

SECTION 25

SCHEDULING

Definitions:

FUNCTION

A subroutine in pairing generation software designed to accomplish a particular task. Some functions have variable settings that allow the user to adjust the influence they have on a particular pairing solution.

Example:

“Cie global soft credit max per position” is a function designed to control the amount of flying assigned to a particular base. It is colloquially referred to as the “base constraint” function.

PARAMETER

For purposes of this subsection, a parameter is a rule, used in the SIG process and identified as a parameter, regarding the construction of pairings or lines.

Example:

“Maximum block per duty period” is a domestic parameter. Its current value is 7:35.

REQUESTS/PREFERENCES

Requests and preferences (e.g., for trips to be dropped to satisfy minimum day off protection) shall be processed in the sequence provided in the Agreement, and shall be granted or denied based on objective criteria which may be specific to the particular request.

SETTING

The particular value at which a variable function is fixed for a given solution.

Example:

For February 2006, the base constraint setting for ANC MD-11 CAP was 217 CH/day.

STANDBY SEQUENCE

A standby sequence is defined when a pilot’s trip is awarded/assigned. A standby sequence is the period of time starting at the beginning of a standby, and ending at the scheduled departure of the next scheduled flight activity (revenue flight or deadhead), in the trip, as awarded/assigned.

SUBMISSIONS

1. Except as provided in 2 (below), submissions (e.g., for bid line adjustments) shall be processed in the order specified in the Agreement and shall be granted or denied based on uniformly applied, objective criteria, material aspects of which shall be supplied to the Association in writing prior to implementation, including any subsequent changes.

2. No bid line adjustment submission shall be unreasonably denied; however, with the approval of the Vice President, Flight Operations or the System Chief Pilot, a bid line adjustment submission may be denied for reasons other than those under item 1. In such cases, the denial shall be reported to the Association within 3 days and shall specify the reasons for the denial.

A. General

1. A bid period shall be either 4 weeks (28 days) or 5 weeks (35 days) in duration, as determined by the Company and shall be uniform system wide. Bid periods shall begin on Sunday or Monday.
2. The Company shall not change the start time of any local base day to any start time other than 0130 LBT without the consent of the Association.
3. All trips known and confirmed at the time a bid period package is published shall appear in the bid period package. To the extent reasonably practical, such trips shall be built into regular lines.
4. Days off are local base days scheduled free from duty at a pilot's base.
5. Trips published in a bid period package that subsequently become available as open time shall remain in the same base during the bid period. Flying not published in a bid period package, including newly constructed trips as described in Section 25.G.5. (certain open time assignments), may be assigned by the Company to any base.
6. A pilot shall be provided access to the Company's computer systems and data in order to view:
 - a. all bid awards and trips.
 - b. information related to open time as follows:
 - i. in crew positions where the Company is using automated systems for trip assignment and trading (currently DReAM and the automated trip trade system), and such systems are functioning, all open time in the current bid period (and in the next bid period after open time is released) shall be visible in "real time," except during periods when:
 - (a) the daily assignment process is taking place;
 - (b) the system(s) is paused to allow manual processing functions; or
 - (c) the system(s) affecting open time administration is not running due to system maintenance, upgrades, etc.
 - ii. in crew positions where such automated system(s) is not functioning, trip pairings more than 40.5 hours prior to showtime shall be visible to pilots accessing the open time interface.
 - iii. a trip(s) may be frozen to allow assignment by CRS. When a trip is frozen, it will be visible, but displayed in a manner indicating that it is available only to CRS.
 - c. the pilot's own work schedule and pay status.
 - d. reserve information as provided in Section 25.A.7.
 - e. another pilot's schedule, as long as the other pilot has opened his schedule to access.
7. The Association, the Company and the pilots assigned to reserve status agree that allowing reserve pilots to review more information about their reserve leveling position, their relative standing and utilization of other pilots on reserve in that aircraft type, on as practical a real time basis as is possible, is beneficial to all parties. More specifically, allowing pilots to access additional reserve information provides a reserve with more complete information about his "true" availability and allows the pilot to better prepare for transitioning for any reserve duty assignments. For the Company, allowing a pilot to see his position and relative standing provides the Company with increased assurance concerning the availability of those pilots standing reserve. To that end, reserve pilots shall be provided access to the Company's computer system to view other pilots in the same crew position and reserve period (e.g., MEM MD11, F/O, RP-A):
 - a. the list of pilots arranged in leveling order by reserve period.
 - b. the available remaining block days of reserve for each pilot on the list.
 - c. the amount of leveling hours of each listed pilot.

- d. the accrued RLG hours for the month for each pilot.
 - e. the current activity or general availability/unavailability status of other reserves.
 - f. the assignment of utilized reserves.
 - g. special qualifications or restrictions attendant to a particular reserve.
 - h. the names of pilots on the reserve list unless the pilot has not opened his schedule for viewing by other pilots.
8. The Company shall provide an E-MAIL/internet bulletin board for a pilot to list trips he wants to trade or drop, and vacation periods he wants to trade. The pilot may list and update the trip(s), SCH and date(s) of operation of the trip(s) or vacation period(s) he wishes to drop or trade, and, if appropriate, a method for contacting him. The Company shall delete out of date information periodically.
 9. A trip will not be scheduled with any crew composition changes (i.e., basic, or augmented) during any duty period. An operational change of crew composition during a duty period shall not extend a pilot's block hour or on-duty limitations.

B. Bid Period Package

1. The Company shall publish (electronically or otherwise, as provided in Section 25.B.3.) a bid period package for each base and, as necessary, a bid period supplemental package. At least one of these packages shall contain, at a minimum, the following information, current as of the publication date:
 - a. Trips that are known and confirmed as of the date the bid period package is printed;
 - b. A base seniority list for the bid period package;
 - c. A list of vacations, with names and dates, scheduled for the current and the first week of the next bid period; the entire next month's vacation schedule shall be available electronically;
 - d. A list of pilots due for recurrent training;
 - e. Dates and times available for recurrent training;
 - f. VIPS telephone information (if changed from most recent VIPS guide);
 - g. Pilots bidding for pay only;
 - h. Jumpseats blocked for use, at pilot's option, in lieu of deadhead;
 - i. Hotel, travel, layover and communications updates;
 - j. Sweep aircraft information;
 - k. SIBA bidding information;
 - l. A calendar containing bidding dates and times for the current and subsequent bid period;
 - m. Standard miscellaneous forms pertaining to bidding and related matters;
 - n. Scheduled field (airport and hotel) standby, and base (airport and hotel) standby, if applicable;
 - o. Average days off for lines in that bid period.
2. The bid period package shall list the following line bidding choices:
 - a. Regular lines;
 - b. Secondary lines; and
 - c. Reserve lines.
3. Bid period packages shall be published between 20 and 25 days prior to the beginning of the bid period. The bid period package may be published by electronic means only. A limited number of printed bid period packages shall also be distributed and available in bases and the following locations AFW, CAN, CDG, EWR, IND, OAK and other locations by agreement of the Company and the Association.

C. Bidding Procedures (Monthly)

1. Bid(s) shall be entered through VIPS. If access to VIPS is not available, a pilot may enter his bids by other Company approved means, in writing if possible.
2. A pilot may complete a standing monthly bid in a format designated by the Company. A pilot may update his standing monthly bid at any time. If a pilot does not enter a bid for the bid period, or enters an insufficient number of bid choices, he shall be awarded a line based on his standing monthly bid.
3. If a pilot does not bid, fails to enter a sufficient number of bid choices, and either does not have a standing monthly bid or has a standing monthly bid with an insufficient number of choices, he shall be awarded a line by seniority order, and by numerical order of remaining lines, lowest number first after all pilots entering bids have been processed.
4. Bidding for Captains shall close 7 days after distribution of the bid period package, unless the bid package is distributed late due to unforeseen circumstances, in which case the Captains' bids shall close 6 days after distribution of the bid package. In any event, Captains' bids shall close between 18 and 14 days prior to the commencement of the new bid period. Bidding for First Officer and Second Officer awards shall close 24 hours following the close of the bidding for Captain awards. Bids shall be awarded in order of seniority within each crew position based upon bids received as of 1200 CT on such date.
5. FAR Experience Bidding Limitations
 - a. A First Officer shall not be awarded a regular line which, at the time of bid awards, would result in a violation of the FAR related to experience requirements (e.g., FAR 121.434, regarding minimum experience for Captain/First Officer combinations). In such case, the First Officer shall be awarded his next choice for which he is legal.
 - b. If any First Officer regular line cannot be awarded through the normal bid award process due to FAR experience requirements, such line shall be assigned to the most junior First Officer who is legal for the assignment.
6. A pilot may only be awarded a line, for flying purposes, for the crew position (i.e., domicile, aircraft, seat) in which he is currently activated and qualified at the time of bid closing. However, a pilot changing domiciles in the same crew status (i.e., aircraft, seat) shall bid and be awarded a line in his new crew position prior to his activation into that new crew position. Such pilot's activation date shall be the first day of a bid period, or if operating a carryover trip, at the conclusion of such trip. If a pilot is activated but not qualified in his crew position at the time of bid closing, he shall be assigned a custom line as provided in Section 25.I.
7. A pilot in active pay status who is projected to be unavailable for line flying in his current crew position for an entire bid period (e.g., due to training, Association business status or sick leave) shall bid a line for pay only.
 - a. A pilot awarded a secondary line in pay only status shall not be eligible for secondary line construction and shall be compensated the average bid period BLG for regular lines for his crew position.
 - b. A pilot awarded a reserve line in a pay only status shall not be eligible for reserve line conversion and shall be compensated an RLG.
 - c. A bid line shall not be awarded to more than one pay only pilot.
8. If no bid period package is published for a crew position due to the absence of known and confirmed flying in such crew position, pilots holding such crew position shall not be awarded lines for the bid period and shall be paid the average scheduled BLG for regular lines, system-wide.
9. First and Second Officers may submit to be awarded a line with other designated pilots. Such submissions shall be accommodated to the extent permitted by this Agreement.
10. Bid awards shall be available on VIPS by 1700 CT on the date the bid closes. A limited number of printed bid line awards shall also be made available in all bases. Construction and publication of secondary and reserve conversion lines shall be available on VIPS by 1700 LBT not later than 4 days prior to the beginning of the bid period.

11. Bidding of Recurrent Training

The awarding of a recurrent training session shall be as follows:

- a. A pilot scheduled for recurrent training in the following bid period shall bid for a recurrent training session during the Bid Period Processing Conflict Input Window as provided in Section 25.E.2.
- b. Bids shall be awarded during the Conflict Processing Window as described in Section 25.E.3., and a pilot shall be notified of the award prior to the opening of the View/Add Window as described in Section 25.E.4.
- c. Recurrent training bids shall be awarded by seniority, provided, however, that a pilot shall not be awarded a recurrent training session in conflict with any other known absence (e.g., vacation period, leave of absence), or carry-out activities from the previous bid period (e.g., carry-out trip or R-days). If a pilot bids a recurrent training session in conflict with a vacation buffer, that buffer will be deemed to have been waived.
- d. If a pilot cannot be awarded a recurrent training session based on his seniority as provided in Section 25.C.11.c., the following shall apply:
 - i. The assignment of his recurrent training shall be done after the award of all recurrent training slots that could be awarded based on seniority.
 - ii. The pilot shall be assigned recurrent training avoiding conflicts if possible. If recurrent training must be assigned in conflict with a trip(s) or R-day(s) (other than a carry-out trip or R-day(s), which will not be conflicted with under this paragraph), those conflicts shall be handled as provided in Section 25.C.11.f. (below).
 - iii. If it is not possible to assign such pilot to a recurrent training session without conflicting with a known absence (e.g., vacation period, leave of absence, carry-out activities), the following shall apply:
 - (a) if the pilot is not in his grace month, then recurrent training will be deferred until the next bid period.
 - (b) if the pilot is in his grace month, then upon completion of the bid period processing, the training Department will coordinate his recurrent training assignment and any conflicts will be handled as provided in Section 25.H.

[Application Note: In certain pre and grace month situations, overlaps between calendar months and bid periods may restrict the recurrent training slots for which a pilot is eligible.]

- e. The available sessions for First and Second Officers may be modified (i.e., "rebalanced"), prior to award based on the sessions awarded to pilots in higher seat positions. (e.g., rebalancing of First Officer available sessions will be based on Captains' awards; rebalancing of Second Officer available sessions will be based on both Captains' and First Officers' awards).
- f. Following the award during the Conflict Processing Window, a trip or block of R-days in conflict with the recurrent training session award shall be treated as a phase-in conflict as provided in Section 25.F. (e.g., the trip or R-day(s) shall be dropped and be eligible for make-up under the CIA assignment code), with the pilot having the ability to enter bids during the following View/Add Window. Conflicts with blocks of R-days under this paragraph shall be handled as follows:
 - i. If the pilot's recurrent training conflicts with a block of R-days but does not split that block (i.e., it does not leave an R-day(s) both before and after the recurrent training), then only the R-days in conflict with recurrent training shall be dropped as a phase-in conflict and the pilot shall remain responsible for the remaining R-days.
 - ii. If the pilot's recurrent training splits a block of R-days, then the entire block shall be dropped as a phase-in conflict and the pilot shall not be responsible for any of the R-days in that block.

D. Bid Line Categories and Construction

1. Regular Lines

- a. Regular lines shall be constructed solely of trips and days off.

- b. Regular lines shall be constructed with a maximum of 313 hours TAFB in a 4-week bid period, and 390 hours TAFB in a 5-week bid period. Regular lines will only be constructed with a maximum of 15 work days in a 4-week bid period and 19 work days in a 5-week bid period.
- c. Regular lines in a 4-week bid period shall contain at least 1 block of 4 consecutive days off, 1 block of 3 consecutive days off and 1 block of 2 consecutive days off. Blocks of days off may be combined.
- d. Regular lines in a 5-week bid period shall contain at least 1 block of 4 consecutive days off, 2 blocks of 3 consecutive days off and 1 block of 2 consecutive days off. Blocks of days off may be combined.
- e. Regular lines shall be constructed so that the difference between the high BLG and low BLG in a bid period package shall not exceed 13 CH.

2. Secondary Line Construction

- a. A sufficient number of secondary lines shall be published to cover trips anticipated to be dropped from regular lines and other open time that may be available.
- b. Secondary lines shall be published as blank lines.
- c. Secondary lines shall be constructed in numerical order following the processing of conflicts on regular lines, the assignment of trips for training and bid period processing as described in Section 25.E. (below).
- d. If a secondary line cannot reasonably be constructed entirely of trips, it may be constructed of trips and reserve days (R-days). If a secondary line cannot be constructed of trips and R-days, it shall be constructed as a reserve line. For purposes of secondary line construction, an R-day does not conflict with another scheduled activity if there is at least 12 hours between the reserve period (RP) and the scheduled activity. If the parties jointly agree to a new automated secondary line process which puts the pilot in direct contact with automation capable of generating secondary lines, such automation shall include the ability to assign available R-days/blocks before trips based on a pilot's bids.
- e. Secondary lines shall be constructed to comply with the provisions of Section 25.D.1.b. through D.1.e. (above), provided, however, that a secondary line constructed as a reserve line shall comply with the provisions of Section 25.D.3. (below).
- f. Carryover will not be included as part of a pilot's secondary line and carryover CH will not be part of the BLG/RLG for a secondary line. The secondary line will be constructed within the applicable line spread, and this will be done avoiding conflicts to the greatest extent possible considering the pilot's seniority, and whether he elected minimum days off protection. If it is not possible to build a secondary line within the line spread without creating a conflict, then the line will be built within the spread and trips or R-days that conflict with carryover will be dropped and will be eligible for make-up.
- g. The maximum number of credit hours on the secondary line of a pilot who is entering ITU training in the bid period that the secondary line is awarded shall be determined using the number of calendar days in the bid period prior to the ITU start date in the formula set forth in Section 25.I.3.a.

3. Reserve Line Construction

- a. A reserve line consists entirely of R-days and days off.
- b. In a 4-week bid period, a reserve line shall contain a maximum of 15 R-days. In a 5-week bid period, a reserve line shall contain a maximum of 19 R-days.
- c. In the top 60% of reserve lines, R-days shall be grouped into a block(s) with a minimum of 4 R-days. Other reserve lines shall have block(s) with a minimum of 3 R-days; provided, however, that reserve lines that contain blocks of 3 R-days shall not contain any R-days on weekends.
- d. A reserve line may be constructed with an additional R-day(s) that carries over into the following bid period.
- e. There shall be a minimum of 10% R-24 lines per bid pack, with a minimum of one R-24 line (described in Section 25.M.2.). The Company and the SIG shall coordinate to establish a

percentage of R-24 lines by bid pack, and this percentage shall be reevaluated on a quarterly basis.

4. Conversion Lines

- a. A conversion line is a reserve line that has been converted into a secondary line as provided in this paragraph. Conversion lines shall be constructed after the construction of all secondary lines and in seniority order among those pilots submitting for conversion.
- b. A pilot's bid may contain a submission for conversion of his reserve line, if awarded.
- c. If a pilot submits a line construction worksheet that identifies certain days off to be protected, his reserve line shall not be voluntarily converted unless those days off are protected.
- d. A pilot who has submitted for a voluntary conversion line shall contact VIPS within 3 days prior to the commencement of the bid period to determine if his line was converted.
- e. Involuntary Conversion Lines
 - i. The Company may involuntarily assign conversion lines if:
 - (a) more than 5% of the total CH value of trips from the bid period package exists in open time after construction of voluntary conversion lines, or
 - (b) there are trips remaining in open time that operate over New Year's Eve and Day, Thanksgiving or Christmas Eve and Day.
 - ii. Involuntary conversion lines will be assigned until the thresholds established in Section 25.D.4.e.i.(a) and (b) no longer exist.
 - iii. Pilots shall be selected for such assignment in reverse seniority order. The additional conversion lines shall then be assigned in seniority order among those pilots. The number of reserve lines involuntarily converted may not exceed 50% of the total published reserve lines remaining after voluntary conversions. A pilot whose reserve line has been involuntarily converted shall be notified of the conversion as soon as practical.
- f. Conversion lines shall comply with the provisions of Section 25.D.1.b. through D.1.e. (above). If a conversion line cannot reasonably be constructed entirely of trips, it may be constructed of trips and R-days.
- g. The assignment of a conversion line may not conflict with a trip that began in the previous month.

E. Bid Period Processing

1. Monthly Bid

In addition to line preferences, a pilot's monthly bid shall have the ability to contain the following:

- a. Election of minimum days off protection as a result of phase-in, as provided in Section 25.F.7.;
- b. Waiver of minimum days off protection as a result of recurrent training;
- c. Waiver of an international duty free buffer to avoid a phase-in conflict or a conflict with recurrent training;
- d. Submission for conversion of a reserve line, if awarded; and
- e. Waiver of 1-in-10 (Section 12.C.1.c.) to avoid phase-in conflict.

2. Bid Period Processing Conflict Input Window

The bid period processing conflict input window shall be not less than 48 hours, beginning at 1700 CT on the date the bid closes. A pilot may enter the following via VIPS:

- a. Worksheet for minimum days off protection as provided in Section 25.F.7.;
- b. Submissions for vacation adjustments (including waiver of vacation buffer for a secondary or reserve line) as provided in Section 7.E.2., E.3., and Section 7.G.3., and 4.;
- c. [Reserved]
- d. Bids for recurrent training sessions following the completion and viewing of vacation adjustments and waivers, if any;

- e. Election to retain carryover R-day(s) not in conflict with bid line trip as described in Section 25.F.3.a. (below);
- f. Submission to drop carryover trips under 72 hours TAFB as provided in Section 25.F.3.b.; and
- g. Worksheet for reserve vacation line.

3. Conflict Processing Window

The Conflict Processing Window is a period of not less than 24 hours, beginning when the Bid Period Processing Conflict Input Window closes. Within the Conflict Processing Window, recurrent training sessions will be awarded after all other conflicts, except those due to minimum day off protection, have been processed. Following the award of recurrent training sessions, conflicts with recurrent training will then be processed. After recurrent training is awarded, conflicts due to minimum day off protection shall be processed.

4. View/Add Window

The View/Add Window is a period of not less than 48 hours beginning at the close of the Bid Period Conflict Processing Window. During the View/Add Window, a pilot shall have the ability to view open time and enter the following via VIPS:

- a. Worksheet for a secondary or conversion line;
- b. Bids for make-up trips due to phase-in conflict, as provided in Section 25.F.;
- c. Bids for vacation make-up as provided in Section 7.G.5.;
- d. Bids for phase-in make-up and MUV trips shall be by specific trip number (including date) only;
- e. Bids for MUV and CIA shall be awarded in seniority order. Preferences shall be processed in seniority order. The Company shall accommodate pilots' preferences to the greatest extent practicable.

F. Bid Period Phase-In

1. A phase-in conflict occurs when:

- a. a pilot not qualified for the lowest FAR landing minimums for his aircraft is awarded a trip to an international location that was designated in the bid period package as restricted to pilots qualified to those minimums; or
- b. a pilot is unable to perform an assignment(s) in a bid period due to a trip (including an international buffer, if any) that began in the previous bid period or a carryover R-day(s). For purposes of determining conflicts with R-days on which no activity has been assigned, the following shall apply:
 - i. An R-day conflicts with an earlier assignment unless there is at least 12 hours prior to the start of the pilot's first RP, and no legality problems are caused by the previous assignment (e.g., 1-in-7).
 - ii. An R-day conflicts with a subsequent assignment unless there is at least 12 hours between the end of the pilot's R-day and the beginning of the scheduled assignment, and no legality problems are caused by the subsequent assignment (e.g., 1-in-7).
 - iii. An R-day conflicts with another R-day unless there is at least 12 hours between the consecutive RPs; however, consecutive R-days with the same RP do not create a conflict.
 - iv. The provisions of Section 25.F.1.b.i., 25.F.1.b.ii., and 25.F.1.b.iii. do not apply operationally or during the application of Section 25.M.3.d.
- c. a pilot is awarded/assigned a recurrent training session in conflict with a trip or block of R-days, as provided in Section 25.C.11.d.ii. or C.11.f.

2. Conflicts relating to on-duty limitations shall be determined based upon operational duty limitations, as provided in Section 12.C.5. and D.6.

3. A pilot's current bid period schedule shall take precedence over a subsequent bid period award except as follows:

- a. If a pilot has R-day(s) that carryover into a bid period in which a pilot has a regular line:

- i. any carryover R-days in conflict with a trip shall be dropped, and be eligible for make-up; and
 - ii. any carryover R-days on which no trip was assigned shall be dropped, and be eligible for make-up, unless the pilot elects to retain those R-day(s) during the Bid Period Processing Conflict Input Window, as provided in Section 25.E.2.e. (above).
 - b. To avoid a phase-in conflict, a pilot with a trip in the new bid period in excess of 120 hours TAFB shall, during the Bid Period Processing Conflict Input Window, have the ability to submit to drop a carryover trip in the current bid period of less than 72 hours TAFB duration as follows:
 - i. Such submission shall be made during the Bid Period Processing Conflict Input Window.
 - ii. Any submissions shall be processed in seniority order.
 - c. Unpaid carryover on a pilot's pay only line during ITU shall not create a phase-in conflict in a subsequent bid period.
4. A pilot may elect to waive an international duty free buffer to avoid a phase-in conflict.
 5. In the event of a phase-in conflict with a trip(s) on a regular line in the new bid period, the trip(s) in the new bid period shall be dropped without pay and the pilot shall be eligible to make up the CH value of trip(s) dropped due to phase-in conflict prior to construction of secondary lines, as provided in Section 25.E.4.b., L.1. and L.5.
 6. In the event of a phase-in conflict with an R-day(s) in the new bid period, the R-day(s) in the new bid period shall be dropped and the pilot shall be eligible to make up an R-day value(s), as provided in Section 25.E.4., L.1. and L.5.
 7. If a pilot's line, including recurrent training and carryover from the previous bid period, does not meet minimum days off protection, the following shall apply prior to the construction of secondary lines:
 - a. A pilot shall have the ability to drop a trip(s)/R-day(s) from his line, provided that his line, after the adjustment, contains the minimum number of days off and the pilot shall be eligible for make-up. The pilot may request which trip(s) or R-day(s) will be dropped; or
 - b. If a pilot is unable to protect his minimum days off as provided in Section 25.F.7.a., the pilot shall have the ability to drop a trip(s) even though the drop(s) would cause his line to contain more than the minimum number of days off. He may request which trip(s) or R-day(s) will be dropped. The pilot shall then be eligible for make-up to the extent necessary to restore the CH value of a trip(s) dropped in the View/Add window, prior to construction of secondary lines.
 - c. Adjustments to a pilot's line in accordance with Section 25.F.7.a. and F.7.b. (above) shall be made in accordance with Section 25.E.
 8. If a pilot's vacation period ends on the last day of a bid period and is immediately followed on the first day of the subsequent bid period by a block of RP-A or R-24 reserve periods, the following shall apply:
 - a. Unless the conflict is waived, the first reserve period will be dropped and eligible for make-up as provided in Section 25.E.4. and Section 25.L.1. and L.5.
 - b. A pilot may waive the vacation/reserve conflict to avoid a phase-in conflict. If waived:
 - i. an RP-A pilot shall be available for notification pursuant to Section 25.M.3.c.i.(a) or (b), as appropriate.
 - ii. CRS may give an R-24 pilot a reserve assignment via VIPS at least 24 hours prior to its scheduled showtime.

G. Open Time Assignments

1. Following resolution of phase-in conflicts, open time may be used in the following order: training assignments, phase-in make-up (including MUV, as provided in Section 7.G.5.a.), and then substitution/reassignment. Remaining open time shall be used for construction of secondary and conversion lines. After construction of secondary and conversion lines, open time may be used at any time prior to or during a bid period for PMU, substitution/reassignment, custom line construction, advance reserve assignment, advance volunteer assignment, make-up, training assignment and Association Fly Back (AFB). However, during the first 12 hours after the publication of open time, only pilots shall have access to open time trips starting in the new bid period. The Company may also use open time before the assignment window in order to assign a trip to an R-24 pilot.

2. Open Time Availability

- a. Open time for a bid period shall be available for viewing not later than 72 hours prior to the beginning of the bid period. Each bid period package will indicate when open time will be released. The release times may be staggered between aircraft types and bases to prevent VIPS overload.
- b. A pilot shall be provided access to the Company's computer systems and data to view information related to available open time as follows:
 - i. in crew positions where the Company is using automated systems for trip assignment and trading (currently DReAM and the automated trip trade system), and such systems are functioning, all open time in the current bid period (and in the next bid period after open time is released) shall be visible in "real time," except during periods when:
 - (a) the daily assignment process is taking place;
 - (b) the system(s) is paused to allow manual processing functions; or
 - (c) the system(s) affecting open time administration is not running due to system maintenance, upgrades, etc.
 - ii. in crew positions where such automated system(s) is not functioning, trip pairings more than 40.5 hours prior to showtime shall be visible to pilots accessing the open time interface.
 - iii. a trip(s) may be frozen to allow assignment by CRS. When a trip is frozen, it will be visible, but displayed in a manner indicating that it is available only to CRS.

3. Assignment Window

- a. Except as provided in Section 25.G.3.a.i. and ii., at 0920 LBT each day the Company shall begin to assign open time trips and base standbys with showtimes through the next 40.5 hours.
 - i. At 0700 LBT each day, any trip with 120 hours TAFB or more, with a showtime during the next two local base days that is assigned to a pilot who is on sick leave shall be available in open time for Bid Line Adjustments as provided in Section 25.L. At 1020 LBT, such trips shall become available for assignment by CRS.
 - ii. At 0700 LBT each day, any trip with less than 120 hours TAFB, with a showtime during the next local base day that is assigned to a pilot who is on sick leave shall be available in open time for Bid Line Adjustments as provided in Section 25.L. At 1020 LBT, such trips shall become available for assignment by CRS, with the exception of trips with a showtime prior to 1800 LBT that same day, which shall become available for assignment by CRS at 0920 LBT.
- b. Open time not assigned as provided in Section 25.G.1. (above) shall be assigned in the following order:
 - i. SUB, RAT or PMU;
 - ii. Make-up:
 - (a) CMU
 - (b) M/U
 - (c) MUS (includes both MUS and MUD)
 - (d) MUV;
 - iii. AFB;
 - iv. RSV;
 - v. VLT;
 - vi. DRF.

4. The Company may assign a VLT or DRF ahead of reserve, due to operational requirements, notwithstanding Section 25.G.3. (above). If necessary to prevent or mitigate a departure delay, the Company may make an open time assignment other than as provided in Section 25.G.3. (above) and will report the specific circumstances of such assignment(s) to the Association in the bid period report under Section 9.B.

5. If an open time trip cannot be assigned through the application of Section 25.G.3.b.i. through iv., that trip may be canceled and a new trip(s) may be constructed and assigned according to this paragraph (Section 25.G.). This procedure may only be done inside the open time assignment window, as provided in Section 25.G.3.

H. Substitution

1. Applicability

Substitution provisions apply only prior to block-out on a trip. Substitution shall not occur due to Company actions made for operational reasons (e.g., trip revision, high minimums pull) after block-out. A pilot who blocks out on a trip, but returns prior to making a landing at another airport, or who never blocks out due to an operational emergency, may be eligible for substitution, as if he had not blocked out.

2. Eligibility for Substitution

A pilot is eligible for substitution if he is removed from a trip for which he is entitled to trip guarantee for any of the reasons listed in this paragraph. Pilots in MUV, MUS, CMU, AFB, VLT, DRF or reserve are not eligible for substitution. If a pilot is removed from a substitution trip for any of the reasons listed in this paragraph, he shall remain eligible for substitution based upon his original trip (i.e., the trip or series of trips that actually created the substitution eligibility). The following events generate substitution eligibility and, where noted, reassignment offers prior to substitution.

a. Trip Canceled

- i. The trip is canceled for any reason; or
- ii. If a trip is canceled due to a change of gauge a pilot shall be offered the rebuilt trip for his aircraft as a SUB or RAT, if possible.

b. Trip Rescheduled Outside 4 Hour Window

The trip is rescheduled to begin more than 4 hours prior to its original showtime or to terminate more than 4 hours after its original termination time. Trips in this category must be offered to the pilot as a reassignment trip prior to the pilot being placed in substitution.

c. Showtime Moved Up Without Notice

The trip is rescheduled with a showtime at least 1 hour earlier than the original showtime and the pilot is not adequately notified of that change. For purposes of this paragraph, adequate notification occurs if:

- i. the pilot checks in at or prior to the new showtime; or
- ii. he is notified of the change at least 8 hours prior to the new showtime; or
- iii. he is transiting his base on separate trips not interrupted by a legal rest period and he is notified of the change prior to the new showtime.

d. [Reserved]

e. [Reserved]

f. Weather Restrictions

The pilot is removed from the trip due to weather related restrictions.

g. FAR or Other Governing Authority

The pilot is removed from the trip because he will or is projected to exceed FAR limitations or because of other government controlled restrictions (e.g., work visa not issued in time, revocation or denial of route authority).

h. Contract Limitations

The pilot is removed from the trip:

- i. because he will or is projected to exceed limitations contained in this Agreement (e.g., precautionary weather pull);

- ii. because the Company has determined that he is ineligible to fly based on a general, uniformly applied set of criteria (e.g., lack of LCA on route familiarization segments); or
- iii. due to other circumstances expressly specified in this Agreement as giving rise to substitution eligibility.

i. Operational Conflict

If a trip is revised more than 24 hours prior to the showtime for that trip, and it causes a conflict with a subsequent trip, the revised trip shall be dropped and eligible for substitution. If a trip is revised within 24 hours of showtime, and the revision causes a conflict with a subsequent trip, the subsequent trip shall be dropped and be eligible for substitution, unless the first trip is eligible for substitution for some additional reason.

j. Training

The pilot is removed from the trip due to his recurrent training, other than as a phase-in conflict (See Section 25.F.1.c.).

3. Notification of Substitution Assignment

a. Notification

A pilot who is eligible for substitution may be offered a substitution assignment at any time. He shall be available to receive substitution offers during the availability periods described in Section 25.H.3.b. and H.3.c. (below).

b. Initial Availability Period

The initial availability period begins when a pilot is notified of his substitution availability and ends 4 hours after the showtime of his original trip. Beginning 4 hours prior to the showtime of his original trip or once notified of substitution eligibility, whichever is later, he shall be available for substitution assignment until 4 hours after showtime of his original trip. If, before the end of his initial availability period, the pilot has not been offered a substitution assignment (other than airport hold) with a showtime within 72 hours after the showtime of his original trip, the following shall apply:

- i. If his substitution window, as provided in Section 25.H.4., is shorter than 72 hours, he shall have no substitution responsibility after his initial availability period.
- ii. If his substitution window is greater than 72 hours, he shall be credited with 18 hours toward his substitution guarantee. He may not be given a substitution assignment with a showtime within 72 hours of the showtime of his original trip, and he has the following options:
 - (a) elect OTP for the balance of his original trip guarantee; or
 - (b) remain eligible for substitution.
- iii. A pilot entitled to elect OTP under Section 25.H.3.b.ii. (above) may do so until the first 0900 LBT after the end of his initial availability period. If the pilot has not elected OTP by that time, he will remain in substitution.

c. Subsequent Availability Periods For SUB Windows Greater Than 72 Hours

If the pilot chooses to remain eligible for substitution by so indicating in VIPS his subsequent availability periods are as follows:

- i. A pilot shall be available for substitution assignment between 1000 and 1600 hours LBT the day prior to each remaining day on which he could operate a substitution assignment; however
- ii. He is not required to be available during the last 1000 to 1600 LBT period within his substitution window.

d. Conflicts With Availability Periods

A pilot shall be required to be available for substitution assignment only during the portion of an availability period during which he is not in a legal rest period, on a trip, or in training.

e. Meaning of "Availability"

- i. A pilot may supply VIPS with a primary contact number for use during periods when he is required to be available for substitution assignment. In order to contact him during those periods, CRS shall place three calls based on the following hierarchy:
 - (a) VIPS primary contact number.
 - (b) "Beeper" (or cell phone) number.
 - (c) permanent contact number #1.
 - (d) permanent contact number #2.
- ii. A pilot shall be deemed "available" for substitution assignment if he either answers calls placed to his contact numbers or returns those calls within 15 minutes. In extenuating circumstances in which a pilot will be out of contact for more than 15 minutes, a pilot may work with CRS to make alternative contact arrangements.

f. Notification While On Duty

Prior to starting a legal rest period, a pilot on a trip which ends during his substitution window shall contact CRS within 30 minutes following block-in for possible substitution assignment.

g. Airport Hold

A pilot eligible for substitution may be held at the airport for up to 4 hours after the showtime of the trip for which he was reporting, however, he shall not be held beyond the scheduled duty limitations applicable to that trip. A pilot on airport hold in MEM shall be eligible for a room in the crew rest facility. A pilot on airport hold shall earn 6 CH toward his substitution guarantee, as provided in Section 4.L.4.

4. Substitution Window

A pilot's substitution window shall be the period beginning 4 hours prior to showtime of the original trip (i.e., the trip or series of trips that actually created the substitution eligibility) and ending 4 hours after the termination of the original trip. For purposes of determining a pilot's substitution window, a series of trips not interrupted by a legal rest period at base is considered a single trip.

a. Early Close of Substitution Window

A pilot's substitution window shall close if his substitution guarantee exceeds his original trip guarantee.

b. Recurrent Training

If a pilot becomes eligible for substitution as a result of his recurrent training, any substitution eligibility created will adhere to the provisions of Section 25.H.3.a., H.3.b. and H.3.c. (see also Section 25.C.11.d.iii.(b)). His substitution window shall be as follows:

Example: Recurrent training creates substitution eligibility for a 7 day trip, and the pilot is eligible for substitution for 4 days. This shall be treated as if it were a 4 day trip, for purposes of Section 25.H.3.a., H.3.b., and H.3.c.

i. Training Exclusively On Days Off

If the training is scheduled exclusively on scheduled days off, and as a result of that training, he is scheduled to receive fewer than the minimum days off and has not waived such protection, he shall be removed from a trip(s), and is eligible for substitution on trip days dropped in excess of minimum days off. The Company shall notify him of the contiguous days on which he is eligible for substitution. The pilot shall be responsible for the availability periods corresponding to those days.

ii. Training Exclusively On Trip Days

If the training is scheduled exclusively on trip days, the pilot shall be eligible for substitution on any trip days dropped not in conflict with training.

iii. Training On Trip Days And Days Off

If the training is scheduled on trip days and days off, the pilot shall be eligible for substitution for any trip days dropped in excess of the total number of training days (i.e., training days in conflict plus training days not in conflict). If, as a result of the training scheduled under this paragraph, he is scheduled to receive fewer than the minimum days off, and has not waived that protection, he shall be removed from an additional trip(s) and is eligible for substitution on trip days dropped in excess of minimum days off. The Company shall notify him of the contiguous days on which he is eligible for substitution. The pilot shall be responsible for the availability periods corresponding to those days.

iv. Fewer Than Minimum Days Off Due To Carryover

If the pilot's line has fewer than the minimum days off as a result of carryover, the number of days off protected shall be limited to the number of scheduled days off on his line (including carryover).

v. Training Rescheduled By Pilot

If the pilot has rescheduled his training from a prior bid period, he shall not be entitled to minimum days off protection. He is eligible for substitution for all trip days dropped not in conflict with training.

vi. Location of SUB Window

In Section 25.H.4.b.i., H.4.b.ii., and H.4.b.iii., when the trip dropped for recurrent training is in actual conflict with the pilot's recurrent training footprint, the pilot's substitution window will be scheduled to touch either end of his recurrent training, unless the pilot requests otherwise and an alternative arrangement can be made. If the trip dropped due to recurrent training is not in actual conflict with the training, the SUB window will be based on the footprint of the trip dropped, rather than the recurrent training footprint.

5. Substitution Assignment Parameters

A pilot eligible for substitution may be assigned a substitution trip(s) or standby assignment(s) in accordance with the following:

a. Substitution Trip Assignment

The showtime and scheduled termination of a substitution trip must be within a pilot's substitution window.

b. Daytime Flying Assignment

A pilot eligible for substitution based on a trip in which more than half of the revenue duty periods begin in the day period may be offered any legal substitution assignment; however, if such pilot is offered a trip in which more than half of the revenue duty periods begin outside the day period, he may refuse such trip without loss of trip guarantee.

c. For a substitution assignment window of 72 hours or less, any assignment shall be sequential or any unassigned periods during this window are eligible to be claimed for reimbursement for a hotel room (not to exceed the base hotel contract rate).

d. Base Airport Standby Assignment

A pilot may be offered a regularly scheduled base airport standby assignment only if that standby would otherwise have to be assigned to a VLT or DRF pilot. A substitution pilot on standby must accept any standby trip assignment that is scheduled to operate within his substitution window.

Example: The Company may not create a base airport standby solely in order to use a substitution pilot/crew. If, due to operational circumstances (e.g., weather, anticipated volume), the Company increases the number of standbys (e.g., not 1 pilot on a.m. standby, but 4 pilots on a.m. standby), then the Company could assign the standby to a substitution pilot, as long as it would otherwise have been assigned to a VLT or DRF pilot.

e. Hotel Standby Request

- i. A pilot whose original trip was greater than 72 consecutive hours may request to have a hotel standby pairing constructed to cover his substitution window, or the portion of that window not covered by trips already accepted, if any, in accordance with the following:
 - (a) If his substitution eligibility was posted in VIPS, or he was notified of his substitution eligibility by CRS, more than 24 hours prior to showtime, he may request hotel standby through CRS up to 24 hours prior to showtime.
 - (b) If he does not have an answer to his hotel standby request or if substitution eligibility was posted in VIPS 24 hours or less prior to showtime, then he may call CRS to request hotel standby. CRS shall grant or deny that request immediately.
- ii. A substitution pilot on hotel standby must accept any standby trip assignment that is scheduled to operate within his substitution window. Normal hotel standby report times apply to a pilot on substitution hotel standby.

f. Minimum Report Times

Unless waived by the pilot, the earliest showtime for a substitution trip shall be as follows:

- i. If a pilot is offered a substitution trip during his initial availability period, and he is not already at the airport, the showtime for that assignment shall be at least 1:30 hours after notification.
- ii. If a pilot is offered a substitution trip during a subsequent availability period (1000 through 1600 LBT), and he is not already at the airport, the showtime for that trip shall be:
 - (a) at least 8:00 hours after the first attempt at notification if the first duty period in the trip is scheduled to domestic block hour and on-duty limitations; or
 - (b) at least 12:00 hours after the first attempt at notification if the first duty period in the trip is scheduled to international block hour and on-duty limitations.
- g. A pilot shall not be given a substitution assignment that would cause him to be illegal for his next assignment, except as provided in Section 25.H.2.i.
- h. A substitution assignment shall not impinge on a required rest period (including such a rest period associated with training).

6. Acceptance or Rejection of Substitution Assignments

- a. A pilot shall accept or reject a substitution assignment when offered. However, when a pilot learns of a substitution offer through VIPS prior to his initial availability period, he shall have 24 hours, or until 4 hours prior to showtime, whichever is less, to call CRS and reject the trip. Failure to reject the assignment in that time frame constitutes acceptance of the assignment.
- b. A pilot shall not earn trip guarantee for his original trip if he:
 - i. fails to satisfy availability or contact requirements specified in Section 25.H.3. (above), or
 - ii. trades a substitution assignment, or
 - iii. rejects a substitution assignment which is offered by CRS or through VIPS:
 - (a) prior to the scheduled showtime of the original trip; or
 - (b) during a required contact or availability period; or
 - (c) while on Company assignment during his substitution window.
- c. A pilot may reject a substitution assignment offered other than as provided in Section 25.H.6.b.iii. (above), or in accordance with Section 25.H.5.b., without loss of trip guarantee (i.e., night or critical flying offered to day flyer).

Example: A pilot in the second day of a six day substitution window is not offered a substitution assignment during his 1000-1600 LBT availability period. A 3 day trip becomes available and CRS calls the pilot at 1730 to see if the pilot would like the trip as a substitution assignment. The pilot may decline the substitution offer without loss of trip guarantee because the trip was not offered at any of the times described in Section 25.H.6.b.iii. (the immediately preceding paragraph).

- d. A pilot who has forfeited trip guarantee shall have no further substitution eligibility for his original trip, shall not be required to remain available for contact, and shall be eligible for OTP or normal make-up, as applicable. However, if he accepts a substitution assignment(s), but subsequently forfeits trip guarantee, the following shall apply:
 - i. he shall be responsible for any previously accepted, but not yet operated substitution assignment(s) and that assignment(s) shall be deemed make-up.
 - ii. he shall be eligible for make-up for the value of his original trip.

7. Trading or Dropping Substitution Assignments

If a pilot accepts a substitution assignment and then subsequently trades or drops that assignment (including PDO bump by another line pilot), he shall forfeit trip guarantee and be released from future substitution eligibility.

8. Ineligibility for Volunteer

- a. A pilot may not accept a volunteer trip that operates during any portion of his substitution window, except as provided in Section 25.H.8.b., H.8.c. and H.8.d. (below).
- b. A pilot may accept a VLT trip which is assigned after his last availability period is over.
- c. A pilot who elects OTP at least 4 hours prior to the showtime of his original trip may accept a VLT trip as if he had never been eligible for substitution.
- d. A pilot who elects OTP less than 4 hours prior to showtime, shall not be eligible for a VLT trip with a showtime within 24 hours of the showtime of the original trip.
- e. If a pilot is inadvertently assigned a VLT trip in conflict with Section 25.H.8. (this paragraph), he shall earn compensation for that trip at 150% of his normal pay rate, or be notified of removal prior to block-out.

9. [Reserved]

10. Reassignment in Lieu of Substitution

A pilot eligible for substitution may be offered a reassignment trip in lieu of substitution subject to the following:

a. Reassignment Trip Offer

The Company may offer a reassignment trip to any pilot who has not accepted a substitution assignment.

b. Acceptance or Rejection of Reassignment Trip Offer

- i. If a pilot accepts a reassignment trip he shall earn the higher of trip guarantee for the original trip(s) or trip guarantee for the reassignment trip, calculated as described in Section 4.M.1. (Reassignment Trip Pay). That pilot shall be released from all substitution obligations relating to his original trip.
- ii. If a pilot declines a reassignment trip, he shall remain eligible for substitution.
- iii. If a pilot trades his reassignment trip, he shall earn only the trip guarantee for the trip(s) assumed as a result of the trade.

11. Election of Open Time Priority In Lieu Of Substitution

- a. A pilot eligible for substitution on a non-PMU trip may elect OTP by notifying CRS via VIPS as follows:
 - i. any time prior to the showtime of his original trip if he was notified of substitution eligibility prior to showtime; or
 - ii. when notified of his substitution eligibility if he is notified after showtime.
- b. If a pilot becomes eligible for substitution on an PMU trip, and rejects SUB, he shall not earn any credit hours for that trip, and shall revert to his original OTP status.
- c. If, while still eligible to elect OTP, a pilot forfeits trip guarantee as provided in Section 25.H.6. (above), he shall be placed in OTP automatically.

I. Custom Lines

1. A custom line shall be comprised of trips, R-days or a combination of trips and R-days. The Company may construct and assign a custom line to a pilot if:
 - a. he is returning to line flying in a bid period for which he was ineligible to bid (e.g., returning from a leave of absence); or
 - b. he is returning to line flying after having been awarded a pay only line (e.g., completion of IOE, extended sick leave); or
 - c. he is removed from his line, or a portion thereof, due to anticipated absence and the pilot subsequently becomes available (e.g., training is delayed); or
 - d. he is removed from a portion of his line due to conflict with the beginning of ITU training; or
 - e. he is a new hire pilot in a bid period for which he was ineligible to bid; or
 - f. he becomes qualified after the bid award closed, and as a result, did not receive a line for flying (see Section 25.C.6.).
2. A custom line shall be constructed as follows:
 - a. A custom line constructed entirely of trips, or a combination of trips and R-days, shall comply with the provisions of Section 25.D.1.b. and D.1.e. (regular line construction).
 - b. A custom line constructed entirely of R-days shall comply with the provisions of Section 25.D.3. (reserve line construction).
3. The provisions of Section 25.I.2.a. and I.2.b. (above) shall be applied on a prorated basis as follows:
 - a. If a pilot is returning to line flying in a bid period for which he was ineligible to bid, the maximum number of credit hours on his custom line shall be a prorated portion of the credit hour value of average BLG for his crew position, based on the number of days remaining in the bid period, rounded to the nearest whole number.

Example:

Average BLG = 74 CH

10 of 28 days remain in bid period

$(10 \div 28) \times 74 = \text{Maximum } 26 \text{ CH on custom line.}$
 - b. The number of credit hours on a custom line for a pilot who has been awarded a pay-only line shall not exceed his pay-only BLG/RLG, less credit received during the bid period.
 - i. A pilot returning from training shall be credited an R-day value for each day he receives or shows for scheduled training other than IOE, and the higher of SCH or ACH for IOE trips. The number of days off on such pilot's pay only line shall be preserved when constructing his custom line. A day off during his training footprint shall be considered a day off when constructing his custom line.
 - ii. The credit hours on a custom line assigned to a pilot returning from sick leave shall be credited to his sick leave account.
 - c. A custom line assigned to a pilot who has been awarded a pay only line with carryover may include carryover CH in addition to the maximums established in Section 25.I.3.a. and I.3.b. (above), subject to the following:
 - i. the number of carryover credit hours on the custom line shall not exceed the credit hours allocated to the carryover portion of a trip on the pilot's pay only line; and
 - ii. the number of carryover R-days on a custom line shall not exceed the number of carryover work days on the pilot's pay only line.
 - d. If a pilot is removed from his line, or a portion thereof, due to anticipated absence and he subsequently becomes available (e.g., training is delayed), the number of credit hours on his custom line shall not exceed the credit hours removed due to his anticipated absence.

- e. The custom line for a pilot who has been removed from a portion of his line due to the beginning of ITU training, shall include a 48 hour duty free period immediately prior to the beginning of ITU training. Any trips on the pilot's awarded line not in conflict with the pilot's training or training buffer will be included on his custom line. The number of additional credit hours placed on such pilot's custom line shall be limited to the following:

Trip(s) CH minus (R-day value times trip days in actual conflict with training) minus 12 CH training buffer.

4. Custom Line Assignment

A pilot eligible for custom line assignment shall contact CRS no later than 72 hours prior to the anticipated eligibility for custom line assignment (e.g., return from LOA, IOE or beginning of ITU part of the way through a month). Such pilot shall have the ability to enter a line construction preference worksheet for his custom line at that time. The Company shall accommodate his preferences in accordance with seniority to the greatest extent practicable.

- a. The custom line for a pilot who was in training shall not be constructed earlier than his completion of training. He shall check VIPS for custom line assignment between 1000 and 1200 LBT after his legal rest period following his final IOE trip.
- b. The custom line for a pilot who does not require training shall be constructed within 2 days of his anticipated return to line flying. He shall check VIPS for custom line assignment prior to his anticipated return.
- c. A pilot eligible for custom line assignment shall not submit for any bid line adjustments (Section 25.L.), volunteer or draft trips for the period covered by his custom line until after he receives such line.

J. Training Assignment

A pilot whose training requires aircraft line flying (e.g., IOE, line check) and who is not currently assigned a trip that provides the required flying, may be assigned a trip(s), as provided in Section 25.G.1. (Open Time Assignments). Instructors may also be assigned trips pursuant to this paragraph for the purpose of conducting training; in accordance with the following:

- 1. Prior to the end of the first twelve hours of open time release as described in Section 25.G.1. (for the bid period in which the trip in question begins), a trip may not be assigned to an instructor if it was on the bid line of a pilot of a pilot more senior than the instructor, prior to becoming open.
- 2. This seniority restriction does not apply to:
 - a. Trips included in the construction of an instructor's secondary line pursuant to Section 25.D.2.; or
 - b. Trips assigned beyond the end of the first twelve hours of open time release.

K. Advance Reserve Assignment

- 1. The Company may advance assign a reserve pilot a trip(s) from open time in accordance with Section 25.G.1. (Open Time Assignments), only for the following purposes:
 - a. to satisfy FAR experience requirements for the least restrictive operating limitations (e.g., CAT II/III minimums, 100 block hours in 90 days, 75 block hours in new equipment); or
 - b. to comply with visa acquisition procedures; or
 - c. to cover an open time trip that is more than 50 hours TAFB, such assignment shall not be awarded greater than 7 days in advance.
- 2. A pilot may be advance assigned a trip only if the trip is scheduled to operate on his scheduled R-day(s). At the request of CRS, a pilot may agree to reschedule his R-day(s) so that he can accept an advance reserve assignment.
- 3. A pilot shall not be removed from an advance reserve assignment except for the reasons stated in Section 25.H.2.a., H.2.c., and H.2.f. through H.2.j. (certain substitution situations), and 25.M.1.b. Upon notification of removal from an advance reserve assignment, a pilot shall return to reserve status for any of his originally scheduled block of R-days which remain after he was notified of his removal.

4. A trip assigned in advance reserve status is not eligible for bid line adjustments as provided in Section 25.L. (below), and is not eligible for substitution.
5. If an advance assignment is made in a future block of R-days, the pilot shall be released from R-days in that future block preceding the showtime of the advance assignment. A reserve pilot who is on R-days when an advance assignment is made shall remain responsible for any R-days remaining in his current block.
6. A pilot shall be credited toward leveling upon assignment as provided in Section 4.H.
7. A pilot given an advance reserve assignment shall not be given another assignment that conflicts with the advance reserve assignment.

L. Bid Line Adjustments

1. General

- a. A pilot shall have the ability to submit for a bid line adjustment through VIPS at any time during the bid period. Submissions for bid line adjustments shall be processed within each type of adjustment (e.g., PMU, make-up, open time trades, etc.) in the order in which they are received. CRS shall notify a pilot via VIPS that his submission has been accepted or denied and shall be reflected in open time. A pilot shall be responsible for determining whether his submission has been accepted or denied.
- b. Submissions for open time trips (e.g., PMU, make-up or trip trade), and submissions to drop a trip shall be submitted no later than 0900 LBT on the day before the first affected activity. Submissions to drop, trade or move an R-day(s) shall be submitted no later than 0900 LBT 2 days before the first affected R-day(s). When submitted later than 0900 LBT on the applicable day, such submission may be processed at the Company's discretion.
- c. A bid line adjustment that would remove a pilot from a trip scheduled for a check ride is prohibited unless waived by the pilot's Chief Pilot.
- d. A bid line adjustment is prohibited if it would create a conflict with another scheduled activity (e.g., trip, R-day, training) or if the pilot making such would not be legal to operate another scheduled activity as a result of the bid line adjustment. For purposes of this paragraph, conflicts with R-days shall be determined using the rules set forth in Section 25.F.1.b.
- e. A pilot shall not submit for an open time assignment that he is not available to operate.
- f. The Company may limit bid line adjustments or other additional flying if it reasonably projects that the flying would cause a pilot to exceed FAR limitations.
- g. [Reserved]
- h. A pilot may not trade or drop a trip for which he does not hold trip guarantee.
- i. A pilot may not be assigned an activity that originates at a base other than his own.

2. Maximum Allowable Open Time

- a. The Company may deny a pilot's submission for a bid line adjustment that would place a trip(s) into open time in excess of the maximum allowable open time. Maximum open time is defined as two reserves available for every open trip, as described in the letter of agreement entitled Maximum Open Time; provided, however, that the Company may employ a less restrictive formulation of Max Open in lieu of the formulation described in the Max Open LOA.
- b. The Company may deny a pilot's submission for a bid line adjustment that involves the movement or drop of an R-day(s) if such would exceed the forecasted reserve requirement for that date and reserve period as determined by the Reserve Forecast modeling system.

3. Dropping Trips and R-days

- a. A pilot shall have the ability to submit to drop a trip or R-day(s) without pay.
- b. A pilot may not drop a trip or R-day that is scheduled in whole or in part on the following days (i.e., base days): New Year's Eve, New Year's Day, Thanksgiving Day, Christmas Eve or Christmas Day.
- c. A pilot who drops a trip or R-day(s) shall be eligible for make-up.

4. Open Time Priority In Lieu of Substitution (OTP removal code, PMU add code)

A pilot in OTP (as described in Section 25.H.11.) may submit for assignment of trips from open time in accordance with the following:

- a. He shall remain in OTP status until the close of the final bid period of pay protection, as described in Section 4.N.1. (PMU Trip Pay).
- b. He may submit for a specific trip(s) from available open time, but not for a trip which he rejected as a substitution assignment. The submission shall be processed in the order received among other submissions in OTP status, but ahead of all other open time submissions. This priority is guaranteed only for PMU submissions made prior to 0900 LBT, at least 48 hours prior to the showtime of the identified trip.
- c. He may submit through VIPS for CRS to list him as available on a certain date(s) for PMU make-up assignment. That PMU make-up submission shall be processed in the order received among other make-up submissions in OTP status, but ahead of non-PMU make-up submissions. This priority is guaranteed only for PMU make-up submissions made prior to 0900 LBT on the day before the specific date for which PMU make-up is being submitted.
- d. He is not eligible for a PMU assignment that exceeds his OTP eligibility by more than 6 CH.
- e. If a pilot does not make up all lost credit hours prior to the expiration of his OTP status, the remaining credit hours shall be available for normal make-up.
- f. An OTP pilot's eligibility for volunteer shall be governed by Section 25.H.8.
- g. If a pilot accepts a substitution assignment(s) he is not eligible for OTP.

5. Make-Up (M/U, CMU, MUS, MUV)

- a. A pilot shall have the ability to submit for a specific trip(s) or standby(s) from open time (as provided in Section 25.G.2.) to make up eligible credit hours. These submissions, along with trip trades, will be processed in the order received.
- b. A pilot may submit for an assignment (as provided in Section 25.G.2.) to make up eligible credit hours.
 - i. His submission shall include the date(s) he is available for a trip or base standby.
 - ii. His submission may include limitations (e.g., no late call, west coast, weekend layover) or may designate a specific assignment, if available.
 - iii. His submission may be withdrawn or modified prior to assignment.
 - iv. If a pilot's make-up submission contains no limitation on the length of assignment, he may be given any make-up assignment that does not conflict with a subsequent assignment on his line.
 - v. A pilot shall be responsible for any make-up assignment that complies with his submission.
 - vi. Unless previously notified of assignment, a pilot shall be available for notification of a make-up assignment beginning 1:30 hours prior to the day on which he is submitting for that assignment or make prior arrangements for notification by mutual agreement with CRS. A pilot submitting for a make-up assignment shall be prepared to show in 1:30 hours unless specified otherwise in his submission. In the case of a base that has a 3 hour reserve report status, the 1:30 showtime limit shall be increased to 3 hours.
 - vii. Submissions for make-up shall be processed in the following order: CMU, M/U, MUS, MUV and AFB.
- c. [Reserved]
- d. A make-up assignment shall be operated under a single pay code (e.g., one trip could not be half MUV and half MUS).
- e. A pilot is not eligible for a make-up assignment that exceeds his make-up eligibility by more than 6 CH.
- f. [Reserved]

- g. A pilot entitled to make up an R-day(s) will have an R-day value added to his make-up eligibility for each R-day. He shall make up that R-day(s) in accordance with Section 25.L.5.a. or L.5.b. (above).
6. Association Fly Back (AFB)
- Submissions for AFB shall be administered as provided in Section 25.L.5. (above).
7. Trading With Open Time
- A pilot shall have the ability to submit to trade his trip(s) for another trip(s) in open time. The net effect of any trade(s) in a bid period may not increase his BLG, as published, by more than 12 CH.
8. Trading Between Pilots by Mutual Consent
- a. Trading Trips
- i. A pilot shall have the ability to submit to trade a trip(s) with another pilot. His submission shall state whether it is a credit hour swap or mutual PDO bump.
- ii. Trades between pilots shall be submitted at least 2 hours prior to showtime of the first affected activity. Submissions after 0900 LBT on the day preceding the first affected activity shall be confirmed through VIPS. Submissions within 2 hours of showtime may be processed at the Company's discretion. Should automatic trip trading become operational, the Company shall process all trip trades submitted at least 1 hour before showtime of the first affected activity.
- iii. A trip trade between pilots may be processed when received, notwithstanding Section 25.L.1.a. (above).
- iv. A mutual bump shall be subject to the provisions of Section 25.L.10. (below).
- b. Trading Blocks of R-Days
- i. A pilot shall have the ability to submit to trade a full block of R-days with another pilot.
- ii. If the submitted trade would combine 2 or more blocks of R-days without an intervening day off on either pilot's schedule, the approval of that submission shall be at the discretion of CRS.
- iii. R-days assumed by a pilot as a result of a trade(s) shall be considered scheduled R-days for purposes of RLG credit and leveling.
- c. Trading a Block of R-Days with Another Pilot's Trip
- i. Pilots shall have the ability to submit to trade a full block of R-days and a trip.
- ii. If the trip and the block of R-days, as traded, would not be preceded and followed by at least 1 day off, then the approval of that request shall be at the discretion of CRS.
- iii. That trade, if approved, shall be on a PDO basis. The pilot standing the traded R-days shall assume the leveling position of the pilot originally holding the R-days.
9. Trip Pick-Up From Another Pilot
- a. A pilot shall have the ability to pick up a trip(s) from another pilot with his consent. If the submission meets all contract and legality parameters, the pilot originally assigned the trip shall be removed from the trip (without pay) and is not eligible for make-up. The pilot who picks up the trip shall have trip guarantee for that trip.
- b. Submissions for a pick-up trip shall be submitted at least 2 hours prior to showtime. Submissions after 0900 LBT on the day preceding the trip shall be confirmed in VIPS. Submissions within 2 hours of showtime may be processed at the Company's discretion.
- c. Submissions for a trip pick-up may be processed when received, notwithstanding Section 25.L.1.a. (above).
10. Per Diem Only Bumping (Non-Training)
- a. A pilot shall have the ability to bump another pilot from his trip with that pilot's consent, if the submission meets all contract and legality parameters. Submissions for PDO bumps shall be submitted at least 2 hours prior to showtime of the affected trip. Submissions after 0900 LBT on the day preceding the affected trip shall be confirmed through VIPS. Submissions within 2 hours

of showtime may be processed at the Company's discretion. A pilot on R-days may submit to bump another pilot to satisfy pilot qualification requirements (e.g., consolidation, currency), and if such submission is approved, the bumped pilot is released and is not responsible for any R-days. A pilot may be bumped from his trip under this paragraph only if he:

- i. holds trip guarantee upon assignment for the trip to be bumped;
 - ii. holds the trip to be bumped in reserve status; or
 - iii. is bumped under Section 9.A.2.
- b. If bumped, the following shall apply:
- i. The bumped pilot shall be removed from the trip and shall have no further responsibility for such trip.
 - ii. Unless the pilot held the trip in reserve status, he shall earn trip guarantee.
 - iii. If the bumped pilot held the trip in reserve status, he shall earn credit toward leveling and RLG, and shall return to his remaining reserve schedule, if any, following the footprint of the bumped trip.
 - iv. The pilot operating the trip shall earn per diem, international override and overage, if applicable. He shall earn deviation credit for the trip, if applicable, except as provided in Section 9.A.2. (management bump).
 - v. If the pilot assigned the PDO trip is unable to operate that trip due to illness or injury, the scheduled trip guarantee shall be deducted from his sick leave account.
 - vi. If the pilot assigned the PDO trip becomes illegal for his next scheduled trip or R-day, the subsequent activity shall be dropped without pay and he shall be eligible for make-up.
 - vii. If a pilot assigned a PDO trip rejects a substitution trip, the credit hours for the PDO trip shall be deducted from his current BLG/RLG and he shall be eligible for make-up.

11. Moving an R-day(s)

A pilot shall have the ability to submit to move an R-day(s) within a bid period and that submission shall not be unreasonably denied.

12. Emergency Drop

- a. A pilot shall have the ability to submit to drop a trip(s) or R-day(s) due to personal emergency.
- b. An emergency drop shall be submitted to a pilot's Chief Pilot, or his designee. The Chief Pilot, or his designee, shall approve or deny the submission after consultation with CRS.
- c. A pilot who drops an activity due to personal emergency shall be eligible for make-up.
- d. A pilot may use his vacation in lieu of drop for personal emergencies.

M. Reserve

1. General

- a. A reserve pilot shall be scheduled to stand R-days only in his base.
- b. A reserve pilot shall not be given an assignment that is scheduled to terminate more than 2 hours into his day off.
- c. If a reserve assignment operationally extends more than 2 hours into a pilot's day off, he shall accrue reserve overage (as described in Section 4.BB.8.b.), and shall have the ability to drop a subsequent R-day, if any, in the current bid period without pay. CRS shall make reasonable efforts to accommodate a pilot's request as to the subsequent R-day to be dropped. Such R-day shall be at the beginning or end of a block of R-days remaining on his line, unless the pilot agrees otherwise.
- d. A trip assigned to a reserve pilot must have a showtime in his RP.

- e. A reserve pilot removed from a trip for the following reasons shall return to his reserve schedule:
 - i. trip canceled (Section 25.H.2.a.);
 - ii. trip revised to extend more than two hours into his day off, as provided in Section 25.M.1.b.;
 - iii. early show without notice (Section 25.H.2.c.);
 - iv. weather restrictions (Section 25.H.2.f.);
 - v. FAR or other governmental authority (Section 25.H.2.g.);
 - vi. Contract limitations (Section 25.H.2.h.);
 - vii. Operational conflict (Section 25.H.2.i.);
 - viii. Duplicate or other assignment error, as defined in Section 25.AA.1.
 - f. A reserve pilot who departs his domicile to operate a domestic duty period shall be scheduled for release to a legal rest period not later than 4 hours after the end of his RP. This paragraph shall not apply:
 - i. to a pilot who is released for a legal rest period prior to the showtime of his reserve assignment; or
 - ii. if the reserve pilot is assigned to a duty period consisting exclusively of deadhead.
 - g. If a reserve pilot has met or exceeded his RLG, his remaining R-day(s) in the bid period shall be removed without pay consequence.
 - h. If a new base is established, the Company shall meet and consult with the Association regarding the feasibility of R-1.5 status in light of reasonable commuting times in the area of the new base, and the possibility of providing hotel rooms for pilots on R-1.5 in case commuting times are especially long or unpredictable.
 - i. A reserve pilot released from availability or duty for 24 hours (e.g., 24 hour or greater layover during a trip, released for international buffer, or day off) is assumed to have received a release for 1-in-7. A reserve pilot, during a block of R-days, without an assignment must be notified prior to the beginning of any release that is to satisfy 1-in-7. An R-24 pilot who is released for a 1-in-7 will not be required to be available for notification during his 1-in-7, but will be responsible for an assignment placed in VIPs during that period, provided such assignment is posted at least 24 hours prior to showtime.
 - j. Upon release for a legal rest period at base from any assignment, a reserve pilot shall be given a minimum rest period of 10 hours prior to the beginning of any subsequent reserve availability or the showtime of any subsequent assignments.
 - k. A reserve pilot shall not be hub turned through his base more than 4 times, during a single block of R-days, without his consent. This provision shall not apply to advance reserve assignments or pilots on first fly.
2. Reserve Periods (RP)
- a. Reserve periods may take any of the following forms:
 - i. Reserve Period A (RP-A) is a 12 hour period of time beginning at the start of the day.
 - ii. Reserve Period A+ (RP-A+) is a 12 hour period of time beginning 6 hours after the start of the day.
 - iii. Reserve Period B (RP-B) is a 12 hour period of time beginning 12 hours after the start of the day.
 - iv. Reserve Period B+ (RP-B+) is a 12 hour period of time beginning 18 hours after the start of the day.
 - v. Reserve Period 24 (RP-24) is a 24 hour period of time beginning at the start of the day.
 - b. The following shall be published in the bid package:
 - i. RP-24 lines (minimum as provided in Section 25.D.3.e.), and at least one of the following:

- ii. lines of RP-A, RP-A+, RP-B, or RP-B+.
- c. If, due to additional pilots activating in a position after the bid period package is distributed but before the bid is awarded, an insufficient number of reserve lines have been published, the following shall apply:
 - i. The required number of reserve lines shall be duplicated from the published reserve lines. The Company may duplicate the same reserve line multiple times; and
 - ii. The duplicated reserve lines shall be awarded in seniority order.

3. Availability

a. Report Status

Reserve pilots shall have a report status of R-1.5, R-3 or R-24.

- i. Pilots on R-1.5 status must be given at least 1:30 hours notice prior to the showtime of any assignment. However, an R-1.5 pilot may be given a 1 hour notice prior to showtime if there is no airport standby pilot who could be given the assignment, and the pilot is given late call parking. For purposes of this Agreement, the parking lot in the Flight Operations areas in Anchorage and in the Subic Bay FDA is late call parking. Memphis, and any future bases, shall either have designated late call parking or this provision will not apply.
- ii. Pilots on R-3 status must be given at least 3 hours notice prior to the showtime of any assignment.
- iii. Pilots on R-24 status must be given at least 24 hours notice prior to the showtime of any assignment, except:
 - (a) an R-24 pilot may be hub turned with less than 24 hours notice; and
 - (b) if an R-24 pilot is performing an assignment, is on vacation or has a 48 hour international duty free buffer during his first availability period, CRS may give the pilot a reserve assignment by placing the assignment in VIPS at least 24 hours prior to its scheduled showtime.
- iv. An R-24 pilot shall not have his RP changed to a non R-24 period (Section 25.M.3.d.).
- v. If, due to a shortage of non R-24 pilots, an R-24 pilot is needed in his base for shorter notification, he may be assigned to base hotel standby for a block or a portion of a block of R-days. Any assignment to base hotel standby will be for a minimum of two days and a maximum of four and shall cover the RP for which there is a shortage. Any assignment to base hotel standby shall be made in leveling order, as provided in Section 25.M.6.b. An R-24 pilot shall not be assigned to a base airport standby without first having been assigned to base hotel standby.

b. Assignment of Report Status

- i. The report status for all reserve pilots in a base shall be published in the bid period package. Pilots shall be scheduled for either R-1.5 or R-3 status for an entire RP block.
- ii. CRS shall notify a reserve pilot of any change in his report status. If a reserve pilot's report status is changed from R-3 to R-1.5, he shall be provided a minimum of 1:30 hours notice of that change and shall be provided a hotel room.

c. Notification

A pilot shall be available for notification of an assignment throughout his notification window. During his notification window, a pilot shall either answer calls placed by CRS or return those calls within 15 minutes.

- i. A pilot's notification window shall begin:
 - (a) 1:30 hours prior to his RP for an R-1.5.
 - (b) 3 hours prior to his RP for an R-3.
 - (c) 24 hours prior to his RP for an R-24.

- ii. A pilot's notification window shall end:
 - (a) 1:30 hours prior to the end of his RP for an R-1.5.
 - (b) 3 hours prior to the end of his RP for an R-3.
 - (c) 24 hours prior to the end of his RP for an R-24.
- d. Change of RP Status

CRS may change a pilot's RP (from or to A, A+, B, B+) consistent with the following. The change of a pilot's RP shall not interfere with his scheduled days off.

 - i. CRS may change a pilot's RP status by providing notice and a duty free period of at least 18 hours, measured from the beginning of the pilot's original RP or his new RP, whichever is earlier. A pilot may waive the 18 hour required notice.
 - ii. From the point of the RP status change, all R-days remaining in that block shall have the same RP.
 - iii. If the change of a pilot's RP conflicts with a scheduled day off, the portion of the RP in conflict with the day off shall be removed with pay. If this occurs, a pilot shall receive 3 CH toward his leveling.
 - iv. CRS may assign a reserve pilot 2 trips on consecutive R-days with showtimes in different RPs if the pilot is assigned the second trip at least 18 hours prior to showtime of that trip and:
 - (a) the pilot remains on duty between the trips; or
 - (b) the pilot has a legal rest period of at least 10 hours between trips and the second trip contains a layover.
 - v. If a reserve pilot is assigned 2 reserve trips with showtimes in different RPs, his RP for the balance of the block of R-days shall be the RP applicable to the second trip, unless his RP subsequently is changed as provided in Section 25.M.3.d. (this paragraph).
 - vi. CRS shall notify a pilot of changes of his RP through VIPS.
 - vii. If a pilot's RP is changed from any RP to A or B+, as provided in Section 25.M.3.d., the pilot shall receive 1:30 CH disruption pay in addition to RLG.
- e. Release Criteria and Provisions

An RP-A, A+, B or B+ reserve pilot who is given an assignment in his next RP shall be released until the showtime of that assignment. An RP-24 reserve pilot who has been given an assignment shall be released until the showtime of that assignment. If the period between release and showtime is long enough to constitute an FAR legal rest period, that period shall be considered a legal rest period.
- f. Post Duty Availability

A reserve pilot shall contact CRS at the completion of any assignment that terminates within his R-day. Such contact shall be within 30 minutes after block-in if the assignment was a trip or within 30 minutes after the conclusion of any other assignment (e.g., simulator). If the pilot is not given another assignment for that duty period, he shall be released for a minimum rest period of 10 hours.
- g. Reduced Availability Situations

A reserve pilot shall be available for assignment notification during his notification window, except as follows:

 - i. CRS may release a reserve pilot for a specified period of time during a reserve period.
 - ii. If a reserve pilot has been given an assignment, he is not required to be available prior to showtime for that assignment in the RP in which that assignment is scheduled to begin.

4. First Fly

A reserve pilot shall have the ability to be assigned trips on a "first fly" basis for an R-day(s) by indicating a first fly election through VIPS no later than 0900 LBT two days prior to the beginning

of the first R-day to which first fly will apply. A pilot's first fly election shall be effective until withdrawn. A pilot may withdraw his first fly election, through VIPS, prior to 0900 LBT one day prior to the effective date of the withdrawal. Any first fly assignments already made shall remain assigned.

5. Reserve Leveling

- a. A reserve pilot's leveling position at the beginning of a bid period shall be zero.
- b. A reserve pilot shall accrue leveling credit as provided in Section 4.
- c. CRS shall maintain the following reserve assignment lists for each crew position:
 - i. RP-A
 - ii. RP-A+
 - iii. RP-B
 - iv. RP-B+
 - v. RP-24
- d. The reserve assignment lists shall be updated, and may be viewed by pilots in VIPS, as provided in Section 25.A.7.
- e. Reserve assignments shall be made in order of reserve leveling except as provided otherwise in Section 25.K. (advance reserve assignment), and 25.M.6. (reserve open time assignments).
- f. A pilot who completes training and has R-day(s) on his custom line shall begin the R-day(s) at zero leveling.

6. Reserve Assignment Options

Reserve assignments shall be made as follows:

- a. Trips in excess of 50 hours TAFB may be assigned based upon the maximum utilization of available R-days. "First fly" elections shall be given priority consideration in the assignment of those trips.
- b. Other reserve assignments shall be made in leveling order as follows:
 - i. The reserve pilot with the lowest leveling position within the RP (and sufficient R-days to perform the assignment) shall be assigned first (i.e., a pilot will not be skipped to optimize the use of another pilot's reserve days remaining, except as provided in Section 25.M.6.a.).
 - ii. If two or more pilots have the same leveling position, assignments shall be made in reverse seniority order.
 - iii. A reserve pilot shall be given the reserve assignment with the highest credit hour value for which he is legal at the time of assignment.
- c. Notwithstanding Section 25.M.6.b. (leveling order):
 - i. Reserves who elected the "first fly" option as provided in Section 25.M.4. (above) shall be assigned in seniority order, prior to pilots who have not elected that option, until they have accrued 75% of RLG. A "first fly" reserve pilot who has met or exceeded 75% of RLG shall thereafter be assigned without regard to "first fly." The 75% limitation shall not apply to R-days that are part of a mini-RLG.
 - ii. The Company may assign a reserve outside of leveling order to satisfy FAR minimum block hour requirements following training for a new crew position, and pilot proficiency requirements. The pilot shall also have the ability to request a PDO bump to satisfy such requirements, as provided in Section 25.L.10.a. Such requests shall be granted if CRS determines that the pilot is not on target to meet proficiency or consolidation requirements and that the trip requested is an appropriate means of addressing that issue.
- d. [Reserved]

- e. If a reserve pilot shows for his assignment and is removed, the following shall apply:
 - i. he may be assigned to another trip, assigned to a base airport standby, or released for a legal rest period.
 - ii. If he is assigned a base airport standby, his duty period shall begin at showtime of his original reserve assignment, or the beginning of the base airport standby, whichever is earlier. If he is not given an assignment during the standby period, he shall be released until his next scheduled activity.
- f. If a reserve pilot returns to base from a trip, and does not have another assignment in that duty period, he may either be assigned to another trip that falls within his scheduled duty limits, or released for a legal rest period.
- g. To facilitate reserve assignments, CRS may remove 1 R-day from the beginning or end of a subsequently scheduled block of R-days in the same bid period and add that day to the end of a reserve pilot's current block of R-days in order to complete a reserve assignment. No more than 1 R-day per line, per bid period, may be moved without a pilot's approval. A reserve trip must begin on an originally scheduled R-day.
- h. A reserve pilot may be offered an assignment scheduled to extend up to 24 hours beyond the end of his block of R-days. The acceptance of such an assignment is at the pilot's option. If the pilot accepts the assignment, the portion of the trip that extended beyond his scheduled block of R-days shall be compensated as provided in Section 4.H.9. (150% calculated like carryover trip), and the pilot's responsibility for his remaining R-days on his reserve line shall continue.

N. Volunteer (VLT)

1. Volunteer Submissions

A pilot may submit for a VLT assignment through VIPS.

- a. A VLT submission shall include the date(s) the pilot is available for a VLT trip or base standby.
- b. A VLT submission shall have the ability to include limitations (e.g., no late call, west coast, weekend layover) or may designate a specific assignment, if available.
- c. A VLT submission may be withdrawn or modified prior to assignment.
- d. A pilot shall be available for notification of a VLT assignment beginning 1:30 hours prior to the day on which he is submitting for a VLT assignment. A pilot submitting for a VLT assignment shall be prepared to show for an assignment in 1:30 hours unless specified otherwise in his VLT submission.
- e. If a pilot's VLT submission contains no limitation on the length of assignment, he may be given any VLT assignment that does not conflict with a subsequent assignment on his line.
- f. A pilot shall be responsible for any VLT assignment that complies with his VLT submission.
- g. A pilot who holds a pay only line, except a pilot in ITU, may not accept a VLT trip or standby during that bid period.

2. Volunteer Assignment

VLT assignments shall be made during the open time assignment window provided in Section 25.G.3., as follows:

- a. VLT submissions prior to 0900 LBT shall be considered before those submitted after 0900 LBT.
- b. VLT assignments shall be made based on the number of VLT credit hours earned in the preceding 180 days. Pilots with the least number of VLT credit hours shall be assigned first. If 2 or more pilots have earned equal VLT credit hours, the most senior pilot shall be assigned first.
- c. A pilot's submission for VLT assignment on multiple days shall be effective unless withdrawn by the pilot.

Example:

A pilot submits for VLT on 4 consecutive days, and is assigned a VLT trip on days 1 and 2. The pilot remains eligible for VLT assignment(s) on days 3 and 4 unless he changes his submission.

3. Volunteer Limitations

The following limitations apply to VLT assignments:

- a. A pilot shall not submit for a VLT assignment on a day(s) on which he has dropped a trip, however, he shall have the ability to fly a DRF trip.
- b. A pilot shall not be given a VLT assignment that conflicts with another scheduled activity (e.g., trip, R-day, training, vacation) or that he is not available or legal to operate.
- c. The Company may limit a pilot's VLT flying if it anticipates that he would exceed FAR or contract limitations for future scheduled duty.
- d. A pilot's eligibility for a VLT trip that operates during a portion of his substitution window shall be governed by Section 25.H.8. (above).
- e. [Reserved]
- f. A VLT is not eligible for substitution.
- g. When a VLT assignment is revised prior to block-out and does not meet the pilot's stated limitations in Section 25.N.1.a. and N.1.b., such VLT pilot shall be removed from the assignment and shall be compensated as provided in Section 4.Q.2.

4. Advance Volunteer Assignment (AVA)

The Company may advance assign a VLT trip prior to the open time assignment window subject to the following:

- a. AVA shall be available and assigned to all eligible pilots beginning 7 days prior to showtime for that assignment, based on the reserve forecast.
- b. A trip is eligible for AVA assignment only if the trip has a showtime:
 - i. between Thanksgiving Day and December 31; or
 - ii. during a bid period in which the Company has requested voluntary vacation cancellations in the pilot's crew position; or
 - iii. during a bid period in which the Company has involuntarily canceled a vacation in the pilot's crew position.

O. Draft (DRF)

1. CRS shall offer a DRF assignment in reverse seniority order to pilots who are legal and available for that assignment.
2. The first pilot offered a DRF assignment shall be the next pilot senior to the last pilot who accepted a DRF assignment.
3. A pilot must accept or reject a DRF assignment at the time it is offered.
4. A pilot shall have the ability to fly DRF at any time during his time off (including during the time of a dropped trip or refused substitution).
5. A DRF pilot is not eligible for substitution.
6. When a DRF assignment is revised prior to block-out and would otherwise be eligible for substitution, such DRF pilot shall be removed from the assignment and shall be compensated as provided in Section 4.Q.2.

P. Management Assignment

If an open time trip cannot be assigned to a line pilot as provided in Section 25.G., except for substitution, that trip may be assigned to a management or supervisory pilot during the period of 9 hours prior to showtime for a domestic trip or 13 hours prior to showtime for an international trip.

Q. Base Replacement Assignment

1. The Company may remove a pilot from his assigned trip and assign him as a base replacement to another trip when CRS determines that the assignment of that trip as provided in Section 25.G., would cause a departure delay.

2. When it is necessary to assign a base replacement trip, CRS shall identify the pilots in the applicable crew position who are appropriate for that assignment. If time permits, a base replacement trip shall be offered to those pilots in seniority order. If time does not permit, the assignment may be offered to 1 or more of those pilots in any order. A pilot may accept or reject a base replacement trip; provided, however, that when necessary, the Company may involuntarily assign that trip.
3. If a pilot's base replacement trip is canceled, he shall be reassigned to his original trip, if available, and if not, he shall be released.
4. If a reserve pilot is reassigned under the circumstances described in Section 25.Q.1. (above), he shall not be considered to be on a base replacement trip.

R. Field Emergency Assignment

1. The Company may offer a field emergency assignment to a pilot not currently on a trip to replace another pilot who is unable to complete his trip in progress, if that pilot cannot be replaced as provided in Section 25.G.
2. A pilot shall accept or reject a field emergency assignment at the time the assignment is offered.
3. A field emergency pilot shall be assigned a trip that is constructed in the following way. The trip shall:
 - a. originate at his base;
 - b. position the pilot to the aircraft's location;
 - c. operate the required flight(s); and
 - d. return to the pilot's base.
4. A field emergency pilot shall be provided his choice of business jumpseat or an appropriate class of deadhead travel, as provided in Section 8.A.3., to return to his original point of departure at the completion of the trip.

S. Trip Revision

1. The Company may revise a pilot's trip at any time in accordance with other provisions of this Agreement.
2. Trips in the following pay codes are eligible for disruption compensation: TRP, AST, SOF, SWP, M/U, MUV, MUD, MUS and CIA. If a pilot's eligible trip results in a disruption, the pilot shall receive disruption pay, as provided in Section 4.W., in addition to all other compensation for that trip. The pilot must operate the disruption in order to receive the corresponding pay.

a. Landing Disruption

A disruption(s) is created if a trip is revised such that the number of actual landings during the trip exceeds the number of landings scheduled when the trip was awarded/assigned. Each additional landing shall result in a separate disruption. For purposes of this paragraph, landings are counted if:

- i. the pilot was a member of an operating crew during the landing (i.e., not deadheading or jumpseating); and
- ii. the landing did not occur in any of the following circumstances:
 - (a) as the result of a diversion due to a maintenance problem on the aircraft the pilot was operating or weather that prevented the pilot from landing at the scheduled destination;
 - (b) during a standby sequence;
 - (c) during a duty period that was paid as an extra duty period as provided in Section 4.Y.;
 - (d) as the result of a deadhead at the end of a trip being revised to operate back to base. If this occurs, the first two landings resulting from that change shall not count toward the actual landing total; or
 - (e) on a flight identified in the bid pack as a sweep flight. For purposes of this paragraph, no more than 25% of the flights in a particular bid pack (e.g., 727 MEM) may be designated as sweep flights.

b. Duty Period Disruptions

A duty period is disrupted if one or more of the following events occurs:

- i. a trip was originally scheduled with one layover, and is rescheduled so that the trip has no layover (i.e., trip with one layover rescheduled to an out and back).
- ii. a deadhead at the end of the trip is deleted (i.e., trip revised to operate to base instead of deadhead to base) on a trip that was originally scheduled with revenue flights.
- iii. a standby of any length is added immediately prior to an originally scheduled deadhead at the beginning or end of a trip.
- iv. a standby period is added to a duty period for reasons other than maintenance or weather (e.g., snow, ice).

c. Layover Changes

A disruption for a trip occurs if more than half of the layover cities are changed. A layover change is rescheduling a layover to occur in a different city, as determined by the airport identifier, except that the following are not considered changes of a layover city:

- i. A change between hotels in the same location; or
- ii. A change between cities that are determined by the SIG to be co-terminal (e.g., MIA, FLL); or
- iii. Cancellation of a layover (e.g., trip with one layover becomes an out and back with no layover (this is a duty period disruption under Section 25.S.2.b.i.), or a multiple layover trip has fewer layovers due to returning to base early).

Note: The following formula is used for determining layover changes.

Determining whether more than 50% of the layovers have changed (for purposes of Section 25.S.) will be determined in accordance with the following methodology:

1. y = number of scheduled layovers when the pairing was awarded/assigned to the pilot.
2. x = number of scheduled layover locations that can not be paired with actual layover locations (matching location only, not date or time).
3. If the trip is shortened, layovers that were scheduled to occur after the actual end of the trip are counted as if they occurred as scheduled.
4. Layovers that were scheduled to occur during a standby sequence are counted as if they occurred as scheduled, regardless of how the trip actually operates.
5. If $x/y > 50\%$, then a disruption occurs.

3. The Company shall make reasonable efforts to return a disrupted pilot to his original trip at the earliest opportunity.

Example: A hi-mins pull from IND hub turns will be returned at the earliest opportunity to the Captain's original flight sequence. International point to point flight sequences ordinarily will not be rebuilt, nor will a deadhead be inserted to return a pilot to his original trip

T. FAR Extensions

If a pilot's duty period is extended beyond 1:30 hour operational limits (as provided in Section 12.C.5. or 12.D.6.), by the Vice President, Flight Operations, or his designee, or the pilot voluntarily extends beyond such limits as provided in Section 12.D.6.b.ii., such pilot shall receive FAR extension pay in addition to all other compensation as provided in Section 4.X. (FAR Extension Pay).

U. Bumping for Training

1. A pilot may be removed from his trip, or a portion thereof, for required training of another pilot. He shall be notified of his removal as far in advance as possible, but not later than 12 hours prior to showtime. He may waive such minimum notice.

2. If a pilot is bumped from his entire trip to facilitate the training of another pilot, he shall be removed from the trip, shall have no further responsibility for that trip and shall earn trip guarantee. Any deadhead monies associated with the removed trip shall remain intact.
3. A pilot may be bumped from a portion of his trip to facilitate the training of another pilot, consistent with the following:
 - a. His original trip shall be revised to contain the portion of that trip for which he is still required, based on standard trip construction practices; and
 - b. He shall earn trip guarantee for his originally scheduled trip and shall earn per diem and international override, if any, for the revised trip.

Example: If a duty period(s) is normally constructed with an RFO (e.g., duty periods over 7:35 block hours, SYD-SFS, etc.) and a First Officer is bumped to facilitate IOE training, the First Officer will be kept on the RFO leg(s), because the student must leave the controls when the LCA leaves the cockpit to rest.

V. Extra Duty Period

Trips in the following pay codes are eligible for extra duty period pay: TRP, AST, SOF, SWP, M/U, MUV, MUD, MUS and CIA. If the actual number of duty periods operated in a pilot's eligible trip exceeds the number of duty periods scheduled when the pilot was awarded the trip, the pilot shall be compensated extra duty period pay (3:30 CH at his normal pay rate for each additional duty period), in addition to all other compensation, as provided in Section 4.Y.

W. Special International Bid Award (SIBA)

1. When regulatory constraints or operational considerations in a foreign location (e.g., availability of entry visas, training considerations), merit the maintenance of a limited number of qualified pilots dedicated to certain specified international flying, the Company may establish a SIBA in the Memphis pilot domicile from which to conduct that flying.
2. A SIBA shall be located at the Memphis pilot domicile and shall consist of the specified international flying constructed into regular, secondary and reserve lines. SIBA lines of flying shall consist primarily of the specified international flying; however, limited amounts of other flying may be used to ensure proper balance in line construction and pay parameters.
3. Pilots bidding for the SIBA must be current and qualified, have no weather qualification restrictions and hold the crew position in the Memphis pilot domicile designated by the Company for that specified international flying. Bid awards to the SIBA shall be determined in seniority order based on the seniority of the pilots in the Memphis bid pack for the designated aircraft type. If a SIBA remains unfilled, it may be assigned to the most junior qualified pilot holding the appropriate crew position. An inverse assignment shall be for the duration of the posted SIBA. A pilot shall not be inversely assigned to a SIBA more than once in any 14 month period unless all more senior pilots eligible to bid for the SIBA have also been inversely assigned to the SIBA.
4. Qualified pilots who are awarded a SIBA shall be obligated to bid and fly in that SIBA for up to three consecutive bid periods. SIBA lines shall be awarded in seniority order among pilots in the SIBA.
5. Any special training required for the SIBA flying (e.g., ground school, line familiarization) shall be accomplished before or during the first trip of the first bid period associated with that SIBA, as scheduled by the Company.
6. International override and per diem associated with a SIBA shall be paid in accordance with Sections 3 and 5, and shall accrue on a trip by trip basis.
7. A pilot awarded a SIBA, who bids on and is awarded a vacancy in another crew position, shall be released from his SIBA award during the bid period(s) in which his training for the vacancy award occurs.

X. Duty in the Uniformed Services (as defined by USERRA) of less than a full bid period

1. A pilot whose absence is less than a full bid period and is the result of uniformed service shall be governed by USERRA and its attendant regulations. Under those regulations a pilot is "strongly encouraged" (32 CFR 104.6 (a)(1)) by the Department of Defense to provide advance notice in writing

to the Company of pending uniformed service. Notice by a pilot to the Company about uniformed service obligations should be addressed to the pilot's immediate manager (Chief Pilot).

2. A pilot whose service period conflicts with an already scheduled flight activity shall have those activities dropped without pay and eligible for make-up. B-plan contributions shall be made to the pilots for service period conflicts as if those hours were flown by the pilot.
3. A pilot may use available vacation CHs to cover the scheduled CHs in conflict with his service, provided such use does not create a deficit in the pilot's vacation bank.
4. The Company and Association's Military Affairs committee shall endeavor to work cooperatively to minimize and resolve issues involving pilots, their service in the uniformed services and their use of military leave.

Y. Jury Duty Absence

1. When a pilot receives notice pertaining to jury duty, he shall notify the Regional Chief Pilot, or his designee, and provide him with a copy of that notice, as soon as practicable. When warranted by operational needs, the Company may request the appropriate authorities to defer or establish an alternate date(s) for a pilot's jury duty.
2. The Company shall pay a pilot based on the value of each scheduled trip day or R-day missed during the period of jury service, beginning with the first day of government compensated jury service and ending with the last day of government compensated jury service. If a pilot is removed from a multiple day trip, the pilot shall be eligible for substitution for the portion of the trip not in conflict with jury duty. Jury duty shall include 1 day traveling to and 1 day traveling from jury duty if a pilot is assigned to an FDA location.
3. A pilot who fails to provide the notice required by Section 25.Y.1. (above) shall not be eligible for Company jury duty pay protection.
4. Once notified of an FDA assignment, if a pilot is called to jury duty and a potential conflict is created by that duty, the Company may advise the appropriate governmental authorities of his situation and seek for him to be excused from jury service.
5. In jurisdictions where a juror is required to stay in his city and call jury administration authorities daily to be available for jury assignment, a pilot shall be eligible for jury duty pay protection provided the pilot provides his RCP/ACP with notice and a copy of his jury duty service notice, with the call-in dates listed, within 18 calendar days from the original notice of jury service (measured from the date of postmark).

Z. Bereavement Absence

1. In the event of a death in a pilot's immediate family (spouse, child, parent, sister, brother, father-in-law, mother-in-law, grandparent, or grandchild, including half and current step relations), the pilot, after notifying the Company of the decedent's name, address, relationship to the pilot, and date of death, shall receive bereavement absence with pay for a maximum of 3 consecutive days. The 3 days shall begin within 7 days after the date of death. Pay for bereavement absence shall be as provided in Section 4.I.8.c.
2. Upon request, a pilot based in an FDA location shall receive an additional two days of bereavement absence without pay for the purpose of travel.
3. A pilot may receive additional days for bereavement absence, with the approval of his Chief Pilot, by using available vacation, or by dropping trip(s)/R-day(s) eligible for make-up.

AA. Duplicate or Other Assignment Error

1. A duplicate or other assignment error occurs if:
 - a. a pilot is inadvertently not given an assignment to which he was entitled; or
 - b. a pilot is notified of an assignment, through VIPS or contact with CRS, to which another pilot was entitled; or
 - c. multiple pilots are given the same assignment.

2. In case of a duplicate or other assignment error, the following shall apply to the pilot who should have been given the assignment:
 - a. If it is feasible, such pilot shall be given the assignment to which he was entitled.
 - b. If the assignment is not given to the pilot who should have received it (e.g., time constraints do not permit reassignment), the credit hours from the assignment shall be eligible for compensatory make-up.
 - c. If it is not possible to determine which pilot should have received the trip (e.g., time does not permit the necessary research), then the senior pilot shall be offered the choice of performing the assignment, or having the credit hours for the assignment deposited into his compensatory make-up bank.
3. In case of a duplicate or other assignment error, the following shall apply to the pilot, if any, who received the assignment in error.
 - a. If operational circumstances permit, such pilot shall be removed from the assignment and it shall be reassigned to the pilot who should have received the assignment, as provided in Section 25.AA.2.a. (above).
 - b. If the pilot removed from the trip held trip guarantee for the trip, and received notice of the assignment, through VIPS or contact with CRS, he shall be eligible for compensatory make-up for the credit hours removed due to assignment error.
 - c. If the pilot removed from the trip did not hold trip guarantee for the trip, his entitlement to showpay shall be determined in accordance with other provisions of the Agreement.

4. Substitution Election

Notwithstanding the above, if, as a result of a duplicate or other assignment error, a pilot is removed from a trip for which he held trip guarantee, or does not receive an assignment for which he would have held trip guarantee upon assignment, the pilot may elect to be placed in substitution in lieu of having credit hours deposited into his compensatory make-up bank. Any such election must be made through direct contact with CRS, when the pilot first learns of the error.

5. Limitations

- a. Section 25.AA. shall not apply to pilots in substitution or reserve status.
- b. Section 25.AA. shall be applied one time for each qualifying error. If a single assignment error results in several pilots receiving different trips than they would have received but for the error, the provisions of this paragraph only apply to the pilot who received the first trip in error, and the pilot who was denied the first trip due to the error.

6. Compensatory Make-Up

- a. A pilot shall have the ability to submit for a compensatory make-up assignment in the same manner as for regular make-up assignments, as provided in Section 25.L.5.
- b. A pilot is not eligible for a compensatory make-up assignment that exceeds his compensatory make-up eligibility by more than 6 CH.
- c. Compensation for compensatory make-up shall be as provided in Section 4.DD.

BB. Scheduling Improvement Group (SIG)

A. Statement of Intent

The parties agree that the construction of the pairings and lines each month can immensely affect both the Company and the pilots. The purpose of the SIG is to provide, through joint participation and cooperation, a process that promotes, to the greatest extent possible, a reasonable balance between the following competing interests of both parties.

1. For the Company, the efficiency and productivity of the pairings impact operational safety, reliability, cost, and business competitiveness that are critical for proper system and operational coordination. The flight pairing and line construction must be managed and maintained within acceptable financial and operational limits.

2. For the Federal Express pilots, flight pairings and lines represent an important factor in their work environment, including the promotion of a safe and effective flight operation. Pairings and lines also contribute, along with seat position, seniority and work effort to a pilot's income opportunities. A pilot's work schedule and the coordination of that work schedule with other flight, travel, and operational responsibilities can impact a pilot's ability to operate an aircraft safely.

B. Composition of SIG

The SIG shall consist of 4 members. The Company shall select two representatives, one of whom shall be a seniority holding member of Flight Management, and shall designate a SIG Chairman from the two representatives. The Association's two SIG members shall be the MEC Scheduling Committee Chairman and Vice-Chairman or other line pilots designated by the Association.

C. Responsibilities of the SIG

1. Oversee Monthly Pairing and Line Construction Process

a. Pairing Construction

The SIG shall ensure that the pairings and lines are constructed, through coordination of the PSIT with CRP specialists. The Crew Planning department shall build the pairings. The SIG shall have oversight to ensure there is a mutually effective avenue for input into the pairing construction process between the PSIT and CRP Specialists.

i. Manage Pairing Generation

- (a) The SIG shall work with the Company to produce and develop the parameters that are input into the pairing generator. The Company and the SIG shall work jointly to utilize and manage pairing generation to produce safe, legal and reliable trips that are both flyable in terms of quality of life and cost effective.
- (b) If the Company develops or purchases software including new or different functions for use in pairing generation, the Company shall notify the Association SIG members in writing, at least 45 days prior to using such software in the pairing generation process. The Company shall take input from the Association SIG members regarding the application of such software. The Association SIG members may dispute new functions.
- (c) Upon notification by the MEC Scheduling Chairman, the Company shall advise the Association SIG members of significant changes in the settings of existing functions that led to a particular solution.

ii. Pairings Conference Call

The pairings conference call shall provide the opportunity for PSIT and the Association SIG members' input of needed repair and design changes. The MEC Scheduling Chairman will designate a lead PSIT member for each base (or at the election of the MEC Scheduling Chairman, each equipment type), who shall be the primary spokesperson for his subgroup on the conference call. The pairings conference call shall include:

- (a) the SIG members, or their designees;
- (b) the participating members of the PSIT and Reviewers, as designated by the MEC Scheduling Committee Chairman; and
- (c) appropriate Company employee(s) involved in pairing and line construction.

iii. Pairing Variety

The Company recognizes that having an assortment of pairing lengths (e.g., 1 day, 2 day, 3 day, 4 day and longer pairings), facilitates trip trading and provides a variety of choice in regular lines. While pairing solutions inevitably change along with the business, the Company will ensure that, from the perspective of the overall FedEx Flight Operation, there is a selection of trip lengths available for pilots to bid and fly (e.g., some trip lengths may only be available in certain fleets and bases and not others, etc.).

b. Line Construction

The SIG shall manage the PSIT participation in the line construction process.

c. Evaluation Criteria

The SIG shall evaluate both pairings and lines with regard to their impact on safety (e.g., consideration of circadian rhythm disruptions, compounding effects of fatigue, etc.), reliability, reasonable crew desires and cost effectiveness.

d. Bid Pack Production Timeline

Unless otherwise agreed by the MEC Scheduling Chairman and the SIG Chairman, or unless prevented by circumstances beyond the control of either party, the following timeline shall be observed for the construction of the bid period package. Target dates and "Not Later Than" (NLT) dates are measured from the target date for publication of the bid period package:

i. The timeline for delivery of the preliminary pairings to the PSIT and reviewers shall be:

(a) Target: 13 days

(b) NLT: 11 days

ii. The timeline for the pairings conference call shall be:

(a) Target: 8 days

(b) NLT: 7 days

iii. The timeline for the delivery of the final pairings to the PSIT and reviewers

(a) Target: 6 days

(b) NLT: 4 days

iv. The timeline for the publication of the bid period package shall be:

(a) Target: Day 0

(b) NLT: Day +1

e. Management of SIG Parameters

The SIG shall work to ensure that the collection of SIG parameters are effective in guiding pairing generation so that the automated solutions further the goals for the SIG process as outlined in Section 25.BB.A. To facilitate this process, there shall be two types of SIG parameters—hard parameters and soft parameters, both of which are applicable in the bid period package construction process.

i. The Company must apply hard parameters in the bid pack construction process unless the Vice President, Flight Operations and the MEC Chairman agree otherwise in writing. Any such agreement may contain conditions and/or limitations, as mutually agreed between the V.P. and the MEC Chairman.

ii. The Company may override a soft parameter(s), provided it gives at least 45 days written notice, prior to the delivery of the preliminary pairings, of its intent to do so and the reasons therefore. This notice shall be sent to the MEC Scheduling Chairman. The Association may dispute the Company's decision via the VP/MEC Chairman track for resolution of disputes as described in paragraph G. Other soft parameters may be added by agreement of the Association and the Company.

2. Manage the Pilot Scheduling Improvement Team (PSIT)

a. Composition of PSIT

A primary PSIT member participates directly in the bid period build process and is compensated as such in any given bid period. A back-up PSIT member is a fully trained member assisting the primary(s) in a given bid period through trip review and conference call participation. The roles are rotational and are scheduled by the MEC Scheduling Committee chairman. PSIT members shall be line pilots selected by the Association with the consent of the Company, which shall not be unreasonably withheld.

b. Number of PSIT members

The number of primary PSIT members per base shall be predicated on the crew position with the most lines and on the line count for three consecutive bid periods. There shall be:

- i. 1 primary PSIT member if the number of lines is 100 or less;
- ii. 2 primary PSIT members if the number of lines is between 101 and 350;
- iii. An additional primary PSIT member for each increment of 250 lines (e.g., the third PSIT member is added at 351 lines, the fourth is added at 600 lines, etc.); and
- iv. There shall be one back-up PSIT member for each base, which shall be increased by one for each 300 lines, measured in the same manner as for primary PSIT members.

Example: Suppose there are 280 captain lines in the Memphis MD-11 base and 320 first officer lines in that base. The number of back-up PSIT members is 2, since the number of lines is more than 300. When the number of MEM11 F/O lines reaches 351 for three consecutive bid periods, the number of primary PSIT members assigned to the MEM 11 base shall increase to 3.

c. Duties of PSIT

- i. The PSIT shall report to the SIG and shall perform its duties consistent with the goals outlined for the SIG/PSIT process, as set forth in Section 25.BB.A.
- ii. The PSIT shall participate each bid period in the conference call and other joint meetings called to provide constructive input into trip and line construction. Such input shall include, but not be limited to, pilot fatigue issues, weather anomalies, factors which cause variations in actual versus scheduled duty times, air traffic control delays, and other operational considerations related to the flight schedule.
- iii. The PSIT shall provide the SIG and flight management with constructive feedback received from line pilots with regard to trips and lines for the purpose of performing the functions within the purview of the SIG/PSIT.

3. Coordinate Cross Divisional Cooperation in Schedule Construction

a. Scope of Required Coordination

The construction of the monthly flight schedule is influenced by numerous groups within the Company. Promoting the closest practical coordination between the core groups responsible for the final airline schedule is essential to accomplishing the goals stated in Section 25.BB.A. The groups most directly involved in affecting the published flight schedule are: Airline Scheduling, Crew Resource Planning, Flight Management, GOC, CRS; Aircraft Acquisitions, Charter Operations and Flight Safety.

b. Quarterly Cross-Sectional Meeting

- i. To facilitate cooperation between these different areas of the Company which impact pilot schedule construction, and to promote a greater level of mutual understanding, unless otherwise agreed by the MEC Scheduling Chairman and the SIG Chairman, the parties shall meet each calendar quarter with designated representatives from each of the above areas to review, discuss, and share information in an attempt to foster a better understanding of the problems faced by both the Company and the pilots. The SIG Chairman will conduct the meeting. To the greatest extent possible, this group will mutually resolve concerns about flight schedules. At this quarterly meeting, the parties shall also discuss any upcoming changes that are likely to impact the future quarter's flight schedules, so that problems and disruptions accompanying the changes in constructing future flight schedules can be anticipated and minimized.
- ii. Unless otherwise agreed by the MEC Scheduling Chairman and the SIG Chairman all SIG members shall attend and participate in the quarterly cross sectional meetings and shall work together to recommend jointly to flight management ways in which future schedules can be improved or adjusted. Recommendations to Flight Management shall be in writing and approved by all members of the SIG.

4. Participate in Development of New Software/Hardware

The SIG shall have regular input into the process of purchasing or developing any new software or hardware that will be used to construct pairings and/or lines. Additionally, if the Company modifies computer systems that pilots use to interface with CRS or CRP (e.g., display of reserve leveling lists, display of open time, input screens, etc.), the SIG shall have input into such modifications.

5. Communications

General communications to the crew force about the SIG activities and its accomplishments shall be mutually agreed to and jointly reviewed by the Company and the Association before publication.

6. Provide SIG Input and Feedback on Ancillary Issues

The MEC Scheduling Chairman shall have the ability to provide input into the percentage of credit hours left in open time to facilitate trip trading, and into the process for constructing reserve and secondary lines. The MEC Scheduling Chairman shall also have the ability to provide feedback regarding any revisions or the creation of flying outside the bid pack process.

D. Access to Information and Confidentiality

1. Flight Operations Plans and Analysis shall provide all members of the SIG such information in the Company's possession, as mutually agreed between the Company and the SIG, which is necessary to perform the SIG's tasks. At a minimum, this information will include the following data:

- a. A daily report of all trips that exceeded the operational on-duty or block limits, including trip number(s) and the reasons for the extension(s).
- b. A bid period report of all trips that exceeded the scheduled on-duty or block limitations, including, at a minimum, the trip numbers.
- c. A bid period report that identifies trips flown by number, frequency of occurrence, CH value and assignment code. This information shall be available only on Company property unless otherwise agreed by the Vice President, Flight Operations or his designee.
- d. Sick leave utilization by crew position, for each bid period.
- e. Reserve utilization by reserve period type, by crew position, for each bid period.
- f. Volunteer and Draft incidence by crew position, for each bid period.
- g. actual block hours by crew position, for each bid period.
- h. actual credit hours by crew position, for each bid period.
- i. block hour distribution by crew position, for each bid period.
- j. Revision and x-pairing report. The Company shall work to automate a report that includes the first and last revision of every trip that is revised, or every x-pairing that is built, beyond agreed upon thresholds. In the meantime, the Company shall continue to deliver the report in its current form.
- k. a report, by occurrence, detailing the reason for and the frequency of any deadhead on a Company aircraft, chartered jet carrier, Company corporate business jet aircraft or on a scheduled U.S. certificated air carrier operating under FAR Part 135. All members of the SIG shall be notified of the reasons for any action by the end of the next business day.

2. The SIG, PSIT and reviewers recognize that they may be entrusted with information not generally made available to line pilots, or to the public, that constitutes confidential information, in which the Company has a significant and valuable proprietary interest. This information shall be kept confidential and shall not be published nor shall it be distributed outside the Company to any third party for any purpose, without the express written permission of the V.P. of Flight, nor shall it be used for any purpose other than to meet SIG responsibilities outlined in this Section.

E. Resolution of Disputes Regarding Specific Pairings

The SIG may formally dispute particular pairings in accordance with the following process that are inconsistent with the goals and purposes established elsewhere in this Agreement. In no case shall

disputes made under the provisions of this Section, cause a delay in the printing or distribution of the monthly bid package.

Intent: The language regarding not creating a delay in bid pack printing is not meant to allow a "fix it next month" mentality. The process is intended to be as expedited as possible, but it will not be permitted to jeopardize the timely publication of bid packs.

1. The SIG may use the pairing dispute procedure described in this paragraph only to dispute new pairings. A "new" pairing is one which is materially different from the way the pairing was constructed in the three previous bid periods. A pairing is not new if it has been built and flown materially the same way without challenge for three consecutive bid periods after 5/31/1999. A change in a deadhead carrier or service provider (e.g., change from Delta to United or from Super Shuttle to Argenbright) shall not, by itself, constitute a material change unless such deadhead change eliminates a layover or occurs mid-pairing.
2. The SIG shall provide a written list of all disputed pairings prior to the monthly conference call/meeting and shall identify each disputed pairing and the reasons why it is unacceptable during that conference call. The Company may agree to rebuild the pairing to alleviate the concerns expressed by the SIG. The SIG may withdraw a dispute after discussion during the conference call/meeting. If, between the pairings conference call and the issuance of the final pairings, a new pairing design is built for inclusion in the bid period package, the SIG shall have the ability to dispute such new design as if it had been part of the preliminary pairing solution.

Intent: Disputed pairings shall be corrected in the current month to the maximum extent possible without delaying the process.

3. If there are pairings that remain disputed after the conference call/meeting, the SIG shall meet and attempt to resolve the pairings still in dispute. If all such disputes are not resolved by the SIG, the SIG shall present the System Chief Pilot (SCP), or his designee, written rationale explaining why each disputed pairing should be changed.
4. The SCP or his designee shall review each disputed pairing and may direct that the pairing be rebuilt to the SIG's satisfaction. The SIG may withdraw the dispute after the meeting with the SCP or his designee.
5. If there are pairings that remain disputed after meeting with the SCP or his designee, the following process shall apply to each bid pack which contains disputed pairings for the immediately upcoming bid period only:
 - a. If the number of remaining disputed pairings in a particular bid pack does not exceed 5% of the total number of pairings in that bid pack, the disputed pairings shall not be included on bid lines without SIG approval. Such pairings shall appear in open time and shall be available for ordinary open time assignment or for placement on a VTO or custom line if specifically requested by a pilot holding such line.
 - b. If the number of remaining disputed pairings in a particular bid pack exceeds 5% of the total number of pairings in that bid pack, the SIG shall choose the pairings which shall be placed in open time as described in paragraph 5.a., above (i.e., up to 5% of the total number of pairings in the bid pack). The remaining disputed pairings may be built into bid lines.
 - c. When calculating the 5% referenced in paragraphs E.6.a., and E.6.b., above, a bid pack with pairings that are not identical in all seat positions shall be treated as separate bid packs for each seat position. If a particular flight sequence which is the cause of a dispute appears in several pairings, those pairings shall count as one pairing for purposes of calculating the 5%.
6. If a pairing routinely goes into operational limits that pairing shall be rebuilt.
7. If the Association SIG members elect to pursue the dispute further they shall choose between the mutually exclusive processes described in paragraph F. and G., below. If the Association SIG members do not choose a dispute track after having disputed a pairing for four bid periods, the SIG Chairman may initiate the SIG Neutral track.

F. Final Resolution of Scheduling Disputes: SIG Neutral Track

If the Association SIG members elect to pursue the SIG neutral track, the following procedure shall apply.

1. Upon written request by the chairman of the SIG, the SCP shall convene a Scheduling Dispute Board. The board shall be composed of the SCP, the MEC Chairman, one Company SIG rep and one Association SIG representative.
 - a. The board shall meet within 5 calendar days to review appropriate data, including the flying history of the disputed pairing(s), at issue and discuss reasonable options on how the disputed pairing can be reconfigured in light of the operational requirements. Both sides shall use their best efforts to resolve the problem.
 - b. If the disputed pairing can be reconstructed, rebuilt or combined into another pairing so that the overall cost of the pairing is the same or essentially the same as prior to the reconstruction and the change does not compromise system form or reliability, then the pairing shall be changed accordingly.
 - c. Additionally, if on a recurring basis, a pairing, disputed or not, appears in open time and is routinely avoided by pilots trip trading or eligible for make-up, OTP, etc., and therefore must be assigned to a reserve pilot, the above procedure shall apply, unless the Association elects to pursue the VP/MEC Chairman track instead.
2. If a schedule construction issue(s) or pairing dispute(s) is not solved in the SIG, the quarterly meeting, or at the Scheduling Dispute Board levels, the ALPA SIG may choose to submit the dispute to an independent neutral mutually selected by both parties. The neutral shall gather facts, report findings and within 14 calendar days offer a recommendation to the Sr. V.P., Air Operations Division. The neutral may recommend the course of action that he finds which balances the competing needs and interests of both parties. The cost of the neutral shall be borne equally by both the Company and the Association.
3. The Senior V.P. of AOD shall review the findings of the neutral within 7 business days and issue a final decision concerning the matter. That decision shall be final and shall be sent to the neutral, the V.P. Flight Ops, and the members of the SIG.

G. Final Resolution of Scheduling Disputes: VP/MEC Chairman Track

The MEC Chairman may elect to notify the Vice President, Flight Operations that he is invoking the VP/MEC Chairman track regarding a particular SIG dispute. 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, including a review of the process undertaken thus far regarding the dispute. After at least one bid period of flying data is gathered on the disputed pairing, 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.

H. Removal and Compensation of Association Members of SIG and PSIT

1. Removal

- a. The Association members of the SIG shall be removed from flying at the Association's notification as provided in Section 18.A.2.a.
- b. PSIT members shall be removed from flying as provided in Section 18.A.2.b., provided such members are not requesting removal of an activity over a designated corporate holiday. Requests for removal over a holiday shall be processed as provided in Section 18.A.3., unless the build week conflicts with a corporate holiday in which case the removals shall be processed as provided in Section 18.A.2.b.

2. Compensation

a. SIG members

The Association SIG members shall receive compensation and benefits as provided in Section 18.

b. PSIT members

The primary members participating in a build month shall be compensated by the Company by being removed from scheduled activities with a standard value of 30 CH (12 CH for any FDA) at the discretion of the SIG for each month that he is designated to complete the pairings/line construction cycle for his designated aircraft. Any additional credit hour value shall be reimbursed by the Association in accordance with Section 18, or the pilot shall be eligible to make up the difference. The Association shall notify the Company whether the excess credit hours are to be removed for Association business or dropped eligible for make-up. If a PSIT member is assigned to work additional days, he shall be removed from scheduled activities with a value of 6 CH for each additional work day (or portion thereof), and he shall be eligible to make up the difference between credit hours removed and credit hours earned for PSIT activities. PSIT members shall be entitled to OTP status for any make-up entitlement arising from this paragraph.

I. Resignation

A SIG or PSIT member may resign with notice of at least one full bid period.

J. General

1. Office Space for PSIT Members

The Company shall provide a closed office space large enough to accommodate the entire PSIT at separate work stations with all supporting equipment that facilitates the line build process.

2. SIG/PSIT Travel and Expenses

a. The MEC Scheduling Committee Chairman will provide the Company a list of the PSIT and Association SIG participants that will be building bid period packages for the following bid period. Except for PSIT members assigned to an FDA, the Company shall provide a commercial airline ticket to the SIG/PSIT members to or from Memphis for the build week and other mutually agreed SIG/PSIT work. The Association SIG/PSIT members shall have the ability to utilize their deviation banks and/or business jumpseats to travel to or from Memphis for such activities.

b. The Company shall reimburse an Association member of the SIG or PSIT, consistent with Company policy and subject to approval by the SIG Chairman, for reasonable expenses related to such member's SIG/PSIT duties, including, but not limited to, hotels, telephone calls, high speed internet access, transportation (car rental), and meals.

3. Reviewers

The MEC Scheduling Chairman shall have the ability to utilize designated pilots to review the preliminary and final pairings. Unless otherwise agreed by the MEC Scheduling Chairman and the SIG Chairman, the number of reviewers shall be limited to 5 per base.

4. Training of SIG/PSIT Members

The Company shall reimburse pilots for training required to be a SIG/PSIT member. Reimbursable training is two full build weeks per trainee. Unless otherwise agreed by the Company, reimbursable training shall be limited to a maximum of two PSIT members per month with an annual maximum of eight PSIT members.

Section 25

Appendix A

Initial SIG Parameters and Starting Values

Hard Parameters

The Company must apply hard parameters in the bid pack construction process unless the Vice President, Flight Operations and the MEC Chairman agree otherwise in writing. Any such agreement may contain conditions and/or limitations, as mutually agreed between the V.P. and the MEC Chairman.

Domestic

1. A pilot shall not be scheduled as a required crew member in excess of 7:35 block hours in a single duty period.
2. When a deadhead follows flight deck duty in the same duty period, at least 1:30 shall be scheduled between block-in of the FedEx revenue flight and departure of the deadhead.
3. When a deadhead follows flight deck duty in the same duty period, no more than 4 hours shall be scheduled between block-in of the FedEx revenue flight and departure of the deadhead.
4. Any duty period scheduled for a critical period departure(s) shall be limited to 3 departures in the critical period or afterward.
5. Trips that depart domicile in the critical period and return to domicile in the same duty period (out and backs) shall be scheduled to block-in by 10:00 am LBT.
6. If flight deck duty occurs anytime in the critical period, there shall not be a following deadhead within the same duty period, except that the final duty period in a trip may contain such deadhead if the trip is scheduled to terminate in base prior to 10:30 am and the duty period cannot be extended beyond normal scheduled duty limits to accomplish such.
7. The critical duty rig function shall be set at 1.0.

International

1. No trip shall contain more than two round trip ocean crossings. Upon completing the first round trip ocean crossing, the crew must initiate the second ocean crossing.
2. No trip shall be scheduled to have more than 5 different continental arrivals (i.e., Africa, Antarctica, Asia, Australia, Europe, North America, and South America). For purposes of this parameter a duty period that arrives on a different continent, but has a TZD of 3 or fewer shall not count as a separate continental arrival.
3. Gateway City Parameter:
 - a. Following entry at any airport in the United States (Gateway City) from an international location, an International Pairing shall have no more than two domestic duty periods. The combined total number of operating legs in those two duty periods shall not exceed two. In addition, there shall be no deadhead legs scheduled in the same duty period as an operating leg, and the number of deadhead legs shall be limited to two.
 - b. For pairings to which International SIG parameter number 1 (maximum ocean crossings) applies, the gateway city limitation applies to the last arrival at a gateway city from an ocean crossing.
 - c. Prior to leaving a U.S. Gateway City to an international location, an international pairing shall have no more than two domestic duty periods containing no more than four operating legs total.
4. Flight crews requiring a Second Officer that are scheduled to block-out from domicile between 2200 and 0500 LBT shall not be scheduled in excess of 1 flight of 12 block hours or 2 flights of 10 block hours.
5. An international duty period shall not be constructed in excess of 7+35 block hours without at least three airmen on board (e.g., DC-10 standard crew, MD-11 with RFO).

Soft Parameters

The Company may override a soft parameter(s), provided it gives at least 45 days written notice, prior to the delivery of the preliminary pairings, of its intent to do so and the reasons therefore. Other soft parameters may be added by agreement of the Association and the Company.

Domestic

1. The maximum length of carryover trips for each bid period shall be 7 days in the subsequent bid period.
2. If a duty period starts in the critical period, and has three landings, such duty period shall be scheduled to block in by 1000 LBT.
3. A standby period shall not be scheduled in the same duty period as a deadhead return to base.

International

1. If a trip operates in the Asian theatre and transit 5 TZDs or more, the final landing in any 3-leg duty period must occur between 0600 and 2000 LT.
2. If a trip transits 5 TZDs or more and contains a 3 leg duty period with the last landing in mainland China (e.g., not TPE, HKG), that trip will contain at least a 36 our layover preceding such duty.
3. If a trip transits 5 TZDs or more, it will not contain 3 leg duties that terminate in SFS.
4. A duty that begins between 0100-0459 (Local time) shall not contain the following flight sequence (IND-ORD-ANC).
5. If a trip, with an RFO, begins in ANC with a duty starting between 1500-2300, such duty shall be scheduled for 1 landing.
6. If a pairing is scheduled with a CDG-SFS leg immediately followed by a westbound duty period of 5 TZDs or greater, then a layover of at least 36 hours will precede such westbound duty period.
7. A duty period containing an intermediate stop at SFS shall be scheduled with a maximum of 3 landings.