become effective on a
42 subsequent conversion date.
- 43 11. “Affiliate” means:
 - 44 a. any subsidiary, parent or division of an entity,
 - 45 b. any other subsidiary, parent or division of either a parent or a subsidiary of an entity,
46 or

Section 2 – Definitions and Glossary

- 1 c. any entity that controls another entity or is controlled by another entity, or is under
2 common control with another entity, in either case, whether directly or indirectly
3 through the control of other entities.
- 4 12. “Aggregate service” means all time starting from a pilot’s date of employment with the
5 Company as a pilot, with the exception of the following:
6 a. periods of furlough, or
7 b. unpaid leave in excess of 60 cumulative days.
- 8 13. “Aircraft model” means an aircraft (e.g., B-737-800, A-330-900) within an aircraft type.
- 9 14. “Aircraft type” means one of the following groupings:

a. B-777	g. A-321N/321/320/319
b. A-350	h. B-737-900/800/700
c. B-787	i. A-220-300/100
d. A-330-900/300/200	j. B-717
e. B-767-400ER	k. EMB-195/190
f. B-767 (all except B-767-400ER)/B-757	l. CRJ-900

- 11 15. “Aircrew program designee” (APD) means a pilot who is designated by the FAA to
12 administer type rating evaluations.
- 13 16. “Airman” means a person:
14 a. whose name does not appear on the Delta Pilots’ System Seniority List, and
15 b. who is certified to operate the controls, and/or assist in the operation of the controls of
16 a commercial aircraft at a cockpit position.
- 17 17. “ALPA Aeromedical Advisor” is a doctor from ALPA’s Aeromedical Office (Aviation
18 Medicine Advisory Service).
- 19 18. “Americas Theater” means flying on all routes between (a) a point in South America, and
20 (b) a point in the United States.
- 21 19. “Annual compensation” for purposes of the profit sharing plan, means an employee’s
22 gross earnings during the profit sharing plan year, including any sick and vacation pay
23 (whether paid by the Company or from a disability and survivor trust), but excluding: a)
24 expense reimbursements, b) expense allowances, c) income required to be imputed to the
25 employee for any reason pursuant to federal, state or local law, d) profit sharing awards,
26 e) earnings from any other incentive compensation program, f) Company contributions to
27 a retirement plan, g) disability payments, h) income from the grant, vesting, exercise or
28 sale of Delta stock or Delta stock options, i) income relating to, or resulting from,
29 bankruptcy claims, notes, or other securities, j) medical plan payments and k) severance
30 payments. In addition, annual compensation for the purposes of the profit sharing plan
31 includes pilot furlough pay.
- 32 20. “Applicable rate” means, for the purposes of **Section 8**, the composite hourly rate plus
33 international pay, if applicable, for the position held by the pilot at the time of the
34 deadhead.
35 Exception one: If a pilot holds a position with more than one rate when deadheading by
36 air transportation to a flight segment(s), the applicable rate will be the rate for the aircraft
37 model used on the first non-deadhead segment after the deadhead on which the pilot
38 performed, or was scheduled to perform, duty as a crew member.

Section 2 – Definitions and Glossary

- Exception two: If a pilot holds a position with more than one rate when deadheading by air transportation on the last flight segment(s) of their rotation, the applicable rate will be the rate for the aircraft model used on the last non-deadhead segment before the deadhead on which the pilot performed, or was scheduled to perform, duty as a crew member.
21. “ARCOS” means any automated notification system that offers and awards WS, GS, or GSWC under **Sections 23 N.** and **O.**
22. “Asterisk rotation” means a rotation that:
- a. is published in the bid package,
 - b. is scheduled to begin in one bid period and end in another,
 - c. includes:
 - 1) a duty period that begins in the second bid period, and/or
 - 2) a flight segment in the second bid period with a different flight number than the last flight segment in the first bid period, and
 - d. is subject to change or removal from a pilot’s line.
- Note one: An asterisk rotation may not be changed such that it is scheduled to release more than one day after its originally scheduled release.
- Note two: If an asterisk rotation that is on a pilot’s line is changed such that it is scheduled to release one day after its originally scheduled release, and provided that such rotation remains on such pilot’s line, such pilot will receive single pay and credit for the rotation as flown, plus single pay, no credit for the last duty period of the rotation.
23. “Atlantic Theater” means flying on all routes between (a) a point in the United States, and (b) a point that is east of longitude 30° W and west of longitude 90° E.
24. “Attrition” means the number of pilots who leave the active service of the Company due to retirement, medical leave, any leave in excess of 30 days, disability, death, or termination.
25. “Augmented Operation” means a flight segment that utilizes a relief First Officer, relief Captain, or relief crew.
26. “Automated run time testing program” (Crawler) means a computer program which counts and converts significant elements of distributed training content structure to time values according to the schedule in the Automated Run Time Testing Design Document, incorporated by reference herein, as may be amended by the ARTT under **Section 11 B. 9.**
27. “Average Line Value” (ALV) means a number of hours established by the Company that is the projected average of all regular line values, for a position, for a bid period and is:
- a. between 72 and 84 hours (inclusive) for a narrowbody position and a B-767/B-757 position.
 - b. between 71 and 85 hours (inclusive) for a widebody position other than a B-767/B-757 position.
28. “Base” means a location to which a pilot is assigned.
29. “Base premium” means the premium developed each year separately for each of the options offered under the DPMP, for retirees and survivors, from the combined experience of a population composed of all retirees and survivors (pilot retirees and survivors and other retirees and survivors) participating in the DPMP and the Delta Health Plan, excluding HMOs and fully insured options. In the case of the premium attributable to children of pilot retirees, such base premium will be based on the

Section 2 – Definitions and Glossary

combined experience of all dependents participating in the DPMP and the Delta Health Plan excluding HMOs and fully insured options. Such base premium will be developed by the Company's actuary using reasonable actuarial assumptions and methods that are designed to determine such base premium in the actuary's best professional judgment. The Company's calculation of the DPMP base premium will be subject to review by the Association. The Company will provide to the Association by June 15th of each year, data, assumptions and methodologies used to determine such costs and base premium. The Association may provide comments on such analysis under the DPMP by July 7th, and the Company's actuary will consider such comments in making its final determination of the base premium. The methodology for determining the base premium will be applied separately to develop pre-Medicare eligibility age and post-Medicare eligibility age premiums.

30. “Bid period” means one of the following time periods:

- a. January 1st through January 30th (the “January bid period”)
- b. January 31st through March 1st (the “February bid period”)
- c. March 2nd through March 31st (the “March bid period”)
- d. April 1st through May 1st (the “April bid period”)
- e. May 2nd through June 1st (the “May bid period”)
- f. June 2nd through July 1st (the “June bid period”)
- g. July 2nd through July 31st (the “July bid period”)
- h. August 1st through August 30th (the “August bid period”)
- i. August 31st through September 30th (the “September bid period”)
- j. October 1st through October 31st (the “October bid period”)
- k. November 1st through November 30th (the “November bid period”)
- l. December 1st through December 31st (the “December bid period”)

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

31. “Block time” means the time beginning when an aircraft first moves for the purpose of flight or repositioning and ending when the aircraft comes to a stop at the next destination or at the point of departure.

32. “Board” means the Delta Pilots’ System Board of Adjustment.

33. “Break-in-duty” means a rest period (measured from release to report) that is sufficient to break a pilot’s duty period under **Section 12 G**.

34. “Business day” means each day from Monday through Friday, except for Company holidays.

35. “Captain” means a pilot who is in command and who is responsible for the manipulation of, or who manipulates, the flight controls of an aircraft while under way, including takeoff and landing of such aircraft; who is properly qualified to serve as and holds currently effective airman’s certificates authorizing him to serve as such pilot.

36. “Carry-over rate” means the dollar value of a pilot’s accumulated credit for a bid period divided by such accumulated credit, expressed in dollars per minute.

37. “Category” means the combination of a pilot’s position and base.

38. “Category A operation” means the operation of a flight segment by a Delta Connection Carrier:

- a. that is a Company affiliate, or
- b. using the DL code under an agreement with Delta that is not a prorate agreement.

Section 2 – Definitions and Glossary

- 1 39. “Category C operation” means the operation of a flight segment by a Delta Connection
2 Carrier under the DL code pursuant to a prorate agreement with Delta.
- 3 40. “Category freeze” means a period of time
4 a. that is determined under **Section 22 G.**,
5 b. that commences on the date of a pilot’s award of an AE or VD for which qualification
6 training is required or on an entry level pilot’s date of employment with the Company
7 as a pilot, and
8 c. during which the pilot will (unless declared eligible by the Company) be ineligible to
9 be awarded another AE with an earliest conversion date falling within the freeze
10 period (other than to a new or reestablished category) for which qualification training
11 is required.
- 12 41. “Circumstance over which the Company does not have control,” for the purposes of
13 **Section 1** and **Section 21**, means a circumstance that includes, but is not limited to, a
14 natural disaster; labor dispute involving a work stoppage which impairs Company
15 operations (provided such term does not apply to informational picketing or other lawful
16 activity designed to inform the public); grounding of a substantial number of the
17 Company’s aircraft by a government agency; reduction in flying operations because of a
18 decrease in available fuel supply or other critical materials due to either governmental
19 action or commercial suppliers being unable to provide sufficient fuel or other critical
20 materials for the Company’s operations; revocation of the Company’s operating
21 certificate(s); war emergency; owner’s delay in delivery of aircraft scheduled for
22 delivery; manufacturer’s delay in delivery of new aircraft scheduled for delivery. The
23 term “circumstance over which the Company does not have control” will not include the
24 price of fuel or other supplies; any delay by the manufacturer in the delivery of new
25 aircraft to the Company that is (a) known to the Company when it provides its detailed
26 Fleet and Network Plans to the Association in Q4 of any year prior to the year of the
27 scheduled delivery, or (b) less than 45 days; the price of aircraft; the state of the
28 economy; the financial state of the Company; or the relative profitability or
29 unprofitability of the Company’s then-current operations.
- 30 Note one: For purposes of this definition, Company refers only to Delta Air Lines, Inc.,
31 and not any Company affiliate.
- 32 Note two: The Company will give ALPA prior written notice of its intent to declare
33 “circumstances over which the Company does not have control,” and its rationale.
- 34 42. “Code” means the unique two-character designator code assigned to an airline by the
35 International Air Transport Association (IATA). If IATA assigns or has assigned more
36 than one designator code for use by Delta or Hawaiian or by a subsidiary of Delta then
37 such additional designator code(s) will be included within the DL code or HA code,
38 respectively.
- 39 43. “Company” means Delta Air Lines, Inc.
- 40 44. “Company affiliate” means an affiliate of the Company.
- 41 45. “Company flying” means all flying reserved under **Section 1 C.** for performance by
42 pilots.
- 43 46. “Company-provided electronic tablet device” (“tablet”) means an electronic tablet device
44 provided by the Company to a pilot for their use on the flight deck, and containing
45 electronic versions of aircraft operating manuals, flight operations manuals, bulletins, and
46 other information.

Section 2 – Definitions and Glossary

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

Section 2 – Definitions and Glossary

- 1 d. JFK/EWR/LGA
- 2 e. LAX/BUR/LGB/ONT/SNA
- 3 f. MIA/FLL
- 4 g. ORD/MDW
- 5 h. SFO/OAK/SJC
- 6 55. “CQ eligibility period” means a series of three consecutive calendar months in which a
7 pilot is eligible for CQ training.
 - 8 a. “CQ early month” means the first calendar month in a pilot’s CQ eligibility period.
 - 9 b. “CQ base month” means the second calendar month in a pilot’s CQ eligibility period.
 - 10 c. “CQ grace month” means the third calendar month in a pilot’s CQ eligibility period.
- 11 56. “CQ golden days” means a block of five consecutive days during which a pilot will not
12 be scheduled for CQ.
- 13 57. “Credit” means the time attributed to a pilot for PWA flight time limitations purposes.
- 14 58. “Credited reserve on-call day” (CROC day) means a day on which a reserve pilot:
 - 15 a. is on a rotation,
 - 16 b. receives pay and credit under **Section 4 H.**,
 - 17 c. is on airport standby duty, or
 - 18 d. is on sick leave on an on-call day.
- 19 59. “D&S Plan” means the Delta Pilots Disability and Survivorship Plan, as Amended and
20 Restated, Effective January 1, 2011, as amended. A reference in the PWA to the D&S
21 Plan will exclude the NWA LTD Plan unless such reference in the PWA states otherwise.
- 22 60. “D&S Plan participant” means a person who is receiving or is entitled to receive benefits
23 under the D&S Plan.
- 24 61. “Date of furlough” means the date on which a pilot’s furlough begins.
- 25 62. “Date of recall” means the date a pilot is scheduled to report to duty in conjunction with a
26 recall.
- 27 63. “Day” means calendar day.
- 28 64. “DBMS” means a computerized crew scheduling system operated by Flight Operations.
- 29 65. “Deadhead” means the surface or air transportation of a pilot between airports at the
30 instruction of the Company.
Exception one: Surface transportation to or from an airport for the sole purpose of
32 lodging is not a deadhead.
Exception two: Travel to and from training is not a deadhead.
- 33 66. “Delta” means the Company.
- 34 67. “Delta Connection Carrier” means a domestic air carrier that conducts flying under
35 **Section 1 D.**
- 36 68. “Delta Connection flying” means flying conducted by a Delta Connection Carrier for the
37 Company.
- 38 69. “Delta Global Flying” means all flight segments on twin-aisle widebody aircraft or
39 supersonic aircraft operated by Delta
 - 40 a. to/from the United States in the:
 - 42 1) Atlantic Theater,
 - 43 2) Pacific Theater, or
 - 44 3) Americas Theater.
 - 45 b. on Fifth Freedom flights (excluding intra-North American Fifth Freedom Flights).

Section 2 – Definitions and Glossary

- Exception: Flight segments on freighter aircraft, combi aircraft that do not carry ticketed passengers, cargo-only flights, ferry flights, charter flights (other than scheduled charter flights held out for public sale), MAC, and FCFs are not Global Flying.
70. “Delta Health Plan” means the non-collectively bargained medical and dental plan offered to flight attendants and ground employees and to retirees until age 65 (including HMOs, if applicable, and the no coverage option).
71. “Delta hub” means ATL, CVG, DTW, JFK, LAX, LGA, MSP, SEA, SLC, and any other airport having a monthly average of at least 100 Delta scheduled flight departures per day.
72. “Delta Pilots High Deductible Health Plan” (DP-HDHP) means the collectively bargained medical plan available to pilots under **Section 25**. The DP-HDHP offers the options enumerated in **Section 25 R**.
73. “Delta Pilots’ Medical Plan” (DPMP) means the collectively bargained medical and dental plan available to pilots, 13 B. 3. pilots, and pilot retirees under **Section 25**. The DPMP offers the options enumerated in **Section 25 F. 1**.
74. “Delta Pilots’ Retirement Plan” means the Delta Pilots Retirement Plan as Amended and Restated, Effective July 1, 1996, as amended.
75. “Director – Health Services” (DHS) means an Aviation Medical Examiner designated by the Company to conduct the medical review of a pilot under **Section 14 G. 3.** and **Section 15 B.** If the designated DHS becomes unavailable, the Company will promptly designate another Aviation Medical Examiner as the DHS.
76. “Disability status,” “disability,” or “disablement” means being eligible for and receiving disability benefits from the D&S Plan.
- Note one: A 13. B. 3. pilot is considered in disability status, disability, or disablement until cessation of disability benefits, retirement or termination.
- Note two: A pilot (or 13 B. 3. pilot) who has reached the maximum period of disability under the D&S Plan for alcoholism and/or drug abuse is not on disability status, disability or disablement after the end of that period of disability.
- Exception: This definition does not apply to a NWA disabled pilot.
77. “Displacement” means an award (voluntary displacement or VD) or assignment (mandatory displacement or MD) that is anticipated to become effective on a later conversion date to eliminate a surplus from a category.
78. “Distributed training” means training that is accomplished without a classroom, instructor in a classroom, flight training device, flight simulator or airplane. Distributed training includes training material the Company requires a pilot to complete that cannot be completed in conjunction with the normal course of preparing for flight. Examples of informational materials that are not distributed training include, but are not limited to, manuals updates (e.g., updates to FOM, Operations Manual 1 and 2, QRH, FCTM, Airway Manual), flight crew bulletins, and flight operations bulletins.
79. “DL” means:
- Delta,
 - its affiliates, and
 - any other carrier to the extent of its category A operations of flight segments using the DL code.
80. “Doctor” means a medical professional who holds one of the following degrees:
- M.D.,

Section 2 – Definitions and Glossary

- 1 b. D.O.,
2 c. D.D.S.,
3 d. D.M.D., or
4 e. D.P.M.
- 5 81. “Doctor’s certificate” means written verification from a doctor with whom a pilot has a
6 bona fide patient relationship, indicating in general terms the nature of the pilot’s
7 sickness.
- 8 82. “Domestic air carrier” means an “air carrier” as defined in 49 U.S.C. Section 40102(a)(2)
9 holding an air carrier certificate issued by the Administrator of the FAA under 14 C.F.R.
10 Section 119.5.
- 11 83. “Domestic operation” means a flight segment to and from an airport, or between airports,
12 located inside the contiguous 48 states of the United States, or a flight segment between
13 an airport located in the Mainland United States and Alaska.
- 14 84. “Domestic per diem” means the hourly meal allowance applicable to a pilot
15 a. for time away from base while engaged in domestic operations, or
16 b. while assigned to training within the contiguous 48 states of the United States in which
17 the pilot is entitled to lodging under **Section 5 E**.
- 18 85. "DPMA" means Delta Pilots Mutual Aid.
- 19 86. "DPMA disability benefit" means the optional supplemental disability benefit payable by
20 DPMA to an eligible DPMA participant.
- 21 87. "DPMA dues" means the dollar amount of dues charged by DPMA for membership in
22 DPMA.
- 23 88. "DPMA equivalent disability benefit" means the optional supplemental disability benefit
24 described in **Section 26 N. 3. b.**
- 25 89. “Duty period” means the elapsed time from report to release (for a break-in-duty).
- 26 90. “Earned vacation” means the vacation time (i.e., the number of weeks or days) a pilot is
27 entitled to use in a vacation year.
- 28 91. "Earnings" means, for the purposes of a retirement or welfare benefit plan under **Section**
29 **26**, the amount of a participant's remuneration that forms the basis for contributions or
30 benefits under that plan.
- 31 92. "Eligible family member," for the purposes of **Section 6**, means:
32 a. a relative who:
33 1) resides in an eligible pilot's household,
34 2) is dependent on the pilot for livelihood, and
35 3) is claimed on the pilot's federal tax return as a dependent.
36 b. an eligible pilot's spouse (including a person who is a domestic partner under the
37 Delta Domestic Partner Program).
- 38 93. “Eligible family member,” for the purposes of **Section 25**, means eligible family member
39 as defined in the DPMP. An eligible family member is not eligible for the DPMP, DP-
40 HDHP, or Delta Health Plan upon reaching Medicare eligibility age.
41 Exception: An eligible family member described in **Section 25 B. 1. Note** will remain
42 eligible for the DPMP, DP-HDHP, or Delta Health Plan upon reaching Medicare
43 eligibility age.
- 44 94. “Eligible move” means the actual movement of all of an eligible pilot's household goods
45 and personal effects from their former permanent residence to, and the establishment of,
46 their new permanent residence at, a location that is:

Section 2 – Definitions and Glossary

- 1 a. within the United States, and
- 2 b. more than 50 straight line statute miles from:
 - 3 1) their former permanent residence, and
 - 4 2) the greater metropolitan area of their former base, as described in the then most
 - 5 recently published U.S. Census Bureau Metropolitan Areas Definition (See
 - 6 www.census.gov/population/www/estimates/metrodef.html).

7 Exception: An eligible move will not include a move by a pilot whose permanent
8 residence, on the award date of their related conversion or the date of their recall from
9 furlough, is located in, or located within 50 miles of, the greater metropolitan area of their
10 new base.

- 11 95. "Eligible pilot" for the purposes of **Section 6**, means a pilot who intends to complete or
12 completes an eligible move and:
 - 13 a. converts into a position at another base via an MD or VD, or
 - 14 b. converts into a position at a new or re-established base within 12 months of the first
 - 15 pilot conversion at such base, or
 - 16 c. transfers from a closed base within the 12 months preceding the base closing, or
 - 17 d. is recalled from furlough to a base other than their furlough base, or
 - 18 e. otherwise transfers to a base at Company request,
 - 19 f. provided:
 - 20 1) they actually move their household goods and personal effects to a new
 - 21 permanent residence that is within a 125 straight-line statute mile radius of the
 - 22 airfield reference point at their new base or of any co-terminal airport at their new
 - 23 base, and
 - 24 2) their current permanent residence is not within such radius, and
 - 25 3) they actually establish their home at their new permanent residence, and
 - 26 4) their new permanent residence is at least 50 straight-line statute miles closer to the
 - 27 airfield reference point at their new base than is the permanent residence address
 - 28 from which they are relocating, and
 - 29 5) they agree to repay the Company for such relocation benefits if, within 12 months
 - 30 of the conversion that entitled them to receive such relocation benefit, they
 - 31 convert into a position at another base as the result of an advance entitlement.
- 32 96. "Employment year" means a one-year period beginning on a pilot's employment
33 anniversary date.
- 34 97. "Enhanced disability benefit" means the additional disability benefit payable to a
35 pilot with hours in their enhanced disability account under **Section 26 K. 5**.
- 36 98. "Entity" means a natural person, corporation, association, partnership, trust or any other
37 form for conducting business, and any combination or concert of any of the foregoing.
- 38 99. "Entry level pilot" means a pilot who has not completed their initial OE at the Company.
- 39 100. "Entry level position" means any position listed in **Section 22 B**.
- 40 101. "Evaluation" means a check of a pilot's performance and/or proficiency pursuant to an
41 FAR or as part of the Company's training including its Advanced Qualification Program
42 (AQP).
- 43 102. "Event Date" has the meaning given such term in the D&S Plan.
- 44 103. "FAA" means the Federal Aviation Administration.
- 45 104. "FAA leave" means a leave of absence described in **Section 13 K**.

Section 2 – Definitions and Glossary

105. "FAA mandatory retirement age" means the latest age under Part 121 of the FARs or other applicable statutes that a pilot can serve as a PIC or SIC.
 106. "FARs" means the Federal Aviation Regulations.
 107. "Fatigue Risk Management System" (FRMS) means a management system and alternative regulatory approach to pilot flight and duty time provisions to provide a means of monitoring and mitigating fatigue as approved by the FAA.
 108. "First Officer" means a pilot who is second in command and who is to assist or relieve the captain in the manipulation of the flight controls of an aircraft while under way, including takeoff and landing of such aircraft; who is properly qualified to serve as and holds currently effective airman's certificates authorizing him to serve as such First Officer.
 109. "Five Member Board" means the System Board of Adjustment when comprised of two members appointed by the Company, two members appointed by the Association, and a neutral member selected by the parties, to decide a specific dispute.
 110. "Fleet" means aircraft in service, undergoing maintenance, and operational spares.
 111. "Flight duty period" (FDP) means the portion of a duty period from report to when the aircraft is parked after the last flight segment (other than a deadhead flight segment) and there is no intention for further aircraft movement.
 112. "Flight segment" means the operation of an aircraft with one takeoff and one landing.
 113. "Flight time" means:
 - a. actual block time on a functional check flight and a verification flight segment(s), and
 - b. for all other flying, the greater of actual or scheduled block time on a flight segment(s).
 114. "Flying," "flown," "flies," and "fly," for purposes of **Sections 4, 12, and 23**, means:
 - a. operation of a flight as a cockpit crewmember, and/or
 - b. a deadhead by air.
 115. "FMLA leave" means a leave of absence described in **Section 13 H.**
 116. "Foreign air carrier" means a "foreign air carrier" as defined in 49 U.S.C. Section 40102(a)(21).
 117. "Foreign pilot base" means a base located outside the boundaries of the contiguous 48 states of the United States.
 118. "Former NWA pilot" means a pilot who was an employee of NWA and whose name appeared on the NWA seniority list on the day preceding October 30, 2008.
 119. "Four Member Board" means the System Board of Adjustment when comprised of two members appointed by the Company and two members appointed by the Association, to decide a specific dispute.
 120. "Fragmentation transaction" means a transaction (other than a successor transaction) in which the Company or a Company affiliate (other than a Company affiliate performing flying only on permitted aircraft types) disposes of aircraft, route authority or slots (net of aircraft, route authority or slots acquired within the 12 month period preceding such transaction or acquired in a related transaction), which produced 10% or more of the operating revenue, block hours or available seat miles of the Company or Company affiliate as applicable (excluding revenue, block hours or available seat miles of Company affiliates performing flying only on permitted aircraft types) during the 12 months immediately prior to the date of the agreement resulting in the fragmentation transaction.

Section 2 – Definitions and Glossary

- 1 121. “Free of duty,” for purposes of **Sections 7 and 23**, means a period of time in which a pilot
2 has no obligation to the Company and in which the Company will not require a pilot to
3 perform any duties, including but not limited to an IA, training, reroute, reserve
4 assignment.
- 5 122. “Full service bank” or bank means an individual account maintained in DBMS for each
6 pilot into which the pilot may deposit and from which the pilot may withdraw or borrow
7 credit on a minute basis.
- 8 123. “Functional check flight” (FCF) means flying that involves the planned use of abnormal
9 or “special” checklists and/or determinations of the airworthiness of major system items
10 or troubleshooting.
- 11 124. “Furlough base” means the base to which a pilot was assigned on their date of furlough.
- 12 125. “Global Flying” means Delta Global Flying and/or Partner Global Flying.
- 13 126. “Global Partner” (or, as used in **Section 1 O.**, “partner”) means a foreign carrier that
14 operates Partner Global Flying.
- 15 127. “Green slip” (GS) means a request by a pilot to be assigned same-day/next-day open time
16 that may generate premium pay:
 - 17 a. on their regular line days-off,
 - 18 b. on their reserve line X-day(s),
 - 19 c. on reserve line on-call days, while on long-call, with less than 12 hours’ notice, or
 - 20 d. on their remaining reserve line on-call days in the current bid period after they have
21 accumulated credit equivalent to the ALV in such bid period.
- 22 128. “Green slip with conflict” (GSWC) means a request by a regular pilot to be assigned
23 same-day/next-day open time that may generate premium pay, and:
 - 24 a. overlaps a scheduled rotation(s) remaining to be flown, or
 - 25 b. creates an FAR or PWA conflict with a scheduled rotation(s) remaining to be flown.
- 26 129. “Hard non-fly day” means a non-fly day on which a pilot may not be inversely assigned
27 to a rotation (e.g., vacation, APD day, reserve PD day, ALPA, legal duty, MLOA, or
28 golden X-day).
- 29 130. “Hawaiian” or “HA” means Hawaiian Airlines, Inc.
- 30 131. “Hawaiian marketing agreement” means the Amended and Restated Codeshare
31 Agreement dated as of August 2, 2010 by and between Delta Air Lines, Inc. and
32 Hawaiian Airlines, Inc., as amended from time to time.
- 33 132. “Hearing officer” means a Company-designated senior Flight Operations official holding
34 a title with the Company of Regional Director, or above.
35 Note: The hearing officer must be vested with the necessary authority to decide the
36 dispute or matter before them. A Regional Director who has previously heard a dispute
37 under **Section 18 B. 1.** or participated in the investigation of an alleged incident or
38 problem under **Section 18 C. 1.**, may not then serve as the hearing officer for such
39 dispute or matter.
- 40 133. “HMO above composite premium” means the amount charged by an HMO in excess of
41 the composite amount the Company contributes to the cost of the Delta Health Plan
42 (other than an HMO).
- 43 134. “Inactive NWA pilot” means a former NWA pilot who on October 30, 2008 was not in
44 active payroll status, including but not limited to furlough, military leave exceeding 30
45 consecutive days, personal leave, family leave, medical leave, maternity leave or

Section 2 – Definitions and Glossary

1 disciplinary suspension and has not returned to active payroll status as described in
2 **Section 25 S. 4. c.**

3 Note: A NWA disabled pilot is not an inactive NWA pilot.

- 4 135. “Inactive payroll status” means the status of a pilot who is furloughed, receiving benefits
5 under the D&S Plan, military leave that exceeds 30 consecutive days, medical leave,
6 personal leave (other than known personal leave), FMLA leave, bonding leave, maternity
7 leave, or a pilot on a disciplinary suspension.
- 8 136. “Industry standard interline agreement” means an agreement or other arrangement
9 between or among two or more carriers, such as the International Air Transport
10 Association’s “multilateral interline traffic agreements”, or an “interline ticket and
11 baggage agreement”, establishing rights and obligations relating to the acceptance and
12 accommodation of interline passengers and shipments.
- 13 137. “Initial training” means training necessary to create an equipment and status
14 qualification.
- 15 138. “Interim period” means the period between the closing date of the corporate transaction
16 pursuant to which the Company or any Company affiliate acquires control of the acquired
17 airline (the “closing date”) and the later of the effective date of an integrated seniority list
18 or the effective date of a single collective bargaining agreement covering the pilots and
19 airmen involved.
- 20 139. “International operation” means a flight segment to or from an airport, or between
21 airports, located outside the contiguous 48 states of the United States.
22 Exception: A flight segment between an airport located in the mainland United States
23 and Alaska will not be considered an international operation.
- 24 140. “International partner flying” means flying performed by any foreign air carrier (which is
25 not a Company affiliate):
26 a. under or utilizing a designator code, trade name, brand, logo, trademarks, service
27 marks, aircraft livery or aircraft paint scheme currently or in the future utilized by the
28 Company or any Company affiliate, and/or
29 b. on aircraft on which the Company or any Company affiliate has purchased or
30 reserved blocked space or blocked seats for sale or resale to customers of the
31 Company or any Company affiliate.
- 32 141. “International pay” means an hourly pay premium paid to a pilot for flight time flown in
33 an international operation.
- 34 142. “International per diem” means the hourly meal allowance for time away from base that
35 is applicable to a pilot while engaged in international operations or while assigned to
36 training located outside the contiguous 48 states of the United States.
- 37 143. “Inverse assignment” (IA) means the assignment of open time in inverse seniority order
38 under **Section 23 N. or O.**
39 Exception: An assignment to a reserve pilot who is among a group of reserve pilots in
40 the same RAW value grouping under **Section 23 A. 46.** is not an IA.
- 41 144. “Inverse assignment with conflict” (IAWC) means an IA that:
42 a. overlaps a scheduled rotation(s) remaining to be flown, or
43 b. creates an FAR or PWA conflict with a scheduled rotation(s) remaining to be flown.
- 44 145. “Irregular operations” (IROPS) means an event(s) in the system (i.e., sickness, fatigue or
45 no-show of another pilot, weather, mechanical, aircraft type substitution, substitution of
46 one aircraft model for another aircraft model on which the pilot is not qualified,

Section 2 – Definitions and Glossary

1 diversion, cancellation, overflight, misconnect, application of the FARs) that causes a
2 pilot to be removed from their scheduled rotation or portion thereof.

3 146. “Known absence” means a period of unavailability in a subsequent bid period for which a
4 pilot is scheduled prior to initial line awards for such bid period (e.g., training, vacation,
5 sick, MLOA, ALPA duty) during which a pilot may not be awarded a rotation(s) or on-
6 call day(s).

7 147. “Known accident leave” means accident leave in the subsequent bid period that is known
8 by the pilot before the date for the close of line bidding for such bid period as specified in
9 **Section 23 B.**

10 Note: A period of 14 or more days of known accident leave will be considered a known
11 absence. A period of less than 14 days of known accident leave will be considered a
12 known absence at the Company’s discretion.

13 148. “Known personal leave” means a period of unpaid personal leave that is made available
14 by the Company and awarded to pilots in a category, in seniority order, under **Section 13**
15 **J. 2.**, during which a pilot will remain on active payroll status.

16 149. “Known sick leave” means sick leave in the subsequent bid period that is known by the
17 pilot before the date for the close of line bidding for such bid period as specified in
18 **Section 23 B.**

19 Note: A period of 14 or more days of known sick leave will be considered a known
20 absence. A period of less than 14 days of known sick leave will be considered a known
21 absence at the Company’s discretion.

22 150. “Latin America” means South America, the Caribbean, Mexico, Central America, and the
23 West Indies.

24 151. “Legal duty” means participation by a pilot in a legal proceeding as:

- 25 a. a juror, or
- 26 b. a subpoenaed witness in:
 - 27 1) criminal litigation, or
 - 28 2) legal or administrative proceedings arising out of their employment with the
29 Company.

30 Exception: Participation in proceedings under **Section 1, 16, 18, 19, or 27** is not
31 legal duty.

32 152. “Line” means a pilot’s bid period schedule.

- 33 a. “Initial line” means the line awarded/assigned to a pilot via PBS or DBMS.
- 34 b. “Adjusted line” means a pilot’s initial line as modified by the line adjustment process.
- 35 c. “Regular line” means a line composed of training, vacation, leaves, rotations, and/or
36 days-off.
- 37 d. “Reserve line” means a line composed of training, vacation, leaves, reserve on-call
38 days, and X-days.
- 39 e. “Blank regular line” means a regular line that is constructed without rotations.
- 40 f. “Specially created reserve line” means a reserve line that was not awarded/assigned in
41 the initial line awards.
- 42 g. “Reduced lower limit line” (RLL) means a regular line with a value that is less than
43 the lower limit of his LCW that is constructed upon request to a pilot who cannot be
44 awarded a regular line within their LCW.

Section 2 – Definitions and Glossary

- 1 153. “Line adjustment” means the process by which the Company removes a rotation(s) from
2 a regular pilot’s line for the next bid period, which would otherwise create an FAR and/or
3 PWA conflict(s).
- 4 154. “Line check pilot” (LCP) means a pilot who is:
5 a. selected by the Company and designated by the FAA, and
6 b. authorized to administer evaluations during line operations.
- 7 155. “Line construction window” (LCW) means a range of hours that is ten hours above and
8 below the ALV for each position in each bid period. The LCW will not exceed 91.5
9 hours for narrowbody positions (and B-767/757) and 92.5 hours for widebody positions
10 (other than B-767/757).
- 11 156. “Line guarantee” means a line holder’s minimum pay and credit entitlement in a bid
12 period.
- 13 157. “Line validation pilot” (LVP) means a pilot who is:
14 a. selected by the Company, and
15 b. authorized to administer training and qualifications events during line operations,
16 including, but not limited to:
17 1) Mid-probationary validations,
18 2) Theater Qualifications (TQ), and
19 3) Special Airport Qualifications (SAQ).
20 c. not authorized to administer Captain evaluations during line operations
- 21 158. "Longevity" means all time beginning at date of employment as a pilot, and ending at
22 termination of employment as a pilot, retirement as a pilot, or death.
23 Exception one: For purposes of vacation, sick leave and pass benefits, the longevity of a
24 pilot who transferred from another Company department will begin on their most recent
25 date of employment with the Company.
26 Exception two: Longevity (including vacation and sick leave) does not include periods
27 during which a pilot remains on furlough due to their decision to bypass recall.
28 Exception three: On October 30, 2008, a former NWA pilot will receive longevity credit
29 as it existed at Northwest immediately prior to October 30, 2008 in addition to longevity
30 credit for any periods of furlough that occurred on or after July 31, 1992 (excluding any
31 periods of furlough bypass) and up to 90 days of credit for the difference in points of time
32 between when they were hired as a pilot and when a pilot in their new-hire class first
33 completed an initial OE.
- 34 159. “Low-time pilot” means a:
35 a. Captain or First Officer who has not flown (excluding deadhead) 75 hours of block
36 time as a Captain or First Officer in his aircraft type, or
37 b. Captain or First officer on a MAC who, when the block hours they have flown on his
38 aircraft type are added to the block hours of the other pilot(s), the sum does not
39 satisfy the Department of Defense 250 hour combined total line operating experience
40 requirement.
- 41 160. “Mainland United States,” means the contiguous 48 states of the United States.
- 42 161. “Malaria endemic destination” (MED) means a destination that Flight Operations, in
43 consultation with the International Flying Optimization Team (IFOT), has recommended
44 that employees use a malaria chemoprophylaxis regimen when visiting as a crew
45 member. Rotations to a MED will be designated in the bid package and on the pilot’s
46 rotation and a DBMS popup will remind a pilot assigned or awarded a rotation to a MED.

Section 2 – Definitions and Glossary

- 1 162. “Material change” means an amendment to the Hawaiian marketing agreement that:
- 2 a. affects the codeshare or prorate terms or conditions of the Hawaiian marketing
3 agreement and,
- 4 b. has or would have an adverse material economic impact on:
- 5 1) the structure or benefits of the Hawaiian marketing agreement to Delta, or
6 2) a substantial number of the Delta pilots.
- 7 163. "MBCBP" means the Delta Air Lines, Inc. Market Based Cash Balance Plan, effective
8 October 1, 2023,¹ as amended.
- 9 164. “Medicare disabled” means becoming eligible for Medicare benefits for a reason other
10 than attainment of Medicare eligibility age.
- 11 165. “Medicare eligibility age” means the age at which an individual may apply for hospital
12 insurance benefits under part A of Medicare as set forth in 42 U.S.C. 426(a)(1).
- 13 166. “Military Airlift Charter” (MAC) means all flight operations conducted as a charter under
14 an agreement between the Company and the Department of Defense or any branch of the
15 United States Armed Services, except for Civil Reserve Air Fleet operations. A rotation
16 that includes MAC operations will be identified with a distinct designator for PBS/PCS
17 and cannot be awarded to a pilot who has not completed their OE.
- 18 167. “Minimum separation length” (MSL) means, for a widebody category in which 20% or
19 more of the published rotations in a bid period are scheduled to operate for nine or more
20 days, the weighted average length of the published rotations in a category that are
21 scheduled to operate for nine or more days, rounded to the nearest whole number, and
22 published in the bid package.
- 23 168. “Month,” for the purposes of **Section 1**, means calendar month.
- 24 169. “Narrowbody,” other than for purposes of **Section 1**, means an aircraft type under
25 **Section 22 A. 3. g. – l.**
- 26 170. “New or reestablished category” means, for the purposes of **Section 22**, a category that
27 has not been in existence for 60 days since the date of the first opportunity for the first
28 conversion.
- 29 171. “Non-consolidated pilot” means a pilot who has not completed consolidation
30 requirements as set forth in the FARs (currently Section 121.434(g) or a pilot who has
31 flown (excluding deadhead) less than 100 block hours, including OE, in his aircraft type).
- 32 172. “Non-fly day” means a day or 24-hour period during which a pilot:
- 33 a. does not perform flying for the Company,
- 34 b. is not scheduled to perform flying for the Company,
- 35 c. does not participate in training, other than distributed training (including travel days),
- 36 d. does not perform an SLI duty period (including a flex day),
- 37 e. is not on Company business,
- 38 f. is not removed from his scheduled rotation for the convenience of the Company, or
- 39 g. is not on long call or short call.
- 40 173. “Non-scheduled flight” means a publicity flight, contract flight, charter flight not shown
41 on a regular line, scenic flight, attempt, rerouted flight, ferry flight, functional check
42 flight, verification flight, proving run, experimental flight and airway aid test flight.
- 43 174. “Non-seniority list instructor” (NSLI) means an instructor who is:
- 44 a. not on the seniority list, or

¹ **Section 2 A. 163.** amended by MOU #23-03

Section 2 – Definitions and Glossary

1 b. currently receiving long term disability benefits under the D&S Plan (including the
2 NWA LTD Plan).

3 175. "Northwest" means Northwest Airlines, Inc.

4 176. "NWA" means Northwest Airlines, Inc.

5 177. "NWA adjusted sick leave bank" means a pilot's NWA sick leave bank on October 30, 2008 (or, in the case of a NWA disabled pilot or inactive NWA pilot, his NWA sick leave bank at the applicable date under **Section 26 P. 3.**) reduced by the number of Delta sick leave credit hours awarded the pilot upon his transition to the Delta sick leave system.

6 178. "NWA CBA" means the terminated NWA pilots' collective bargaining agreement that
7 was in effect on the day preceding October 30, 2008.

8 179. "NWA disabled pilot" means a former NWA pilot whose disabling condition
9 arose prior to October 30, 2008 and either (a) is eligible for and receiving
10 disability benefits from either the NWA Pension Plan or the NWA LTD Plan, or
11 (b) is a pilot who was eligible for and receiving disability benefits from the NWA
12 Pension Plan until the pilot attained age 60 on or after December 13, 2007
13 whether or not the pilot commenced normal retirement benefits at age 60 or older
14 from the NWA Pension Plan or the NWA Excess Plan.

15 180. "NWA Excess Plan" means the Northwest Airlines Pension Excess Plan for Pilot
16 Employees as amended.

17 181. "NWA LTD Plan" means the Northwest Airlines LTD Plan for Pilot Employees as
18 incorporated in the D&S plan.

19 182. "NWA Pension Plan" means the Northwest Airlines Pension Plan for Pilot Employees as
20 amended.

21 183. "NWA seniority list" means the NWA integrated pilots' system seniority list.

22 184. "NWA sick leave bank" means the accumulated sick leave hours of a former NWA pilot
23 under the NWA CBA as of the day preceding October 30, 2008 (or, in the case of a NWA
24 disabled pilot or inactive NWA pilot, as of the day preceding the applicable date under
25 **Section 14 D. 1. d. and e.**).

26 185. "Ocean crossing" means a flight segment:

27 a. across the Atlantic Ocean, or

28 b. across the Pacific Ocean, as follows:

29 1) between the North American continent and the Hawaiian Islands,

30 2) between the Hawaiian Islands and any point west of the 160 degree meridian,

31 3) between the North American continent and a point west of the 160 degree
32 meridian,

33 4) between a Pacific Rim airport and Australia and/or New Zealand,

34 or,

35 c. to or from an airport in South America, as follows:

36 1) between the United States and any point further south of the equator than 3
37 degrees, 30 minutes south latitude on the South American continent, and

38 2) any flight segment scheduled for greater than eight hours to, within or from the
39 South American continent,

40 or,

41 d. to or from an airport in Europe that crosses latitude 36°N. and/or longitude 45°E.,

42 or,

43 e. to or from an airport in Africa, as follows:

Section 2 – Definitions and Glossary

- 1 1) between the United States and any point on the African continent, and
2 2) any flight segment scheduled for greater than eight hours to, within or from the
3 African continent,
4 or,
5 f. to or from an airport in Asia on a flight segment scheduled for greater than eight
6 hours to, within or from the Asian continent,
7 or,
8 g. across the Arctic Ocean, between the North American continent and the Asian
9 continent.
- 10 186. “Ocean crossing pay” means an hourly pay premium paid to a pilot for flight time flown
11 on an ocean crossing flight segment operated on any aircraft that does not pay the highest
12 hourly rate under **Section 3 B. 2.**, provided there is a narrowbody category with an ocean
13 crossing rotation published in the bid package for that month.
14 Exception: Ocean crossing segments between the U.S. mainland and Hawaii will not:
15 a. be considered for the purpose of triggering Ocean crossing pay, or
16 b. receive Ocean crossing pay.
17 Note: An ocean crossing flight segment operated on a narrowbody aircraft as a result of
18 an unscheduled aircraft substitution (i.e., not published in the bid package) will receive
19 Ocean crossing pay. Such substitution does not trigger ocean crossing pay for any other
20 aircraft.
- 21 187. “OE shadow period” means a period of unavailability that is applied to a pilot’s line prior
22 to initial line awards under **Section 11 F. 8.**, during which an award of a rotation(s) or on-
23 call day(s) will be for pay purposes only. Any such rotation(s) or on-call day(s) will
24 remain available to be awarded to another pilot in PBS.
- 25 188. “Off-line deadhead” means travel on a Delta Connection Carrier in category C operations
26 (i.e., pursuant to a prorate agreement) or any carrier other than Delta Air Lines, Inc.
- 27 189. “Off-rotation deadhead” means travel initiated by a pilot, at the beginning or end of a
28 rotation, by means other than the scheduled deadhead segment.
- 29 190. “On-line transportation” means travel on Delta Air Lines, Inc. and Delta Connection
30 Carriers in category A operations (i.e., not a prorate agreement).
- 31 191. “OOA” means Out-of-Area.
- 32 192. “Open time” means a rotation(s) not awarded on a regular line in the initial line awards,
33 or that otherwise becomes available.
- 34 193. “Operating experience” (OE) means performing the duties of Captain or First Officer
35 under the supervision of an LCP under FAR 121.434 (c) and (f).
- 36 194. “Operational crewmember” means a pilot who operates the controls of the aircraft, assists
37 in the operation or control of the aircraft, and/or serves as a relief Captain or relief First
38 Officer.
- 39 195. “Out-of-base pilot” means a pilot who holds the same position at another base.
- 40 196. “Pacific flying” means flying on all routes (a) across the Pacific or Arctic ocean between
41 North America (including Hawaii), on the one hand and Asia or Oceania, on the other
42 hand, (b) between Asia, on the one hand and Oceania, on the other hand, and (c) to/from
43 points within Asia.
- 44 197. “Pacific Theater” means (a) Pacific Flying, as defined by **Section 1 B. 37.** and **2 A. 196.**,
45 (b) flying on all routes between the United States and Hawaii, and (c) flying on all routes

Section 2 – Definitions and Glossary

1 between (i) a point in the United States, and (ii) a point that is west of longitude 145° W
2 (excluding any points in North America) and east of longitude 90° E.

3
4
5 198. “Parent” means any entity that controls another entity.

6 199. “Partner Global Flying” means all flight segments on twin-aisle widebody aircraft or
7 supersonic aircraft operated by a foreign partner (its affiliate(s) or contract carriers)

8 a. that is subject to a profit/loss sharing agreement, as defined by **Section 1 B. 43.**, to
9 which Delta is a party;

10 Exception one: Transborder flights between the mainland United States and Canada
11 or Mexico are not Partner Global Flying;

12 Exception two: Flying that is described in a profit/loss sharing agreement but over
13 which the Company does not have network governance (e.g., Blue Skies Bundle 2), is
14 not Partner Global Flying under **Section 1 39. a.**;

15 or

16 b. in which the Company and a Company affiliate(s) have a combined ownership level
17 (i.e., the percentage of ownership referred to in **Section 1 B. 11. a.**) of 20% or more,
18 and to/from the United States and

19 1) crosses the Atlantic,

20 2) crosses the Arctic,

21 3) crosses the Pacific, or

22 4) operates to/from South America;

23 or

24 c. on any Delta codeshare flight segment, not covered by **Section 1 B. 39. a.** or **b.**,
25 during any month in which the Company or any Company affiliate books or tickets
26 under the Company’s or Company affiliate’s designator code, reserves, blocks, and/or
27 purchases for resale:

28 1) more than 30% of passenger seats on any pair of flight segments in a city pair
29 (e.g., JFK-NBO-JFK, AMS-BOM-AMS) of such foreign air carrier; or

30 2) an average of more than 120 seats per flight segment (e.g., NBO-JFK, BOM-
31 AMS) of such foreign air carrier.

32 Exception: Flight segments on freighter aircraft, combi aircraft that do not carry ticketed
33 passengers, cargo-only flights, ferry flights, scheduled charter flights (other than
34 scheduled charter flights held out for public sale), MAC, and FCFs are not Global Flying.

35 200. “Pay, No Credit” means pay due a pilot that is in addition to all other pay to which the
36 pilot may otherwise be entitled without the pilot receiving any additional credit for such
37 assignment.

38 201. “Permanent residence” means the home where a pilot physically resides on a permanent
39 basis and at which they intend to remain. Evidence of a pilot’s permanent residence
40 includes, but is not limited to, their DBMS residence address and residence address for
41 Company benefits enrollment purposes.

42 202. “Permitted aircraft type” means:

43 a. an aircraft operated by Delta Private Jets as an affiliate of the Company (or a
44 successor to Delta Private Jets that remains an affiliate of the Company), certificated
45 in the United States for 19 or fewer passenger seats and with a maximum certificated
46 gross takeoff weight in the United States of 65,000 or fewer pounds,

Section 2 – Definitions and Glossary

- Exception: Up to five aircraft certificated in the United States for 19 or fewer passenger seats may have a maximum certificated gross takeoff weight in the United States of 99,900 or fewer pounds, and
- b. one of up to 125 aircraft (other than the aircraft in **Section 1 B. 40. a.**) certificated for operation in the United States for 50 or fewer passenger seats and with a maximum certificated gross takeoff weight in the United States of 65,000 or fewer pounds (“50-seat aircraft”), and
 - c. one of up to 102 aircraft configured with 51-70 passenger seats and certificated in the United States with a maximum gross takeoff weight of 86,000 pounds or less (“70-seat aircraft”), and
 - d. one of up to 223 aircraft configured with 71-76 passenger seats and certificated in the United States with a maximum gross takeoff weight of 86,000 pounds or less (“76-seat aircraft”).

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

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

Exception two: In the event the hiring or flow provisions of NWA LOA 2006-10 or LOA #9 cease to be available, either at the feeder carrier affiliate referenced in such LOAs or at another carrier, the number of permitted 76-seat aircraft in **Section 1 B. 40. d.** will be reduced by 35.

203. “Personal drop sick” (PDS) means a personal drop request by a pilot to engage in a routine health maintenance procedure, i.e., ordinary preventative care that does not disqualify a pilot from performing duties as a flight crewmember. PDS requests will be granted at the discretion of the Chief Pilot’s Office.
204. “Physical standards” means the standards established by the FAA for the issuance of a First Class Medical Certificate, including the FAA waiver and restriction policy.
205. “Pilot” means an employee of Delta Air Lines, Inc. whose name appears on the Delta Air Lines Pilots’ system seniority list.

Note: For ease of reading in **Section 1**, the defined term “pilot” may be modified by the word “Delta.” Such modification does not change the meaning of the defined term “pilot.”
206. “Pilot change schedule” (PCS) means a process for the submission of requests for:
 - a. military leave of absence (see **Section 13 D.**)
 - b. personal drop (PD), qualified personal drop (QPD), individual vacation day (IVD), and authorized personal drop (APD) (see **Section 23 I.**)
 - c. swap with the pot (see **Section 23 H.**)
 - d. white slip (see **Section 23 P.**)

Section 2 – Definitions and Glossary

- 1 e. yellow slip (see **Section 23 T.**)
- 2 f. GS and GSWC (see **Section 23 Q.**)
- 3 g. X-day move (see **Section 12 M. 8.**)
- 4 h. additional day off (see **Section 23 S. 16.**)
- 5 i. recovery slip (see **Section 23 J.**)
- 6 207. “Pilot Performance Data” means information generated by an aircraft, system, component
7 or device relating to a pilot’s operation of the aircraft.
- 8 208. “Pilot retiree” means a pilot (or 13 B. 3. pilot) who retired after June 1, 2006 or a former
9 NWA pilot who retired after October 30, 2008.
10 Exception: A NWA disabled pilot is not a pilot retiree.
- 11 209. “Pilot-to-pilot swap board” means an electronic system through which a pilot offers
12 and/or executes a rotation drop, swap, and/or pickup with another pilot under
13 **Section 23 F.**
- 14 210. “Pilot Working Agreement” or “PWA” means the basic collective bargaining agreement
15 between Delta Air Lines, Inc. and the air line pilots in the service of Delta Air Lines, Inc.
16 as represented by the Air Line Pilots Association International, together with all effective
17 amendments, supplemental agreements, letters of agreement, and letters of understanding
18 between the Company and the Association.
- 19 211. “Position” means the combination of a pilot’s aircraft type and status.
- 20 212. “PPO Option B” means the plan providing medical and dental benefits that was in effect
21 under the NWA CBA, as amended.
- 22 213. “Pre-merger Delta pilot” means a pilot whose name appeared on the Delta seniority list
23 immediately prior to October 30, 2008.
- 24 214. “Premium pay” means pay as set forth in **Section 23 U.** applicable to:
 - 25 a. an inversely assigned rotation or flight segment(s).
 - 26 b. a GS rotation.
 - 27 c. a GSWC rotation.
- 28 215. “Pre-tax income” (PTIX) means, for any calendar year, the Company’s consolidated pre-
29 tax income calculated in accordance with Generally Accepted Accounting Principles in
30 the United States and as reported in the Company’s public securities filings but
31 excluding:
 - 32 a. all asset write downs related to long term assets,
 - 33 b. gains or losses with respect to employee equity securities,
 - 34 c. gains or losses with respect to extraordinary, one-time or non-recurring events, and
 - 35 d. expense accrued with respect to the profit sharing plan.
- 36 216. “Proffer,” for purposes of **Section 23**, means an offer of an award or assignment made by
37 the Company to a pilot that the pilot, in their discretion, may accept or decline.
- 38 217. “Proficiency check” (PC) means any of the following validation or evaluation events in
39 the simulator or Flight Training Device administered under the AQP:
 - 40 a. Procedures Validation (PV)
 - 41 b. Maneuvers Validation (MV)
 - 42 c. Line Operational Evaluation (LOE)
- 43 Note: MV and LOE for a pilot obtaining a type rating are not proficiency checks.
- 44 218. “Proficiency check pilot” (PCP) means:
 - 45 a. a pilot who is selected by the Company and designated by the FAA and authorized to
46 administer proficiency checks in other than line operations, and/or

Section 2 – Definitions and Glossary

1 b. an NSLI who is selected by the Company and designated by the FAA and authorized
2 to administer proficiency checks in other than line operations under **Section 11 D.**

3 219. “Profit/loss sharing agreement” means an agreement or arrangement in which the
4 Company or a Company affiliate shares in the economic performance of one or more
5 other carriers and/or of its or their affiliate or affiliates, through incremental revenue
6 sharing or the sharing of profits or losses in connection with the Company’s and the other
7 carrier or carriers’ carriage of passengers. An agreement or arrangement that constitutes
8 an industry standard interline agreement, a codeshare agreement with a carrier engaged in
9 international partner flying in which there is no sharing in the economic performance of
10 the carrier’s flying through incremental revenue sharing or the sharing of profits or
11 losses, a prorate agreement, a sales/super commission agreement, the Hawaiian and
12 Alaska marketing agreements, and an arrangement between the Company and any
13 Company affiliate and one or more Delta Connection Carriers is not a profit/loss sharing
14 agreement.

15 220. “Projection” means the sum of a pilot’s accumulated credit and remaining scheduled
16 credit within the bid period.

17 221. “Projected number of regular lines” means the total scheduled block and credit hours in a
18 category added to a percentage of the total known absence hours in such category,
19 divided by the ALV for such category.

20 Note: The percentage of total known absence hours will be determined by the Director –
21 Crew Resources & Scheduling with the purpose of determining the most accurate
22 projected number of regular lines. The Company will provide advance notice of any
23 intent to change such percentage in a category, and will meet and confer upon request
24 with the Association to mutually review the reason for the change and to demonstrate the
25 increased accuracy of the calculation.

26 222. “Projected number of reserve lines” means the difference between the total number of
27 pilots on a published category list and the projected number of regular lines for such
28 category.

29 223. “Pro rata portion of the ALV” means the ALV for a position divided by the number of
30 days in a bid period.

31 224. “Pro rata portion of the reserve guarantee” means the reserve guarantee for a position
32 divided by the number of days in a bid period.

33 225. “Prorate Agreement” means an agreement between the Company or a Company affiliate
34 and another carrier or its affiliate for the proration of interline revenue between them,
35 under a standard interline prorate formula, and in a manner that provides no economic
36 benefit to the Company other than from the carriage of passengers by the Company. The
37 term “economic benefit” does not include the reimbursement of distribution costs or
38 industry standard interline service charges.

39 226. “Purchased vacation” means the vacation days that a pilot receives as a result of a full
40 service bank transaction.

41 227. “QHCP certificate” means written verification from a QHCP, with whom a pilot has a
42 bona fide patient relationship, indicating in general terms the nature of the pilot’s
43 sickness.

44 228. “Qualification training” means training necessary to create a position qualification (i.e.,
45 initial, transition, upgrade, requalification, transoceanic ground school).

Section 2 – Definitions and Glossary

- 1 229. “Qualified health care professional” (QHCP) means a licensed and credentialed medical
2 professional who holds one of the following degrees:
3 a. A.P.R.N.,
4 b. D.C.,
5 c. P.A. – C., or
6 d. PhD, and is credentialed as a licensed clinical psychologist.
- 7 230. “Qualified SLI” means an SLI who can function as the instructor of record.
- 8 231. “Quarterly continuing qualification training” (QCQ) means distributed training that is
9 completed quarterly to maintain position qualification under the Company’s Advanced
10 Qualification Program (AQP).
- 11 232. “RAW value grouping” means a range of RAW values for each category in each bid
12 period determined by mutual agreement between the Director – Crew Resources and
13 Scheduling and the MEC Scheduling Committee Chairman, and made available no later
14 than the last day of the prior bid period.
- 15 233. “Recalled-medical hold” means the status of a pilot who is unable to present the
16 Company with a First Class Medical Certificate within 30 days of receipt of their notice
17 of recall.
- 18 234. “Recency” or “recency of experience” means the requirement of a Captain or First
19 Officer to make at least three takeoffs and landings within a 90-day period under FAR
20 121.439.
- 21 235. “Recovery slip” means a request by a regular pilot to be awarded open time under
22 **Section 23 J.** in lieu of being assigned recovery flying under **Section 23 K. I.**
- 23 236. “Redeye flight segment,” for purposes of **Sections 8 and 12**, means an eastbound
24 unaugmented flight segment that intrudes the pilot’s WOCL, or that touches 0200-0359
25 as the aircraft flies through the air.
- 26 237. “Reestablishment of recency” means the training and checking required under FAR
27 121.439 to reestablish qualifications that have lapsed due to lack of recency.
- 28 238. “Regular pilot” means a pilot who holds a regular line.
- 29 239. “Release” means:
30 a. for purposes of determining a pilot’s break-in-duty, the later of:
31 1) 30 minutes after the block-in of their last flight segment, or
32 2) the actual time the pilot is released by the Company (after completion of any
33 additional duty required by the Company) to begin a rest period sufficient to
34 break their duty period under **Section 12 G.**
35 b. for purposes of determining a pilot’s duty period credit and rotation credit, the later
36 of:
37 1) 30 minutes after the actual block-in of the pilot’s last flight segment,
38 2) 30 minutes after the adjusted block-in of the pilot’s last flight segment determined
39 by adding the scheduled block time of such flight segment to the later of the
40 scheduled or actual departure time of such flight segment, or
41 3) the actual time the pilot is released by the Company (after completion of any
42 additional duty required by the Company) to begin a rest period sufficient to
43 break their duty period under **Section 12 G.**
- 44 240. “Relief Captain” means a Captain who is current in their position and augments a crew.
- 45 241. “Relief crew” means a relief Captain and a relief First Officer, collectively.

Section 2 – Definitions and Glossary

- 1 242. “Relief First Officer” means a type rated First Officer who is current in their position and
2 augments a crew.
- 3 243. “Remediated aircraft block hours” means, for purposes of **Section 1 O.**, the aircraft block
4 hours resulting from a shortfall in Delta Global Flying that is remedied or cured with
5 additional twin-aisle widebody pilot staffing consistent with **Section 1 O. 9.** Remediated
6 aircraft block hours will be distributed evenly across each quarter of the violation period.
- 7 244. “Remediation period” means, for purposes of **Section 1 O.**, a period of time, in bid
8 periods, during which additional pilot staffing required under **Section 1 O. 9.** is in effect.
9 This period begins upon the conversion of the required number of additional pilots and
10 lasts for as many months as the applicable violation period.
- 11 245. “Report” means the later of the actual or scheduled time that a pilot begins duty. Such
12 scheduled time is:
- 13 a. one hour before the scheduled departure of the first:
14 1) non-trans-oceanic flying segment.
15 2) deadhead on on-line transportation or a Delta Connection Carrier (including an
16 ocean crossing deadhead that originates within the continental United States).
17 b. 90 minutes before the scheduled departure of the first:
18 1) trans-oceanic flight segment, (including an ocean crossing deadhead that
19 originates outside the continental United States).
20 2) off-line deadhead segment other than a Delta Connection Carrier.
21 Exception: Flight segments to/from Hawaii will have a 60-minute report.
- 22 246. “Reroute” means:
- 23 a. alteration of a pilot’s rotation or portion thereof due to irregular operations to:
24 1) delete a previously scheduled flight segment(s), and/or
25 2) add a flight segment(s) that is not open time (including flying removed from open
26 time),
27 or
28 b. alteration of a pilot’s rotation or portion thereof to:
29 1) delete a previously scheduled flight segment(s), and/or
30 2) add a flight segment(s) under **Section 23 N. 24.** or **O. 18.**;
31 and
32 c. notification to the pilot, after the airborne departure of his first flight segment, of such
33 alteration.
- 34 Note: An alteration in the departure, enroute or arrival time of a scheduled flight segment
35 does not constitute a reroute.
- 36 247. “Reserve assignment weighting” (RAW) means a value assigned to a reserve pilot that is
37 based on his accumulated credit in a bid period, his CROC days in a bid period, and his
38 number of short call credits in a bid period. A reserve pilot’s RAW is used as part of the
39 process of sequencing him for assignment to open time. Such value will be calculated
40 using the following formula, rounded to the nearest integer:
41 Reserve assignment weighting = $[(A \div C) \times 75] + [(B \div D) \times 100] + (E \times 5)$, where:
42 A = the reserve pilot’s credit hours accumulated in the bid period plus prorated credit
43 hours associated with his period of unpaid absence and/or vacation and/or training
44 (other than qualification or distributed training), if any. The number of prorated
45 hours associated with his period of unpaid absence and/or vacation and/or training
46 (other than qualification or distributed training) will be determined by multiplying the

Section 2 – Definitions and Glossary

number of days of his unpaid absence and/or vacation and/or training (other than qualification or distributed training) by the reserve guarantee and then dividing that product by 30 or 31 (days of the bid period).

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

C = the reserve guarantee.

D = number of on-call days in a full month of reserve.

E = the number of short call periods for which the pilot has been credited in the bid period.

248. “Reserve day” means a day on which a reserve pilot is scheduled to be on either an on-call day or an X-day.

249. “Reserve pilot” means a pilot who holds a reserve line.

250. “Reserve pro rata share” means the reserve guarantee divided by the associated number of on-call days in a bid period on a reserve line.

251. “Reserve utilization order” (RUO) means an order of assigning open time to reserve pilots, within days-of-availability groupings, that is based upon a comparison of their RAW value groupings.

252. “Rest facility” means an on-board crew rest accommodation for aircraft used on flights requiring a relief pilot or relief crew.

a. “Class 1 rest facility” means a bunk or other surface that allows for a flat sleeping position and is located separate from both the flight deck and passenger cabin in an area that is temperature-controlled, allows the flightcrew member to control light, and provides isolation from noise and disturbance.

b. “Class 2 rest facility” means a seat in an aircraft cabin that allows for a flat or near flat sleeping position, is separated from passengers by a minimum of a curtain to provide darkness and some sound mitigation, and is reasonably free from disturbance by passengers or flightcrew members.

c. “Class 3 rest facility” means a seat in an aircraft cabin or flight deck that reclines at least 40 degrees and provides leg and foot support.

Note one: The FAA will determine the classification of each on-board crew rest accommodation.

Note two: In the event of a change to the definition of a rest facility under FAR 117, the parties agree to meet and confer regarding such changes.

253. “Retired” means the termination of employment of a pilot (or 13 B. 3. pilot) after attaining age 50 but prior to:

- a. death,
- b. resignation or quit,
- c. discharge by the Company,
- d. failure to return to work:

1) upon expiration of approved medical or military leave of absence,

2) upon recall after furlough, or

3) before the date of the expiration of re-employment rights required by law,

Section 2 – Definitions and Glossary

- 1 or
2 e. expiration of furlough status without a return to work.
3 Note: A NWA disabled pilot is not considered retired.
4 254. “Rotation” means a duty period, or series of duty periods, that is identified by number
5 and scheduled to begin and end at a pilot’s base, and all the flight segments contained
6 therein. The release of a regular pilot for a break-in-duty at their base that is within such
7 a series of duty periods (“in base layover”) will not end their rotation.
8 255. “Rotation guarantee” means the pay guarantee under **Section 4 F.**
9 256. “Savings Plan” means the Delta 401(k) Retirement Plan.
10 257. “Scheduled block hour” means an hour of scheduled block time.
11 258. “Scheduled block times” means the greater of the flight times set forth in the:
12 a. Company operating schedules, or
13 b. bid package.
14 259. “Scheduled flight” means a flight published in the bid package or shown in the
15 Company’s operating schedules and extra sections thereof.
16 260. “Scheduled legal duty leave” means legal duty leave that is reported by the pilot to the
17 Company prior to the close of line bidding for the bid period in which the legal duty
18 leave is scheduled to occur, and that the Company, at its discretion, places on the pilot’s
19 schedule prior to the close of line bidding for such bid period.
20 261. “Seniority” means a pilot’s number on the seniority list.
21 262. “Seniority date” means the date of a pilot’s seniority as shown on the seniority list.
22 263. “Seniority list” means the Delta Air Lines Pilots’ system seniority list.
23 264. “Seniority list instructor” (SLI) means an instructor who is a pilot.
24 Exception: An instructor who is a pilot currently receiving long term disability benefits
25 under the D&S Plan (including the NWA LTD Plan) cannot be an SLI.
26 265. “Service provider” means any entity, other than the Company, that provides any services
27 for the 401(k) Plan and/or MBCBP including, but not limited to, the record-keeper and
28 trustee.
29 266. “Sick” means disabled due to sickness, as defined in **Section 14 A. 17.**
30 267. “Sick leave shadow period” means a period of unavailability that is applied to a pilot’s
31 line prior to initial line awards under **Section 14 H.**, during which an award of a
32 rotation(s) or on-call day(s) will be for pay purposes only. Any such rotation(s) or on-
33 call days(s) will remain available to be awarded to another pilot in PBS.
34 268. “Sick leave year” means the period from June 1 of each year to the subsequent May 31.
35 269. “Sickness” means any personal medical condition of a pilot, physical or mental, that
36 disables the pilot from performing duties as a flight crewmember.
37 Note: Sickness does not include routine health maintenance procedures, i.e., ordinary
38 preventative care that does not disqualify a pilot from performing duties as a flight
39 crewmember.
40 270. “Sick occurrence” means the period between the time a pilot calls in sick and the time
41 that they call in well.
42 Note: Regular line days off and reserve X-days within a sick occurrence will not be
43 considered to be sick leave.
44 271. “Single operating certificate” (SOC) means the date on which the FAA issues the
45 Company an operating certificate that grants the authority to conduct flight operations of
46 the Company and Northwest as a single airline.

Section 2 – Definitions and Glossary

- 1 272. “SLI duty period” means one of the following when performed by an SLI:
- 2 a. one FTD or simulator period including brief and debrief.
- 3 b. one training and/or evaluation event in an aircraft including brief and debrief.
- 4 c. a VF(s) and/or an FCF(s), not to exceed 10 hours.
- 5 d. a day of Company business away from his training center.
- 6 e. a duty period of up to 13 scheduled hours and 15 actual hours during which an SLI
- 7 deadheads to and/or from a training location and performs SLI duties.
- 8 f. a period consisting solely of deadheading to or from a training location.
- 9 g. service as part of a crew complement for one FTD or simulator period, including brief
- 10 and debrief.
- 11 h. up to eight hours (exclusive of meal break) of office duties or special projects (an
12 “office day”).
- 13 Note: An SLI may be required to perform any SLI duties during their office day or
14 additional SLI duties that have arisen on short notice during his SLI duty period. Such
15 SLI will be credited with an additional SLI duty period only if they are required to remain
16 on duty in excess of eight hours (exclusive of meal break).
- 17 273. “Soft non-fly day” means a non-fly day other than a hard non-fly day (i.e., a day on
18 which a pilot may be inversely assigned to a rotation).
- 19 274. “South America” means, for purposes of **Section 1 O.** and related definitions in this
20 Section, the continent bordering the Republic of Panama to the south.
- 21 275. “Supersonic aircraft” means an aircraft that can achieve cruise speeds above Mach .95.
- 22 276. “Standard deviation” means an index of variability as set forth in *Robert L. Winkler and*
23 *William L. Hays, Statistics, Probability, Inference and Decision, 164-5 (2d Ed. 1975)*.
- 24 277. “Standing bid” means a pilot’s order of category preferences, as they exist in DBMS, for
25 AEs, MDs, and VDs. A pilot’s category preferences may include:
- 26 a. a minimum acceptable relative seniority ranking (by number or percentage) in the
27 category (including his own category),
- 28 b. a specification for “regular line only”, or
- 29 c. his willingness to be displaced in lieu of a pilot who is junior to him and in his
30 category.
- 31 278. “Status” means a pilot’s rank as Captain or First Officer.
- 32 279. “Subsidiary” means any entity that is controlled by another entity.
- 33 280. “Sufficient qualifications” means the requirements imposed by law and this PWA to
34 enter training or serve as a pilot for Delta Air Lines, Inc.
- 35 281. “Supplemental vacation” means the vacation days that a pilot receives (for use in the
36 current or following vacation year) under **Section 23 S. 16**.
- 37 282. “Survivor” or “eligible survivor” means the spouse or child of a deceased pilot, 13 B. 3.
38 pilot, or pilot retiree, as defined in the D&S Plan.
39 Exception: The spouse or child of a deceased NWA disabled pilot is not a survivor or
40 eligible survivor as those terms are defined in the D&S Plan.
- 41 283. “Targeted line value” (TLV) means a 12 bid period rolling average of the ALV for a
42 position that will be between 73 and 78 hours (inclusive).
- 43 284. “Theater,” for purposes of **Section 12**, means a geographical area in which the distance
44 between a pilot’s FDP departure point and arrival point differ by no more than 60 degrees
45 longitude, as defined or subsequently amended under FAR 117.
- 46 285. “Theater qualification” means a program for qualification of pilots in a specified area of

Section 2 – Definitions and Glossary

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

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

286. “Time away from base” means the period beginning with report at base and ending upon release at base.

Exception: The “time away from base” of a pilot who is assigned to training away from base will end at block-in at their base.

Note: See **Section 11 I. 3.** (travel to training), **Section 23 P. 6.** (out-of-base white slips) and **Section 23 Q. 13.** (out-of-base green slips).

287. “Top-up disability benefit” means the supplemental disability benefit payable to a former NWA pilot under **Section 26 N. 4.**

288. “Total projected costs” for the DPMP for each calendar year will be determined by an actuary selected by the Company and will be developed from the combined experience of a population composed of all of the Company's active pilots participating in medical and dental plans excluding HMOs and fully insured options. The Company's actuary will use reasonable actuarial assumptions and methods that are designed to determine such total projected costs in the actuary's best professional judgment. By June 15th of each year, the Company will provide to the Association the actuary's detailed preliminary determination of what the total projected costs will be for the following calendar year. The Association may provide comments on such analysis by July 7th, and the Company's actuary will consider such comments in making its final determination of total projected costs. The methodology for calculating DPMP base rate premiums and relative values will be as follows:

a. Total projected claims cost for all Company-sponsored health plans using pilot only historical paid claims and enrollment experience and applying actuarial adjustments. Actuarial adjustments to include the following items: healthcare cost trends, paid-to-incurred adjustments, enrollment changes, plan design changes, program changes, and other adjustments deemed necessary based on actuarial standards of practice and judgement (made in consultation with ALPA's actuary).

b. Allocate total projected claims cost to determine each plan's claims cost using each plan's utilization adjusted actuarial value. This method accounts for the different utilization by plan exhibited when a group insurance rating pool is split by plan option.

c. Adjust each plan's claims cost to reflect cost containment plan features. Plan features include items such as prescription drug list, supply limits, prior authorization, and network discount differences. For each change to a cost-containment feature or program of the plan, ALPA will be provided a description of the feature/program and the expected cost impact of such change.

d. Add administrative and program fees applicable to DPMP. Fees include items such as network and claims administration, utilization and care management programs, third party vendor programs, and other program costs that applies to DPMP.

Section 2 – Definitions and Glossary

1 Note one: The calculations and the underlying data utilized to make the above
2 calculations are subject to examination by ALPA and its actuary.

3 Subsequent DPMP premium adjustments, beginning for the 2024 plan year, will be based
4 on pilot-only claims experience in all Company-sponsored health plans.

5 Note two: If changes to health plans affect relative values, the Company and ALPA's
6 R&I Committee will meet to review new relative values.

7 289. "Training" means a Company-sponsored program of instruction and/or evaluation
8 required by an AQP, the Company, or the FARs (e.g., recency, qualification training,
9 CQ, distributed training).

10 290. "Training day(s)" means a day(s) in which a pilot is scheduled to:
11 a. attend continuous training.
12 b. travel between their base and the training location.

13 291. "Training Golden Day" means a day which may not conflict with a pilot's training
14 footprint.

15 292. "Trans-oceanic duty period" means a duty period that contains an ocean crossing
16 (including deadheading).

17 293. "Twin-aisle widebody aircraft" means, for purposes of **Section 1 O.** and related
18 definitions in this Section, any aircraft that has more than one aisle.

19 294. "Unanticipated accident leave" means accident leave for the current or subsequent bid
20 period that is reported to the Company by a pilot after the line award for the bid period.

21 295. "Unanticipated sick leave" means sick leave for the current or subsequent bid period that
22 is reported to the Company by a pilot after the line award for the bid period.

23 296. "Unassigned pilot" means a pilot in excess of PWA staffing requirements who is
24 assigned to an aircraft type and base but does not currently hold a status.

25 297. "Unaugmented Operation" means a flight segment that does not utilize a relief First
26 Officer, relief Captain, or relief crew.

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

29 299. "Unscheduled legal duty leave" means legal duty leave that the Company does not place
30 on a pilot's schedule prior to the close of line bidding for the bid period in which the legal
31 duty leave is scheduled to occur.

32 300. "Vacation bank hours" means the hours in a pilot's vacation bank. Such vacation bank
33 hours will be equal to:

34 a. 4:00 for each day of a pilot's earned vacation, together with purchased and
35 supplemental vacation for use in the current vacation year for the 2023-2024 vacation
36 year.

37 b. 4:15 for each day of a pilot's earned vacation, together with purchased and
38 supplemental vacation for use in the current vacation year, effective April 1, 2024.

39 c. 4:35 for each day of a pilot's earned vacation, together with purchased and
40 supplemental vacation for use in the current vacation year, effective April 1, 2025.

41 301. "Vacation period" means a portion(s) of the combination of a pilot's earned, purchased
42 and supplemental vacation that is designated by the pilot as:

- 43 a. primary,
44 b. secondary,
45 c. tertiary,
46 d. quaternary, or

Section 2 – Definitions and Glossary

- 1 e. quinary.
- 2 302. “Vacation year” means the period that begins on April 1st each year and ends on the
3 following March 31st.
- 4 303. “Verification flight” (VF) means flying that is performed to determine whether a
5 maintenance repair action has successfully resolved the pertinent problem, provided such
6 flying does not involve:
7 a. the planned use of abnormal or special checklists, or
8 b. determinations of the airworthiness of major system items or troubleshooting.
- 9 304. “Violation period” means, for purposes of **Section 1 O.**, a measurement period during
10 which there is a shortfall between the number of Delta’s aircraft block hours and the total
11 aircraft block hours required of Delta under **Section 1 O.**
- 12 305. “White slip” means a request by a regular pilot to be awarded open time under
13 **Section 23 P.**
- 14 306. “Widebody” means an aircraft type under **Section 22 A. 3. a. –f.**
- 15 307. “Window of circadian low” (WOCL) means the period between 0200 and 0559 (pilot
16 acclimated time).
- 17 308. “Within days-of-availability groupings” means an order of assigning open time under
18 **Section 23 N.** or **O.** to reserve pilots based upon a comparison between each pilot’s days-
19 of-availability and the length of the rotation.
- 20 309. “Within least disruption groupings” means an order of assigning open time to reserve
21 pilots for whom such assignment would extend into their regular line and conflict with a
22 rotation(s). Such pilots will be sequenced for assignment by least number of rotation
23 days to be dropped.
- 24 310. “Within least intrusion groupings” means an order of assigning open time to reserve
25 pilots for whom such assignment would extend into their regular line days-off, but would
26 not extend into a rotation(s). Such pilots will be sequenced for assignment by least
27 number of days interrupted.
- 28 311. “X-day” means a 24-hour duty-free period at a pilot’s base, on a reserve line.
- 29 312. “Year” means a calendar year.
- 30 313. “Yellow slip” means a request by a reserve pilot to:
31 a. become first in sequence for assignment:
32 1) to a specific rotation(s) (in seniority order within RUO among pilots submitting
33 yellow slips for such assignment), or
34 2) on a specific date(s) (in seniority order within RUO among pilots submitting
35 yellow slips for such assignment),
36 b. become first in sequence for conversion to short call at a specific time(s) and/or on a
37 specific date(s) under **Section 23 S. 2. c. Note two**, or
38 c. be awarded up to two additional on-call days.
39 d. be awarded short call periods from reserve open time.
40 e. be awarded “Reserve with Conflict” rotations
41 f. be awarded a voluntary airport standby period (VAS)

Section 2 – Definitions and Glossary

B. Acronyms

1. “ACARS” – Automated Communication and Reporting System
2. “ADG” – Average Daily Guarantee
3. “AE” – Advance Entitlement
4. “ALPA” – Air Line Pilots Association, International
5. “ALV” – Average Line Value
6. “AME” – Aviation Medical Examiner
7. “AQP” – Advanced Qualification Program
8. “APD” – Authorized Personal Drop or Aircrew Program Designee
9. “ATP” – Airline Transport Pilot
10. “CME” – Company Medical Examiner
11. “COBRA” – Consolidated Omnibus Budget Reconciliation Act
12. “COMAT” – Company Material
13. “CROC” – Credited Reserve On-Call Day
14. “CQ” – Continuing Qualification Training
15. “CTS” – Corporate Travel Services
16. “CVR” – Cockpit Voice Recorder
17. “D&S Plan” – Delta Pilots Disability and Survivorship Plan
18. “DBMS” – Data Base Management System
19. “DHS” – Director of Health Services
20. “DL” – Delta
21. “DP” – Duty Period
22. “DPA” – Duty Period Average
23. “DPAC” – Delta Pilots Assistance Committee
24. “DP-HDHP” – Delta Pilots High Deductible Health Plan
25. “DPMP” – Delta Pilots Medical Plan
26. “EASK” – Equivalent Available Seat Kilometers
27. “EOM” – End of Month
28. “ERC” – Event Review Committee
29. “FAA” – Federal Aviation Administration
30. “FAM” – Flight Advisory Message
31. “FAR” – Federal Aviation Regulation
32. “FCF” – Functional Check Flight
33. “FDP” – Flight Duty Period
34. “FFDR” – Fitness for Duty Report
35. “FICA” – Federal Insurance Contributions Act
36. “FOQA” – Flight Operations Quality Assurance
37. “FRB” – Fitness Review Board
38. “FRMS” – Fatigue Risk Management System
39. “FRMT” – Fatigue Risk Management Team
40. “FSA” – Flexible Spending Account
41. “FTD” – Flight Training Device
42. “GS” – Green Slip
43. “GSWC” – Green Slip With Conflict
44. “HA” – Hawaiian Airlines, Inc.

Section 2 – Definitions and Glossary

- 1 45. “HMO” – Health Maintenance Organization
- 2 46. “IA” – Inverse Assignment
- 3 47. “IAWC” – Inverse Assignment With Conflict
- 4 48. “IFOT” – International Flying Optimization Team
- 5 49. “IOE” – Initial Operating Experience
- 6 50. “IROPS” – Irregular Operations
- 7 51. “IRS” – Internal Revenue Service
- 8 52. “IVD” – Individual Vacation Day
- 9 53. “LCA” – Line Check Airman
- 10 54. “LCP” – Line Check Pilot
- 11 55. “LCW” – Line Construction Window
- 12 56. “LOE” – Line Operational Evaluation
- 13 57. “LTD” – Long Term Disability
- 14 58. “LVP” – Line Validation Pilot
- 15 59. “MAC” – Military Airlift Charter
- 16 60. “MBCBP” – Market Based Cash Balance Plan
- 17 61. “MD” – Mandatory Displacement
- 18 62. “MEC” – Master Executive Council
- 19 63. “MED” – Malaria endemic destination
- 20 64. “MLOA” – Military Leave of Absence
- 21 65. “MPPP” – Delta Pilots Money Purchase Pension Plan
- 22 66. “MRO” – Medical Review Officer
- 23 67. “MV” – Maneuvers Validation
- 24 68. “NME” – Neutral Medical Examiner
- 25 69. “NSLI” – Non-Seniority List Instructor
- 26 70. “NTSB” – National Transportation Safety Board
- 27 71. “OE” – Operating Experience
- 28 72. “OSS” – Operations Support System
- 29 73. “PBS” – Preferential Bidding System
- 30 74. “PBSPR” – PBS Premium Rotation
- 31 75. “PC” – Proficiency Check
- 32 76. “PCP” – Proficiency Check Pilot
- 33 77. “PCS” – Pilot Change Schedule
- 34 78. “PD” – Personal Drop
- 35 79. “PDS” – Personal Drop Sick
- 36 80. “PME” – Pilot Medical Examiner
- 37 81. “PMX” – Plan Medical Examiner
- 38 82. “PS” – Positive Space
- 39 83. “PTIX” – Pre-Tax Income
- 40 84. “PWA” – Pilot Working Agreement
- 41 85. “QCQ” – Quarterly Continuing Qualification Training
- 42 86. “QHCP” – Qualified Health Care Professional
- 43 87. “QPD” – Qualified Personal Drop
- 44 88. “RAP” – Reserve Availability Period
- 45 89. “RAW” – Reserve Assignment Weighting
- 46 90. “RLL” – Reduced Lower Limit

Section 2 – Definitions and Glossary

- 1 91. “RUO” – Reserve Utilization Order
- 2 92. “SAQ” – Special Airport Qualification
- 3 93. “SLI” – Seniority List Instructor
- 4 94. “SPC” – Strategic Planning Committee
- 5 95. “SS” – Silver Slip
- 6 96. “SVP” – Senior Vice President
- 7 97. “TQ” – Theater Qualifications
- 8 98. “TLV” – Targeted Line Value
- 9 99. “VAS” – Voluntary Airport Standby
- 10 100. “VD” – Voluntary Displacement
- 11 101. “VF” – Verification Flight
- 12 102. “VPN” – Virtual Private Network
- 13 103. “VRU” – Voice Response Unit
- 14 104. “WOCL” – Window of Circadian Low
- 15 105. “XCM” – Extra Crew Member

1 SECTION 3

2

3 COMPENSATION

4

5 A. Definitions

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

Section 3 - Compensation

- 1 9. "Longevity" means all time beginning at date of employment as a pilot, and
2 ending at termination of employment as a pilot, retirement as a pilot, or death.
3 Exception one: For purposes of vacation, sick leave, and pass benefits, the
4 longevity of a pilot who transferred from another Company department will begin
5 on their most recent date of employment with the Company.
6 Exception two: Longevity (including vacation and sick leave) does not include
7 periods during which a pilot remains on furlough due to their decision to bypass
8 recall.
9 Exception three: On October 30, 2008, a former NWA pilot will receive
10 longevity credit as it existed at Northwest immediately prior to October 30, 2008
11 in addition to longevity credit for any periods of furlough that occurred on or after
12 July 31, 1992 (excluding any periods of furlough bypass) and up to 90 days of
13 credit for the difference in points of time between when such pilot was hired as a
14 pilot and when a pilot in their new-hire class first completed an initial OE.
15 10. "Ocean crossing pay" means an hourly pay premium paid to a pilot for flight time
16 flown on an ocean crossing flight segment operated on any aircraft that does not
17 pay the highest hourly rate under **Section 3 B. 2.**, provided there is a narrowbody
18 category with an ocean crossing rotation published in the bid package for that
19 month.
20 Exception: Ocean crossing segments between the U.S. mainland and Hawaii will
21 not:
22 a. be considered for the purpose of triggering Ocean crossing pay, or
23 b. receive Ocean crossing pay.
24 Note: An ocean crossing flight segment operated on a narrowbody aircraft as a
25 result of an unscheduled aircraft substitution (i.e., not published in the bid
26 package) will receive Ocean crossing pay. Such substitution does not trigger
27 ocean crossing pay for any other aircraft.
28 11. "Pay, No Credit" means pay due a pilot that is in addition to all other pay to
29 which the pilot may otherwise be entitled without the pilot receiving any
30 additional credit for such assignment.
31 12. "Pre-tax income" (PTIX) means, for any calendar year, the Company's
32 consolidated pre-tax income calculated in accordance with Generally Accepted
33 Accounting Principles in the United States and as reported in the Company's
34 public securities filings but excluding:
35 a. all asset write downs related to long term assets,
36 b. gains or losses with respect to employee equity securities,
37 c. gains or losses with respect to extraordinary, one-time or non-recurring
38 events, and
39 d. expense accrued with respect to the profit sharing plan.

Section 3 - Compensation

B. Pay Tables

1. A pilot will be paid for flight time in accordance with the composite hourly rates set forth in the pay tables of **Section 3 B. 2.**
2. a. Effective January 1, 2023, composite hourly pay rates will be as follows:

Captain	12	11	10	9	8	7	6	5	4	3	2	1
B-777	417.54	414.40	411.28	408.16	405.02	401.92	398.78	395.68	392.52	389.39	386.23	383.12
A-350	417.54	414.40	411.28	408.16	405.02	401.92	398.78	395.68	392.52	389.39	386.23	383.12
B-787	417.54	414.40	411.28	408.16	405.02	401.92	398.78	395.68	392.52	389.39	386.23	383.12
A-330-900/300/200	417.54	414.40	411.28	408.16	405.02	401.92	398.78	395.68	392.52	389.39	386.23	383.12
B-767-400ER	417.54	414.40	411.28	408.16	405.02	401.92	398.78	395.68	392.52	389.39	386.23	383.12
B-767-300ER	349.50	345.93	342.25	338.61	336.22	333.46	331.01	328.45	325.68	323.06	320.46	317.76
B-767-300/200	349.50	345.93	342.25	338.61	336.22	333.46	331.01	328.45	325.68	323.06	320.46	317.76
B-757	349.50	345.93	342.25	338.61	336.22	333.46	331.01	328.45	325.68	323.06	320.46	317.76
A-321N	349.50	345.93	342.25	338.61	336.22	333.46	331.01	328.45	325.68	323.06	320.46	317.76
B-737-900	336.89	334.29	331.69	329.24	326.64	324.10	321.57	319.02	316.45	313.90	311.46	309.03
A-321	336.89	334.29	331.69	329.24	326.64	324.10	321.57	319.02	316.45	313.90	311.46	309.03
B-737-800/700	335.13	332.67	330.13	327.65	325.11	322.59	320.10	317.60	315.06	312.52	310.09	307.69
A-320/319	335.13	332.67	330.13	327.65	325.11	322.59	320.10	317.60	315.06	312.52	310.09	307.69
A-220-300	323.39	320.94	318.47	316.02	313.60	311.17	308.74	306.27	303.81	301.37	298.96	296.51
A-220-100	310.15	307.80	305.43	303.08	300.76	298.42	296.10	293.73	291.38	289.03	286.73	284.37
B-717	301.57	299.40	297.08	294.78	292.51	290.24	288.05	285.69	283.51	281.23	278.94	276.90
EMB-195	253.19	251.34	249.39	247.48	245.57	243.66	241.81	239.86	238.05	236.09	234.17	232.45
EMB-190/CRJ-900	215.41	213.82	212.19	210.54	208.93	207.30	205.69	204.05	202.51	200.90	199.23	197.76

Section 3 - Compensation

1 a. January 1, 2023 composite hourly pay rates (continued)

2

First Officer	12	11	10	9	8	7	6	5	4	3	2	1
B-777	285.22	282.62	280.11	276.36	273.38	267.25	260.02	253.59	247.68	241.82	206.65	108.34
A-350	285.22	282.62	280.11	276.36	273.38	267.25	260.02	253.59	247.68	241.82	206.65	108.34
B-787	285.22	282.62	280.11	276.36	273.38	267.25	260.02	253.59	247.68	241.82	206.65	108.34
A-330-900/300/200	285.22	282.62	280.11	276.36	273.38	267.25	260.02	253.59	247.68	241.82	206.65	108.34
B-767-400ER	285.22	282.62	280.11	276.36	273.38	267.25	260.02	253.59	247.68	241.82	206.65	108.34
B-767-300ER	238.71	235.93	233.07	229.26	226.96	221.76	215.81	210.54	205.51	200.62	171.44	108.34
B-767-300/200	238.71	235.93	233.07	229.26	226.96	221.76	215.81	210.54	205.51	200.62	171.44	108.34
B-757	238.71	235.93	233.07	229.26	226.96	221.76	215.81	210.54	205.51	200.62	171.44	108.34
A-321N	238.71	235.93	233.07	229.26	226.96	221.76	215.81	210.54	205.51	200.62	171.44	108.34
B-737-900	230.10	227.98	225.91	222.88	220.51	215.54	209.67	204.47	199.67	194.95	166.60	108.34
A-321	230.10	227.98	225.91	222.88	220.51	215.54	209.67	204.47	199.67	194.95	166.60	108.34
B-737-800/700	228.90	226.87	224.80	221.80	219.46	214.50	208.68	203.59	198.81	194.09	165.91	108.34
A-320/319	228.90	226.87	224.80	221.80	219.46	214.50	208.68	203.59	198.81	194.09	165.91	108.34
A-220-300	220.88	218.89	216.90	213.97	211.68	206.91	201.28	196.32	191.70	187.17	159.95	108.34
A-220-100	211.83	209.92	208.01	205.20	203.01	198.44	193.04	188.27	183.84	179.50	153.40	108.34
B-717	205.96	204.23	202.30	199.56	197.47	193.00	187.80	183.11	178.89	174.63	149.21	108.34
EMB-195	172.95	171.42	169.84	167.55	165.77	162.03	157.66	153.77	150.19	146.62	125.29	108.34
EMB-190/CRJ-900	147.10	145.84	144.48	142.53	141.03	137.85	134.11	130.80	127.76	124.73	108.34	108.34

3

4