

## SECTION 5

### TRAVELING EXPENSES

#### A. Per Diem

1. Domestic per diem is \$1.95 per hour of actual TAFB, prorated on a minute by minute basis. On the first day of the July 2011 bid period, the domestic per diem shall increase to \$2.15 per hour of actual TAFB, prorated on a minute by minute basis.
2. International per diem is \$2.75 per hour of actual TAFB, prorated on a minute by minute basis. On the first day of the July 2011 bid period, the international per diem shall increase to \$2.95 per hour of actual TAFB, prorated on a minute by minute basis.
3. A pilot on a trip that includes one or more legal rest periods shall receive the applicable per diem to offset the cost of meals, laundry and incidental expenses.
4. A pilot assigned base hotel standby shall receive the applicable per diem for the duration of such standby.
5. A pilot who is away from his base on Company assigned non-flying duty, including training, shall be paid per diem for all hours during which he is away from his base for such duty including travel to and from his duty. When this duty is performed within the contiguous 48 states, the per diem shall be paid at the domestic rate; when this duty is performed outside the contiguous 48 states, the per diem shall be paid at the international rate. This per diem shall be paid by submission of a pay log.
6. Except as provided in Section 8.C.3.e. (regarding hotel use in lieu of double deadhead), per diem shall be paid to a pilot who deviates as if he had flown the trip as scheduled.
7. The Company shall reimburse a pilot for authorized reasonable expenses not covered by Section 5.A.3. through A.6. (e.g., authorized transportation, non-contract hotels, reasonable excess baggage charges in regards to an international commercial flight), incurred while on a trip or on Company business away from his base. The Company issued travel card, if accepted, shall be used to pay for these authorized expenses. An expense report shall be submitted within one bid period to document expenses incurred during the preceding bid period.
8. Per diem based on flying activities shall be paid to pilots in the first paycheck in the bid period immediately following the bid period in which the per diem was earned; provided however, that all per diem for a carryover trip shall be paid:
  - a. on the 15<sup>th</sup> of the month in which the carryover trip terminated if the trip terminated before the edit cycle began for that month or;
  - b. on the 15<sup>th</sup> of the following month if the trip terminated after the edit cycle began.

#### B. Lodging and Rest Facilities

1. The Company shall provide a pilot a single occupancy hotel room in the following circumstances:
  - a. between 2 consecutive flights within a trip containing an intermediate stop scheduled to exceed 4 hours.
  - b. at a pilot's election, if, due to operational circumstances, he is projected to experience an actual intermediate stop, from block-in to block-out, that is:
    - i. in excess of 4 hours; and
    - ii. more than one hour greater than the originally scheduled intermediate stop.
  - c. while on hotel standby.
  - d. while away from his base for training or other Company assigned non-flying duty requiring an overnight stay.
  - e. during any legal rest period away from his domicile.

- f. at the conclusion of the revenue portion of a trip, at the pilot's election, when the final duty period of that trip exceeds 10 hours and the pilot is scheduled to deadhead by air to his base as the concluding segment of the trip.
  - i. The room shall be located in the city in which the revenue portion of the trip terminates and the deadhead is scheduled to originate.
  - ii. The pilot is responsible for maintaining his eligibility and legality for a subsequent assignment.
  - iii. Unless operational circumstances preclude it, CRS shall assist the pilot in making his reservation at the contract hotel, or, if unavailable, at another comparable hotel in the same city.
  - iv. Deviation from scheduled deadhead procedures as referenced in Section 8.C.1.h. (End of Trip Deviation), shall be followed.
- g. at the conclusion of a trip at domicile when the trip was scheduled with a layover(s) and is rescheduled as follows:
  - i. the trip has no layover; and
  - ii. the duty time for the trip as rescheduled exceeds 9 hours.
- 2. If a routinely scheduled intermediate stop is scheduled to exceed 2 hours, a suitable rest/break facility shall be provided, except where it is not operationally feasible and it shall meet the following parameters:
  - a. clean and sanitary;
  - b. appropriately climate controlled;
  - c. adequate comfortable seating with at least 3 recliners;
  - d. access to refreshments and snacks; and
  - e. clean, sanitary washrooms with hot and cold running water and toilet facilities.
- 3. The Company agrees to provide pilots lodging facilities consistent with its historical practices. Such facilities permit pilots to receive adequate rest and offer a range of services while at the same time providing the Company with a good and predictable value. At a minimum, the following guidelines shall be considered when contracting hotel accommodations:
  - a. Secure, clean and, when possible, with guaranteed non-smoking rooms. Pilots who smoke in designated non-smoking rooms shall be responsible for room cleaning expenses charged by the hotel, if any;
  - b. 24 hour room service or restaurant availability, or transportation to a dining facility;
  - c. Transportation to the hotel shall be made available within 30 minutes of block-in;
  - d. Access to exercise facilities, if possible, whether on-site, or by arrangement with near by facilities;
  - e. For a scheduled layover of 12 hours or more, locations more distant from the airport with amenities close to the hotel such as dining, recreation and shopping, will be considered as part of the hotel selection process; and
  - f. Free high-speed internet access.
- 4. The Vice President, Flight Operations shall be ultimately responsible for the selection of facilities for which this Section provides.
  - a. The Company shall meet at least quarterly with the MEC Hotel and Catering Committee to evaluate the adequacy of current facilities.
  - b. Addressing Concerns/Problems
    - i. The Company shall promptly investigate complaints from the MEC Hotel and Catering Committee relating to service at any facility. If the investigation reveals a deterioration of service below the acceptable guidelines as stated above, the Company shall take appropriate action to remedy the reported problem or seek alternate facilities. The Company shall advise the MEC Hotel and Catering Committee of its findings and any corrective action taken.

- ii. Should the Company and the MEC Hotel and Catering Committee fail to resolve or address concerns/problems experienced by pilots about the quality or performance of a particular present or proposed lodging facility to the satisfaction of the MEC Hotel and Catering Committee as described above, the MEC Chairman may elect to notify the Vice President, Flight Operations concerning the issue(s). The notification shall be in writing and shall state the unresolved concerns/problems and the Association's position. Upon receipt, the Vice President, Flight Operations shall promptly have the stated unresolved concerns/problems investigated. Within a reasonable time, the Vice President, Flight Operations shall meet with the MEC Chairman at a mutually acceptable date and time to review the results of the investigation and discuss options for dealing with the unresolved concerns/problems. Following the meeting, the Vice President, Flight Operations shall advise the MEC Chairman in writing of what actions, if any, the Company shall take to address the presented concerns.
  - c. If the Company intends to enter into or cancel a contract for lodging facilities for pilots, the Company shall notify the MEC Hotel and Catering Committee. Unless precluded by unforeseen circumstances, notice shall be provided 30 days prior to the execution or cancellation of any contract. The Company and the MEC Hotel and Catering Committee shall discuss at the quarterly meeting, and consult at other times, regarding the suitability of particular lodging facilities/locations or the desired change.
- 5. The Company shall pay for a pilot's hotel room, tax, access charges related to phone calls (local and long distance), and business related telephone calls. All other incidental charges shall be paid by the pilot when checking out. The Company shall arrange direct billing for all designated facilities, and, if possible, for unscheduled accommodations. The pilot shall ensure that the direct bill for his stay includes only expenses that qualify for reimbursement (e.g., no long distance personal calls on direct bill).
- 6. The Company shall maintain and distribute to pilots a list of all approved facilities at stations and alternate locations where pilots are scheduled to receive lodging as provided by this section. This list shall include the facility name, telephone number, scheduled pick up time prior to departure and ground transportation vendor information.
- 7. A pilot shall cancel any scheduled hotel rooms he does not intend to use. If, having canceled his hotel room, a pilot's personal plans change and he needs a hotel room as originally scheduled, he may either re-book his original hotel room, or if unavailable, obtain a hotel room in the same city and be reimbursed for such room up to the contract hotel rate. If the pilot stays in a hotel room, as provided in this paragraph, other than after a revenue trip, he shall notify CRS of his contact numbers. This hotel room shall be paid for using the Company issued Travel Card. This hotel room shall not be charged to the pilot's deviation bank, and shall be documented by the submission of an expense report.
- 8. If the Company becomes aware of circumstances at a hotel property that could preclude pilots from receiving adequate rest (e.g., public demonstration, labor actions), the Company shall attempt to minimize or eliminate the potential disruption (e.g., by relocating pilots, etc.).

#### C. Transportation

The Company shall arrange safe and secure transportation at no cost to the pilot to and from all accommodations required in this Section.

#### D. Alternate Accommodations or Transportation

- 1. If crew accommodations (as described in Section 5.B.), have not previously been made, a pilot shall contact CRS to obtain accommodations. If reservations have not been made, at the pilot's option, he may obtain comparable accommodations at the lowest rate available at the time the reservation is made. If these accommodations cannot be direct billed, pilots are authorized to charge these expenses as provided in Section 5.A.7. (above).
- 2. If transportation required under Section 5.C. (above), is not provided within 30 minutes after block-in, the crew is authorized to obtain transportation and to charge these expenses as provided in Section 5.A.7. (above). If the scheduled transportation from the layover location to the departure airport is not available in time to prevent a departure delay, the crew shall use their best efforts to obtain transportation as provided in Section 5.A.7.

## E. Catering

### 1. Catering for duty periods within a trip shall be provided as follows:

#### a. Domestic Duty Periods

- i. Duty periods between 5:30 and 7:29 hours shall receive a snack.
- ii. Duty periods between 7:30 and 11:29 hours shall receive 1 meal service.
- iii. Duty periods in excess of 11:29 hours shall receive 1 meal and 1 snack.
- iv. Domestic flights shall be catered at the point of origin.
- v. No hot meal service is required on domestic flights.
- vi. Domestic flights shall not be delayed for catering.
- vii. If catering is not delivered by departure time, CRS will attempt to arrange catering down line. If catering required under Section 5.E.1.a.i., ii., or iii. is not delivered down line, the pilot entitled to such catering shall be eligible to expense a meal for up to \$25 upon arrival at the layover city. The pilot shall submit an online Pilot Ops Report (POR) regarding the catering failure and attach a copy of such POR to his expense report in order to secure reimbursement.
- viii. Jumpseaters will not be catered domestically, except as provided in Section 5.E.1.e.

#### b. International Duty Periods

- i. All duty periods shall receive at least a mini-snack. Duty periods between 5:30 and 7:29 hours shall receive a snack.
  - ii. Duty periods between 7:30 and 9:00 hours shall receive 1 meal service.
  - iii. Duty periods in excess of 9:00 hours shall receive 2 meals. One meal shall be hot if the scheduled aircraft is equipped with an oven. Menu selection shall be provided when available.
  - iv. An International flight shall not be delayed for catering if it is scheduled for snack or mini-snack service only, or if it is scheduled to domestic parameters, as provided in Section 12.D.1.b. and D.1.c.i.
  - v. Jumpseaters will be provided one meal on flights where the crew is provided meal service. Generally, meal selection is not available for jumpseaters, however, deviating crewmembers are entitled to meal selection, provided they are both confirmed on the jumpseat and request meal selection at least 12 hours before showtime of the flight. International flights shall never be delayed waiting for jumpseater catering.
  - vi. Menu selection forms will be provided for formalizing crew requests.
  - vii. All international flights are catered by the point of origin.
  - viii. For purposes of catering parameters, Canada, Mexico and Puerto Rico will be considered international locations as far as duty time is concerned, however, meal selection is not available in these locations.
- c. If a domestic flight sequence not otherwise scheduled for catering is scheduled to block-out between 2300 and 0830 local time, such flight shall be catered with a mini-snack at the point of origin. If a pilot's flight sequence otherwise covered by this paragraph, blocks out between 0530 and 0830, such flight sequence shall receive a breakfast snack instead of a mini-snack.
- d. If a flight sequence is scheduled for an intermediate stop for more than 2 hours (from block-in to block-out) at a hub or sort facility with open dining facilities, catering shall not be provided as required by Section 5.E.1.a. However, a flight shall be catered if the individual flight (or flight/deadhead) segments before or after the 2 hour intermediate stop would otherwise require catering as described in Section 5.E.1.a.
- e. If a flight is scheduled to be catered, all Company scheduled deadheading pilots on that flight shall also be catered.
- f. If a pilot on airport standby is assigned a flight, a snack shall be catered for him, regardless of whether the flight would otherwise be eligible for catering.

- g. If a pilot on hotel standby is assigned a flight with a report time less than 1:30 from time of notification, he shall receive a mini-snack at the point of origin.
2. Flights originating from any base, IND, OAK, EWR or AFW shall be catered with hot coffee and at least 1 ice chest containing ice, water and an assortment of juices and sodas. Flights originating from other stations shall be catered with hot coffee, ice and water. All required drinks, including coffee, shall be placed on the aircraft by ground personnel.
3. When operational circumstances warrant, (e.g., hub malfunctions, weather or aircraft maintenance delays, etc.), a Captain operating a flight not scheduled for catering may request that catering be provided. These requests shall not be unreasonably denied.
4. When combined in the same duty period with Company assigned flying, deadhead travel time (air or ground) shall be included in applying the catering provisions contained in Section 5. E.1.a. and E.1.b. Travel from airport to hotel is not ground deadhead (unless the arrival city and the next departure city are different, in which case it may be ground DH).
5. If the Company is required to provide catering, and the location has no FDA-approved inflight kitchen (i.e., it is a "NOCAT" city), the pilot shall, upon submission of an online expense report identifying the NOCAT city, be entitled to \$25 for each occurrence, in lieu of catering. NOCAT cities shall be designated in the bid period package.
6. The Vice President, Flight Operations, or his designee, shall make arrangements for the catering required by this Section. The Company shall meet quarterly with the MEC Hotel and Catering Committee to review catering and discuss possible modifications (e.g., composition and/or quality of mini-snack, snack, meal selections, etc.). Additionally, the Association shall have the ability to meet with the Vice President, Flight Operations, or his designee, at mutually agreeable times and locations regarding catering concerns.

#### F. Parking

The Company shall provide each pilot with a parking space in his domicile (or base in case of an FDA base). If a pilot does not live at his domicile (or base in case of an FDA base), he may request a parking space at the Company airport facility, subject to availability and approval. (For information regarding the parking allowance as a deviation expense, see Section 8.C.3.f.)

#### G. Temporary Vacancy Expenses

The following additional provisions apply to a pilot holding a temporary vacancy:

1. The Company shall provide a pilot holding a temporary vacancy with:
  - a. Deadhead transportation between his base and the domicile of his temporary vacancy at the beginning and end of the temporary vacancy; and
  - b. Business Jumpseat status to and from the domicile of his temporary vacancy for the duration of the pilot's temporary vacancy.
2. A pilot awarded or assigned a temporary vacancy shall be provided a single occupancy hotel room, as described in Section 5.B.2., for the duration of the temporary vacancy.
3. A pilot awarded or assigned a temporary vacancy shall be paid per diem for all on- and off-duty periods for the duration of the temporary vacancy. The rate of per diem for off-duty periods and for on-duty periods for which the pilot otherwise would not be entitled to per diem shall be determined by the location of the temporary vacancy domicile, in the same manner as described in Section 5.A.5.

#### H. FDA Expenses

The following additional provisions shall apply to a pilot holding an FDA assignment:

1. A pilot, and dependents who relocate to the FDA location, shall be provided one way air transportation to the FDA location prior to the commencement of the assignment and return transportation to the pilot's domicile at the conclusion of his assignment.
2. A pilot may book 1 round trip business jumpseat during each quarter between the FDA location and any other location designated by the pilot.

I. Lost and Damaged Baggage

In case luggage (including the contents of the luggage) is lost or damaged on a commercial flight, the pilot shall first file a claim with the airline following the airline's policy for luggage claims. If the airline denies the claim, or portion thereof, because the ticket was not a privately purchased full fare ticket, the pilot should submit airline documentation to his ACP with a claim for the difference between what the airline would have paid a full fare passenger and what the airline actually paid for the claim. The Company shall pay this difference.