

SECTION 18

WITNESSES AND REPRESENTATIVES

A. Removal from Duty

1. During their terms of office, and with 30 days written notice prior to the beginning of the first affected bid period, the following shall be removed from flying as provided in Section 18.B.1.b. or c.:
 - a. the MEC Chairman;
 - b. MEC Vice-Chairman;
 - c. MEC Secretary-Treasurer;
 - d. pilots elected to a national office of the Association or IFALPA office;
 - e. pilots appointed to national Association or IFALPA positions; and
 - f. other pilots designated by the MEC Chairman; provided, however, the total number of pilots removed under Section 18.A.1. shall not exceed 10, except with the Company's agreement.
2. Other Pilots
 - a. Pilots, not designated by the MEC Chairman as described above in Section 18.A.1.f., and comprising the MEC negotiating committee (up to five pilots), members of the System Board of Adjustment, FOQA Gatekeepers, and Training Review Board (TRB) members, shall be removed from flying at the Association's notification, provided that the Association complies with Section 18.A.4.a. and c. Removals sent later than the 3 business day window shall not be unreasonably denied.
 - b. MEC members, or designees (one substitute for each absent MEC member) attending quarterly meetings, the ALPA Executive Vice-President, and members of the Pilot Benefit Review Board shall be removed from flying at the Association's notification if the notification is made prior to the close of the Conflict Input Window as described in Section 25.E.2. for the affected bid period, and the Association complies with Section 18.A.4.a. If a removal is sent subsequent to the applicable Conflict Input Window, the trip removal will be processed under Section 18.A.3. and A.4. (excluding A.4.b.), except that removals for pilots holding a secondary line shall be treated as having been sent prior to the close of the Conflict Input Window.
3. Upon written request by the MEC Chairman, or his designee, a reasonable number of pilots shall be removed from flying to participate in the business of the Association or to participate in dispute resolution proceedings (e.g., pilots appointed to ALPA national committees or MEC committees) provided that any removal shall not unduly disrupt the Company's operations.
4. Unless otherwise provided for, removal of pilots from flying pursuant to this Section shall be handled as follows:
 - a. The documentation supporting such removal shall include the pilot's name, employee number, domicile, equipment type, seat, trip(s)/R-day(s) and date(s) on which the pilot is to be removed from flying. Such documentation shall be sent in a manner permitting immediate delivery and verification (e.g., email, facsimile), or by telephone call if such systems are unavailable.
 - b. Documentation supporting a removal for an entire bid period shall be sent, by the MEC Chairman, or his designee, prior to the close of the Conflict Input Window for the affected bid period(s).
 - c. Unless otherwise agreed, documentation supporting a removal for other than a full bid period shall be sent to the the Managing Director, Flight Operations Contract Administration, or his designee, not later than 3 business days (Monday through Friday excluding holidays) in advance of the report time(s) of the trip(s) or reserve day(s) for the affected pilot(s).
 - d. Unless otherwise agreed, the Managing Director, Flight Operations Contract Administration, or his designee, shall respond in writing and transmit the response by facsimile to the MEC office and to the pilot via email, as soon as practicable, but not later than 2 business days following receipt of the removal documentation. Any response denying or limiting a removal shall include a statement

of the grounds upon which the intended removal was denied or limited.

- e. Requests shall not be unreasonably made or denied.
 - f. A pilot removed from flying for Association business shall remain on Association business for the entire period for which he was removed, except as provided in Section 18.A.6. (sick leave).
 - g. The MEC may use Company email to make initial contact with a pilot for business or trip drop planning purposes.
5. The following shall apply to a pilot removed for Association Business during a month in which he has a scheduled vacation, whether he is bidding in a flying, or pay only status.
- a. A pilot shall bid for, and be awarded, a vacation as if he were not removed for Association business.
 - b. A pilot awarded a regular line who has a scheduled vacation conflict with any trip(s), or conflict with the international buffer of an international trip, will be paid the full BLG. Trip(s) conflicting with vacation shall be charged to his vacation bank.
 - c. A pilot awarded a secondary line who has a scheduled vacation will be paid the full BLG but will have his vacation bank charged for each day of vacation.
 - d. A pilot awarded a reserve line who has a scheduled vacation will be paid the full RLG but will have his vacation bank charged the value of a reserve day for each day of vacation.
 - e. The Association will be billed, pursuant to Section 18.C., for the difference of the BLG/RLG minus the vacation value.
6. A pilot removed from flying for Association business, who, due to illness or injury, is unable to perform any Association business, may have his Association business status canceled. The MEC Chairman, or his designee, and the pilot shall each notify the System Chief Pilot, or his designee, in writing that the affected pilot shall be placed on sick leave status. This paragraph shall not apply to pilots removed for an entire bid period.
- a. If a regular or secondary line pilot's trip(s) has been removed for Association business and he then becomes sick, the removal code(s) for that trip(s) shall be changed from Association business to sick leave pursuant to the following procedures:
 - i. At 0900 Local Base Time (LBT), the day prior to the scheduled report time for each affected trip, the removal code will be changed to sick leave while the pilot continues on sick leave.
 - ii. A pilot shall not be permitted to convert his status for a trip from Association business status to sick leave status after the beginning of that trip.
 - iii. Once a trip removal code has been changed from Association business status to sick leave, no further removal changes will be made, except as provided in Section 18.A.6.c. (below).
 - b. If a reserve pilot whose reserve day(s) have been removed for Association business is changed to sick leave for any future reserve day(s), that reserve day(s) value shall be charged to sick leave for each day(s) changed from Association business to sick leave. A pilot shall not be permitted to convert his status for an R-day from Association business status to sick leave status after the beginning of that R-day.
 - c. When the pilot desires to revert from sick leave status to Association business status, or to return to active flying, the MEC Chairman, or his designee (or the pilot, if returning to active flying), shall notify the System Chief Pilot, or his designee, in writing of the affected pilot's intentions. If the pilot has been removed from a remaining trip(s) or reserve day(s) during that bid period for Association business, he will return to Association business status at the end of the sick leave.
 - d. A trip(s) or R-day(s) removed for sick leave will not be billed to the Association.
- B. Compensation and Benefits
1. Compensation for Full Bid Period Removals and Pilots Listed in Section 18.A.1.
- a. A pilot removed from flying for an entire bid period shall be compensated by the Company for the number of credit hours of his awarded line, BLG or RLG, for that bid period, including carryover, if any, and including hourly rate override, if applicable.

- b. Notwithstanding Section 18.B.1.a., the pilots listed in Section 18.A.1. shall not bid lines in their respective aircraft and seat position. They shall be compensated based on the number of CH established by the MEC. The MEC shall advise the Company each year by the end of the November bid period as to the monthly credit hours for each pilot for the following year. In no event shall this CH number for the new year be greater than the system-wide average of the highest lines with carryover for the current calendar year (the cap for the upcoming calendar year shall be derived from the system-wide average of the highest lines with carryover, in the bid periods of January through December of the current year).
 - i. During bid periods where the pilots have scheduled vacation, the Association's reimbursements to the Company shall be reduced by the value of the scheduled vacation (i.e., the number of days of awarded vacation for that bid period times 6 credit hours per day), unless the Association elects the bid period prior to not have the vacation days and hours in the following bid period deducted from the respective pilot's vacation bank.
 - ii. An Officer who is projected to be unable to perform his Association duties, for the remainder of the bid period, due to illness or injury, shall, upon notification to the Company, have the Association business status, as described in this paragraph, cancelled. The remainder of that bid period, if any, shall be prorated, and any subsequent periods bid in a "pay only" status shall be compensated the BLG or RLG of his pay only line and his sick leave account(s) shall be reduced by the same amount.
 - iii. With 30 days written notice to the Company, the Association may elect to process trip removals for an MEC officer(s) as provided in Section 18.A.2.a., rather than as provided in Section 18.B.1.b., or vice versa.
 - c. Notwithstanding Section 18.B.1.a., during their terms of office, pilots elected to function as a national officer of the Association or IFALPA, or appointed to national Association or IFALPA offices, shall not bid lines in their respective aircraft and seat position. They shall be compensated at the pay rate and the number of CH established in accordance with ALPA/IFALPA Constitution and By-laws and policies.
- 2. A pilot removed from flying for less than an entire bid period shall be protected by the Company from loss of compensation as follows:
 - a. A line holder shall be compensated for the scheduled credit hours of the trip(s) from which he is removed, including hourly rate override, if applicable, but excluding per diem.
 - b. A reserve line holder shall be compensated a reserve day value for each day of scheduled reserve availability from which he was removed during the month.
 - c. A regular, secondary or reserve line shall be adjusted for conflicts for a carryover trip or a carryover reserve day(s).
 - 3. Subject to the provisions of Section 23, a pilot removed from flying for Association business shall continue to receive, earn, accrue and remain eligible for all benefits of employment, including seniority and longevity accrual, sick leave and vacation, as if he had not been removed.
 - 4. A pilot removed from flying for Association business shall be eligible for an award on a vacancy bid posting(s) during the period of his removal.
 - a. A pilot on Association business status pursuant to Section 18.A.1. (above), shall not be awarded a crew position on postings that occur while he is on such status. However, he shall be eligible for passover pay, in accordance with Section 24.D.2., as if he had been awarded the crew position(s) he would have held, based upon his seniority and standing bid. His crew position upon his return to duty shall be determined as follows:
 - i. If no crew position award(s) occurred during his absence, the pilot shall return to his current crew position. If, however, he was awarded a crew position from a posting prior to the commencement of his Association business status, he shall return to and, if applicable, be trained for that crew position. If that crew position was at an FDA location, however, the Company may cancel the award if the pilot is not anticipated to be available for the full FDA period.
 - ii. If a crew position award(s) occurred during his absence, the pilot shall return to the crew position he would have held had he not been on Association business status, as determined

by his seniority and his standing bid, as of the end of his Association business status.

iii. If a pilot returning from Association business status requires training, it shall commence no later than 30 days following his return date.

- b. Pilots on Association business pursuant to Section 18.A.3. who will not be available for the assigned training associated with a vacancy bid award, shall be offered a subsequent training date(s) associated with that crew position posting. If no date is acceptable to the pilot, he shall be released from his newly awarded crew position. Any change in training dates pursuant to this paragraph will not result in passover pay for a pilot(s). If the crew position was at an FDA location, however, the Company may cancel the award if the pilot is not anticipated to be available for the full FDA period.

C. ALPA Flight Pay Loss Bank and Reimbursement of Compensation

1. On January 1 of each year, the Company shall deposit 2,000 CH into an "ALPA Flight Pay Loss Bank." On January 1 of each year, the Company shall deposit 870 hours into an "ALPA Safety and Data Collection Bank." With respect to the ALPA Safety and Data Collection Bank for 2011, the Company shall deposit 870 CHs on February 28, 2011.
2. Should the Association cancel the FOQA Program or ASAP Program, the Company may remove CHs attributable to those programs (FOQA/588 CHs & ASAP/210 CHs) prorated per the number of months remaining in the calendar year.
3. The Company shall bill the Association on a monthly basis for 95% of the compensation paid to pilots on Association business for trips or R-days missed, excluding trips dropped as a result of vacation pursuant to Section 18.A.5., or sick leave pursuant to Section 18.A.6. In addition, the Company shall bill the Association an override of 20% of the amount invoiced pursuant to this paragraph for ordinary compensation related costs incurred by the Company for items such as payroll taxes and the costs of benefits.
4. The Association shall not be billed for the compensation paid during the training of up to two Association members of the TRB per year, and one initial Association member of the Event Review Committee.
5. Invoices shall be submitted to the MEC Secretary-Treasurer, or his designee, and shall include pilot name, employee number, domicile, trip or reserve day dates (as applicable), pairing numbers (if applicable), and compensation paid.
6. Within 45 days following the MEC Secretary-Treasurer's receipt of an invoice, the Association shall remit the amount due to the Company official designated to receive those payments, provided that the MEC may, at its discretion, use the CH in the ALPA Flight Pay Loss Bank for reimbursements owed to the Company other than MEC Officers, the Grievance Committee, Strategic Preparedness activities, and activities related to Section 6 negotiations. Exhaustion of the ALPA Flight Pay Loss Bank will not be the basis for refusing to meet with the Company.

D. Currency Requirements

1. Any pilot removed from flying for Association business shall maintain currency unless unable to do so for reasons not related to Association business leave provided, however, that MEC officers, members of the MEC Negotiating Committee, along with pilots elected to a national office of the Association or IFALPA office, pilots appointed to national Association or IFALPA positions, and other pilots designated by the MEC Chairman under Section 18.A.1.f., may elect not to maintain currency.
2. A pilot removed for an entire bid period for Association business shall be permitted, during that same bid period, to bump a pilot(s) in his seat and equipment type to maintain currency, in accordance with Section 25.L.10.

E. Association Fly Back ("AFB" Pay Code)

1. During any calendar year in which a pilot is removed from flying to participate in Association business on a full- or part-time basis such pilot may request an assignment from open time as AFB.
2. The pilot shall be paid per diem and, if applicable, international override when operating an AFB trip(s).
3. The number of hours of compensation to which the Company is entitled to reimbursement pursuant to Section 18.C., due to a pilot's removal from flying for Association business shall be reduced on an

hour-for-hour basis by that pilot's AFB credit. In the event a pilot's AFB credit exceeds the hours of his compensation to which the Company is entitled to reimbursement pursuant to Section 18.C. (above), the pilot shall be compensated for the excess AFB credit hours (by submission of a pay log). If a pilot is removed from an AFB trip prior to block out due to sick leave, he shall not earn any CH for that trip and no deduction shall be made from his sick leave account.

4. Invoices submitted to the Association pursuant to Section 18.C. (above), shall state for each AFB trip the pilot's name, employee number, domicile, trip, pairing number and the amount of compensation offset by the AFB trip.