

SECTION 11

TRAINING

Definitions:

CONSENSUS OF TRAINING REVIEW BOARD (TRB)

The voluntary agreement of all members of the TRB. It does not require that all members believe that a particular recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for that matter. The members of the TRB shall strive to reach consensus on any matter within their discretion.

FLEX ASSIGNED TRAINING BASE

An operational work location during pay only months for flex instructor/PCA and/or SCA which may be different than his flying base by mutual consent of the pilot and the Company.

OFF SITE TRAINING (As applied to instructors)

Any training conducted at a location other than a flex instructor/PCA's/SCA's base or Flex Assigned Training Base.

OFF SITE TRAINING (As applied to students)

Any training conducted at a location other than a pilot's base.

PHASE CHECK

The check ride/qualification event(s) in each phase of Initial, Transition, and Upgrade training.

PROFICIENCY CHECK (PC) ITU/LINE OPERATIONAL EVALUATION (LOE)/ MANEUVERS EVALUATION (ME)

A check ride/qualification event which shall be conducted by a PCA/SCA or the FAA. Maneuvers are specified in applicable FARs, AQP documents and the FOTM. Maneuvers may be reaccomplished but no training may be conducted.

PROFICIENCY CHECK (PC) RECURRENT/CONTINUING LINE OPERATIONAL EVALUATION (CLOE) /RECURRENT MANEUVERS EVALUATION (RME)

A check ride/qualification event to maintain or reestablish a pilot's qualification in a crew status which shall be conducted by a PCA/SCA or the FAA. Maneuvers are specified in applicable FARs, AQP documents and the FOTM. Maneuvers may be reaccomplished and training may be conducted. If conducted in a flight simulator for a pilot in a qualified status, the evaluation shall be preceded by a warm-up simulator period.

PROFICIENCY TRAINING (PT) /CONTINUING MANEUVERS VALIDATION (CMV)

A check ride/qualification event to maintain or reestablish a pilot's qualification in a crew status which shall be conducted by a PCA/SCA or the FAA. Maneuvers are specified in applicable FARs, AQP documents and the FOTM. There are no limits to the number of maneuvers which may be reaccomplished and training that may be conducted within the event, but proficiency in all maneuvers must be achieved.

TRAINING FOR PROFICIENCY EVENT

An event to establish, maintain or demonstrate a pilot's proficiency in which end level proficiency is not required in order to progress (e.g., WU). The type and number of maneuvers shall be tailored to the specific objectives. Training may be conducted by any qualified instructor. There are no limits to the number of maneuvers which may be reaccomplished and the training that is conducted within the allotted time/event.

TRAINING TO PROFICIENCY EVENT

A training event to maintain or demonstrate a pilot's proficiency in which end level proficiency is required in order to progress (e.g., PT). The type and number of maneuvers shall be tailored to the specific objectives of the training. Training may be conducted by any qualified instructor. There are no limits to the number of maneuvers which may be reaccomplished and training that may be conducted within the allotted time/event.

TRAINING TO PROFICIENCY PHILOSOPHY

It is recognized that all pilots do not learn at the same rate and there may be disparities in the experience level and background of pilots entering the same course. Training may be extended beyond planned hours in all phases of ITU and in requalification training, by the TRB, if there is consensus that reasonable progress is being made and there is a likelihood of success.

TRAINING REVIEW BOARD (TRB)

A board established by the Association and the Company for the purpose of reviewing and making decisions and, where appropriate, referrals and recommendations concerning training. The TRB shall be comprised of two members each from the Association and the Company. The TRB members shall consist of the MEC Training Committee Chairman, the Human Performance Group Chairman, the Company's Managing Director of Flight Training and the Managing Director of Flight Standards. If any of the Company's members are not on the Federal Express Pilots' Master Seniority List, the Company will appoint a TRB member who is a Federal Express Pilots' Master Seniority List holder. The Association or the Company may appoint a substitute TRB member(s) in any particular case. When dealing with situations involving individual pilots, the TRB shall be governed by a train to proficiency philosophy. Individual pilots will be dealt with on a case by case basis, without regard to past precedent. If reasonable progress is being made and there is reason to believe the pilot will ultimately be successful, training is usually extended. The overall goal of the TRB is the continuing improvement and quality assurance of the Company's training program. The TRB shall make its decisions and recommendations based on consensus.

- A. The Company and Association shall hold meetings not less than quarterly, or more frequently if requested by the Company or MEC Chairman, to share data, statistics, and information related to training standards. Establishment of training requirements and performance standards shall be specified in the appropriate Flight Operations Manual (FOM), the Flight Operations Training Manual (FOTM), AQP source documents or in the Training and Procedures section of the applicable Company Flight Manual (CFM). The Company shall meet with the ALPA Training Committee regarding training requirements included in the FOTM and AQP source documents at times and locations agreed upon by both parties. Any proposed changes to the above referenced manuals and documents shall be provided to the MEC Training Committee and Representation Department at least two weeks prior to submission to the FAA and/or proposed effective date, whichever is earlier. Any changes shall be agreed upon by the Association and the Managing Directors of Flight Training and Flight Standards. In the event that the parties fail to reach an agreement, the issue will be submitted to the Vice President of Flight Operations for resolution. Provided the required notice has been given, if this process is not completed before the projected date of implementation, the Company may implement the changes.
- B. Classification
 1. The following comprise the classifications of pilot training:
 - a. Initial new hire training;
 - b. Initial training;

- c. Transition training;
- d. Upgrade training;
- e. Recurrent training;
- f. Requalification training;
- g. Other training:
 - i. Differences training;
 - ii. Crew resource management training;
 - iii. Training for proficiency;
 - iv. Training to proficiency;
 - v. Other training required by FAA regulations or Company policy.
- 2. Special instruction materials are designed to allow pilots to review recent developments or to address FAA suspense items. Materials shall not exceed 45 minutes in length and shall not be required more often than 4 times per year. The Company shall provide notice of the issuance of special instruction materials via Flight Crew Information File (FCIF) or other communications methods to be designated by the Company, and pilots shall be given a deadline, but not less than 30 days, to review/accomplish the materials. Failure to complete that material shall result in unpaid removal from any activities until completion of the material. The Company shall provide a VIPS notification to all pilots who have not completed such training at least 5 days prior to the deadline.

C. Pilot Qualifications For Training

- 1. A pilot entering training for a Captain crew seat shall possess and maintain currency of the following certificates:
 - a. An Airline Transport Pilot Certificate (ATP) or a current FAA certification of successful completion of the ATP written examination; and
 - b. An FAA medical certificate for that crew seat, as provided in Section 15.A. (Medical Standards).
- 2. First Officer Training
 - a. A pilot entering training for a First Officer crew seat shall possess and maintain currency of the following certificates:
 - i. At least a Commercial Pilot Certificate with Airplane Multi-Engine Land and Instrument Ratings; and
 - ii. An FAA medical certificate for that crew seat, as provided in Section 15.A. (Medical Standards).
 - b. A First Officer who will be type rated as a result of that training shall possess and maintain currency of the following certificates:
 - i. An Airline Transport Pilot Certificate (ATP) or an FAA certification of successful completion of the ATP written examination; and
 - ii. An FAA medical certificate for that crew seat, as provided in Section 15.A. (Medical Standards).
- 3. A pilot entering training for a Second Officer crew seat shall possess and maintain currency of the following certificates:
 - a. A Flight Engineer (Turbojet) Certificate or a current FAA certification of successful completion of the Flight Engineer (Basic and Turbojet) written examination; and
 - b. An FAA medical certificate for that crew seat, as provided in Section 15.A. (Medical Standards).
- 4. The provisions of Section 11.C.1., C.2. and/or C.3. may be revised by the Company to the extent necessary to comply with governing law and regulation.

D. Notice of Training

- 1. Except as provided in Section 24.D.4. (Training Activation/Procedures), a pilot shall receive notification at least 72 hours prior to the close of the bid for the period in which the pilot is scheduled to begin his

initial, transition or upgrade (ITU) training. Notice shall be given through FCIF or other communications methods to be designated by the Company.

- a. The Company may revise a pilot's training commencement date.
 - b. A revision of the start date which occurs after the close of the bid for the period in which the training was scheduled to begin requires the approval of the pilot; rejection of such change shall constitute a waiver of entitlement to passover pay until the pilot is activated in his new crew position.
2. Each bid period package shall contain a list of pilots who require recurrent training or differences training not in conjunction with any other training. The type of training required and, if applicable, available class dates and times (sessions) shall be communicated in VIPS or through other communication methods to be designated by the Company.
- a. Dates and times (sessions) available for that training shall be published in the bid period package.
 - b. A pilot shall bid for specific training sessions through VIPS. The Company shall process those bids in seniority order as provided for in Section 25.C.11.
3. The Company shall provide pilots with 5 days notice in all classifications of training other than those referred to in Section 11.D.1. and D.2. (above).

E. Scheduling of Training Events

1. A pilot shall bid for specific recurrent training sessions. Those bids shall be processed as provided in Section 25.C.11.
2. A pilot may be scheduled for training, other than ITU training, on a day previously scheduled free of duty provided that he still receives the minimum number of days free of duty for the bid period. This paragraph shall not apply to training scheduled by the pilot (e.g., Computer Based Training - CBT).
3. A pilot shall not be assigned to any training event excluding initial operating experience (IOE) or required to travel to or from training on the day before Thanksgiving Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day except:
 - a. Pilots may be assigned to travel from training to base on the day before Thanksgiving Day, Christmas Eve and New Year's Eve, provided they are scheduled to arrive by 1600 LBT; and
 - b. Pilots may be scheduled for simulator training at their base on the day before Thanksgiving Day, Christmas Eve, and New Year's Eve provided the training is scheduled to terminate prior to 1400 LBT on that day.
 - c. These restrictions may be waived at the pilot's option.
4. A pilot shall not be required to train or travel to or from training, other than ITU training, during his awarded vacation period(s). A pilot removed from a trip(s) for vacation shall not have any recurrent training scheduled during the scheduled days of the trip(s) or the scheduled days off between those trips in his pre-month or due-month unless he initiates a request for recurrent training date(s). This paragraph shall not apply to the scheduling of additional training for a pilot who has incurred a training failure.
5. A pilot shall have at least the following number of days off during initial new hire and ITU training, excluding IOE:
 - a. A minimum of 2 consecutive days off within each 7 consecutive days of training in the ground phase.
 - b. In the simulator phase, the Company shall plan to give the pilot 1 day off following 4 consecutive days of simulator or aircraft training; in every case, a pilot shall receive at least 1 day off following 5 consecutive days of such training.
 - c. A pilot, other than a pilot in initial new hire training, shall receive one block of 6 consecutive days free from duty to be assigned near the midpoint of his scheduled ITU training program (not to encompass IOE).
 - d. A new hire pilot shall receive 7 consecutive days free from duty following completion of IOE.

6. A day of classroom training shall not be scheduled to exceed 8 hours excluding a 1 hour lunch break. A 5 minute break shall be provided during each hour of instruction. A 1 hour lunch break shall be afforded following approximately 4 hours of instruction. A day of CBT shall not exceed 8 hours for recurrent/continuing qualification and 6 hours for ITU.
7. When a pilot is assigned to train at a location other than his base, every day beginning with the first day of travel and ending on the day of return shall be considered a duty day for scheduling and compensation purposes. A pilot traveling to training shall be entitled to the following.
 - a. If the deadhead block time does not exceed 2:30 hours, he shall receive one day of travel to the off site location. Upon arrival at the training location, he shall be given a 12 hour duty free period prior to commencing any brief or training. At the completion of any brief or training, he shall be given a 12 hour duty free period before being scheduled for return travel
 - b. If the deadhead block time is 2:30 hours or greater, he shall receive one day of travel to the off site location, and be scheduled in accordance with Sections 8 and 12, as if he were deadheading to normal revenue line operations. Upon arrival at the training location, he shall be given a 12 hour duty free period prior to commencing any brief or training.
8. A pilot may be scheduled to deadhead to his base following training. He shall be scheduled in accordance with Sections 8, 12, and 25 with regard to travel and any duty following arrival at his base.
9. The following shall apply to a pilot receiving training in a simulator or flight training device (or aircraft in lieu thereof):
 - a. He shall not be scheduled for more than 5 consecutive hours of training, excluding brief and debrief.
 - b. After approximately 2:30 hours, a physiological comfort break shall be provided. During training periods longer than 3 hours, he shall receive a break at approximately the mid-point of training, unless conducted in an aircraft.
 - c. If in an aircraft, catering will be provided in accordance with Section 5, as if the training flight were a scheduled bid line trip.
 - d. A pilot shall receive a duty free period of at least 12 hours between each period of training.
 - e. The provisions of this paragraph do not apply to IOE.
10. An IOE trip, including brief and debrief, shall comply with the duty limitations provided in Section 12 (Hours of Service), for the base from which the first operating (i.e., not deadheading) leg of the trip was scheduled. Duty limitations may be waived by the pilot up to optional assignment limitations.
11. Prior to and upon completion of ground school or simulator training, a pilot shall receive a minimum of 12 hours off. This buffer may be reduced operationally, by mutual agreement of the pilot and the duty officer.
12. A pilot shall not schedule or conduct CBT in conflict with any other scheduled activity.
13. Showtime and release time for aircraft training flights shall be 1 hour prior to block-out and 30 minutes following block-in, respectively.
14. Time limits and protection of days off and holidays contained in Section 11.E., may be waived by mutual agreement of the pilot and the Company.

F. Pay For Training

Pay for training shall be as provided in Sections 3 and 4 of this Agreement.

G. Performance Standards and Training Review Board

1. Performance Standards

- a. A pilot shall not have completed CBT until he scores 100%.
- b. The required minimum score on any written exam is 70%, unless a higher score is required by the FARs or AQP documents.
- c. Check ride/qualification events will be recorded as either overall satisfactory (S), unsatisfactory (U) or marked as incomplete (I). An unsatisfactory (U) grade for any event shall not be given unless 1

or more specific tasks were not accomplished to performance standards. Tasks may be recorded as:

- i. satisfactory or unsatisfactory; or
- ii. as specified in the FOTM or AQP source documents on an approved grading scale.

2. The Training Review Board (TRB)

- a. The TRB shall have broad discretion in the action to be taken by individual pilots and the Company. TRB meetings shall occur in the manner agreed upon by TRB members (e.g., in person, telephonically, etc.). Action may include:
 - i. additional training;
 - ii. change of instructor;
 - iii. change of support pilot;
 - iv. change of training times;
 - v. change of training location;
 - vi. removal of a pilot from ITU/ recurrent training;
 - vii. individual plans for requalification training. This may include crew position assignment, duration of freeze and training plan;
 - viii. referral to MEC Human Performance Group;
 - ix. referral to System Chief Pilot (SCP);
 - x. referral to the Vice President, Flight Operations, who shall address his case as circumstances warrant;
 - xi. pilot counseling;
 - xii. other.
- b. TRB Operations
 - i. TRB Notification

The TRB shall be notified following the failure of any checkride/qualification event or failure to achieve any required recommendation.
 - ii. TRB Review

The TRB shall review and address each case.
- c. In the absence of a consensus concerning TRB recommended actions, the SCP shall use his best efforts to broker a consensus among the members of the TRB. In the event consensus can not then be reached, the SCP shall determine the resolution. In the event the SCP is not on the Federal Express Pilots' Master Seniority List, the Company shall designate a member who is on the Federal Express Pilots' Master Seniority List to perform these functions.
- d. If a pilot disagrees with the TRB's decision, the pilot may appeal such to the SCP.
- e. If the TRB authorizes additional training and if, after additional training, the pilot is still unable to progress further in the training program or unable to pass the required tests or checks, the pilot's matter will be referred back to the TRB for disposition. When a case has been referred back to the TRB after an earlier decision has not produced the desired results, the TRB may direct additional actions (including referral to the SCP or Vice President).
- f. Except in extenuating circumstances, the TRB shall meet within 24 hours following the occurrence of an event that requires TRB review. The TRB shall conduct activities in strict confidence. TRB meetings shall be restricted to TRB members unless all TRB members agree otherwise, on a case by case basis. If a non-TRB member(s) is permitted at a TRB meeting, such attendee(s) shall be bound by the same confidentiality requirements that are applicable to the TRB members. Prior to the TRB meeting, the TRB members and the pilot will be provided with copies of his training records and any other documents pertaining to the matter before the TRB. The pilot shall have the right to make a presentation and to offer input to the TRB. The pilot may be required to appear

before the TRB. Any time a pilot appears before the TRB, at the pilot's request, an Association representative may observe the proceedings during the time of the pilot's presence.

- g. The deliberations and decisions of the TRB shall be non-precedential and shall not be discoverable, referenced or introduced as evidence in any grievance proceeding or arbitration involving any pilot other than the pilot to whom the TRB deliberations and decisions pertain.
- h. Pilots frozen in position or in any way restricted from freely exercising their seniority rights as a result of a TRB decision shall not be entitled to passover pay. The TRB shall review crew position freezes approximately at the midpoint of the freeze for reconsideration.
- i. The TRB shall meet:
 - i. at the request of the Company;
 - ii. at the request of the Association;
 - iii. for the failure of an ITU validation or qualification event;
 - iv. after receiving TRB assigned additional training, for the failure to be recommended for an ITU validation or qualification re-check ride/qualification event, or failure to be recommended for a Line Check in IOE or any phase check/qualification event in aircraft training;
 - v. for failure(s) to be recommended as outlined in Section 11.K.; and
 - vi. for failure to complete requalification training.
- j. When necessary, Association TRB members shall be removed from flying to attend TRB meetings as provided in Section 18.A.2.a.

H. Training During a Pilot's Probationary Period

- 1. The resolution of irregularities, that occur in any training (e.g., ITU, recurrent, etc.) during a pilot's probationary period, shall be at the discretion of management and shall not involve the TRB process.
- 2. Pilots on probation require an instructor's recommendation prior to any phase check in ITU.

I. Initial, Transition and Upgrade Training Failures

1. General

- a. If a first phase check/qualification event in a ground or simulator training phase is unsuccessful, an instructor's recommendation is required for the second check/qualification event in that phase.
- b. An instructor's recommendation is required prior to any phase check/qualification event in aircraft training or initial operating experience regardless of whether additional training time has been utilized.

2. Training Withdrawals and Removals

- a. A pilot may elect to withdraw from training at any time. If his withdrawal is not accomplished as provided in Section 11.I.2.f. (below), this withdrawal shall be addressed as provided in Section 11.I.3. (below).
- b. The TRB may remove a pilot from ITU training when reasonable progress is not being made or when success is not likely. When a pilot's case has been referred to the SCP, the SCP may remove a pilot from ITU training.
- c. A pilot will be referred to the TRB if he fails two Phase Checks in any one phase of ITU training.
- d. The TRB will make decisions concerning requalification for all withdrawals and removals. If necessary, the TRB may decide to consult and/or refer to the SCP as provided for in Section 11.G.2.a.vii. and ix.
- e. If, due to extenuating circumstances, a pilot withdraws from a training cycle with the approval of the Vice President, Flight Operations, or his designee, that pilot will return to his current crew position and shall incur no training freeze.
- f. If, due to a withdrawal or removal from training, a pilot would otherwise return to his current crew position but is unable to do so because the position is unavailable for one of the following reasons, his

situation shall be addressed as provided in Section 11.I.2.g. A pilot's current crew position is unavailable if:

- i. between the closing date of the bid on which he was awarded the position for which he is training and the date on which he would otherwise return to his current crew position, a more senior pilot has been involuntarily excessed from the current crew position of the pilot in training; or
 - ii. his current crew position no longer exists (e.g., his domicile has closed); or
 - iii. he is ineligible to hold that position due to a legal restriction (e.g., regulated age, medical restriction).
- g. If a pilot is unable to return to his current crew position because that position is unavailable as provided in Section 11.I.2.f. (above), the following shall apply:
- i. he shall be awarded a crew position in the same crew status as his most recent crew position consistent with his updated standing bid preference, provided he has sufficient seniority to hold that position; or
 - ii. if he is unable to designate a crew position in accordance with Section 11.I.2.g.i. (above), he shall be awarded a crew position based upon his seniority and his updated standing bid preference; or
 - iii. if his seniority does not enable him to hold a crew position under Section 11.I.2.g.i. or 11.I.2.g.ii. (above), his employment status shall be determined by the Vice President, Flight Operations, consistent with the seniority and qualifications of the affected pilot.

3. Training Freezes and Reassignments

a. ITU Removals and Withdrawals

If a pilot is removed or withdraws from ITU training, his case shall be referred to the TRB.

b. Recurrent Training Downbids

After the second consecutive failure of a recurrent check ride/qualification event(s), Captains may elect to downbid to the F/O crew seat in the aircraft and base in which he was qualified as Captain. If he completes that training he shall be frozen for 2 years in that crew position, and be ineligible for passover pay. If he does not complete that training, his case shall be addressed by the TRB.

J. Recurrent Training/Continuing Qualification

1. Ground Training

A pilot shall be required to satisfactorily complete the following recurrent training activities as required by the FOTM, airplane specific AQP source documents, and the FARs:

- a. A pilot qualified in an aircraft type may require classroom ground school training.
- b. An open-book, home study or CBT program may be used in lieu of classroom training. Completion of any Company required home study entitles the pilot to one day of training pay. He shall complete recurrent CBT by the 23rd day of his grace month or 48 hours prior to the start of any activities scheduled to terminate after the expiration of such month, whichever is earlier. Failure to complete that training shall result in unpaid removal from any activities until completion of CBT.

2. Line Check Requirements

- a. A line check is an operational check ride/qualification event conducted to observe a pilot's performance of his duties and responsibilities. Line checks are required for Captains and Second Officers and may also be administered to First Officers.
- b. Line checks shall be administered by a Standards Check Airman (SCA), Line Check Airman (LCA) or an FAA Air Carrier Inspector.

K. Requalification Training

- 1. If a pilot fails to meet the recency of experience requirements (becoming noncurrent) he shall be trained to proficiency and, if recommended by an instructor, receive a qualification event per the FOTM and AQP documents.

2. If a pilot fails to complete recurrent training within his eligibility period (becoming overdue) he shall be trained to proficiency and, if recommended by an instructor, receive a qualification event per the FOTM and AQP documents.
3. If a pilot fails a check ride (becoming unqualified) he shall be trained to proficiency and, if recommended by an instructor, receive a qualification event per the FOTM and AQP documents.
 - a. If a pilot becomes unqualified due to a recurrent training failure (including line checks), his case shall be referred to the TRB and the pilot shall receive training to proficiency and, if recommended by an instructor, a recheck.
 - i. If the pilot fails a recheck under Section 11.K.3.a., his case shall be referred to the TRB and the pilot shall receive training to proficiency.
 - ii. If the pilot fails a recheck under Section 11.K.3.a.i., his case shall be referred to the TRB.
 - b. If a pilot becomes unqualified a second time within 18 months due to a recurrent training failure, his case shall be referred to the TRB and the pilot shall receive counseling and training to proficiency and, if recommended by an instructor, a recheck.
 - i. If the pilot fails a recheck under Section 11.K.3.b., his case shall be referred to the TRB and the pilot shall receive training to proficiency.
 - ii. If the pilot fails a recheck under Section 11.K.3.b.i., his case shall be referred to the TRB.
 - iii. If the pilot passes his recheck, but becomes unqualified within the next recurrent training cycle, his case shall be referred to the TRB.
4. Failure to complete requalification training shall be addressed by the TRB.
5. If a pilot is in an unqualified status due to recurrent training failure, and has an interruption in training (e.g., sick leave, leave of absence, disability), he must complete the requalification training previously underway before he is eligible for an award of any other crew position.

L. Line Check Airmen (LCA)

1. An LCA who checks and instructs Captains and/or First Officers shall hold and be currently qualified in the Captain crew status in the aircraft in which he performs his LCA duties.
 - a. An LCA shall be Category IIIa (and CAT IIIb, if applicable) qualified and have a minimum of 300 hours as PIC in the aircraft in which he performs the duties of an LCA.
 - b. The provisions of Section 11.L.1.a. shall be waived in case of an aircraft type new to the Company fleet.
 - c. An LCA who checks Captains may also give line checks to other crew seats in that aircraft type. When a Captain or First Officer is being checked, all other crew seats are also being checked.
2. An LCA who checks and instructs Second Officers shall hold and be currently qualified in the Second Officer crew status in the aircraft in which he performs his LCA duties.
 - a. An LCA shall have a minimum of 100 hours as a second officer in the aircraft in which he performs his LCA duties.
 - b. The provisions of Section 11.L.2.a., shall be waived in case of an aircraft type new to the Company fleet.
3. The duties and the conditions of an LCA's employment shall be at the discretion of the Standards Manager, however, those duties and conditions may not contradict provisions of this Agreement.
 - a. By mutual consent of the LCA, Standards Manager, and Training Manager, an LCA may be qualified as a simulator instructor/PCA.
 - b. Notwithstanding the provisions of Section 11.L.5., an LCA that is brought into pay only status to qualify as a simulator instructor/PCA or to conduct simulator training shall be scheduled in accordance with the provisions in Section 11.M.
 - c. A pilot who is qualified as a simulator instructor/PCA and also as an LCA shall receive the LCA bid period override.

4. An LCA shall bid on and be awarded a bid period schedule in accordance with the provisions of this Agreement.
5. LCA will bid by seniority for pay only bid periods. The aircraft standards manager shall determine how many LCAs are needed and coordinate the rotation of LCAs monthly. The number of pay only months shall not exceed 2 per calendar year unless waived by the LCA. The following shall apply for an LCA when he is bidding in a pay only status in order to perform LCA duties.
 - a. The maximum number of duty days shall not exceed the maximum number of R-days in the bid period (plus up to 5 days of carryover if bid). Carryover days will be paid only if work is available, as determined by the appropriate standards manager.
 - b. When assigned flight duties in an aircraft (other than fly days), the maximum number of duty days on an LCA's schedule shall be determined by dividing his pay only BLG/RLG (plus up to 5 days of carryover if bid) by 6:24 CH rounded to the nearest whole number, but the minimum number of duty days shall be 12 (15 in 5 week bid period).
 - c. When assigned a combination of flight duties in an aircraft and other duties in a training base in a single pay only bid period, a combination of Section 11.L.5.a. and 11.L.5.b. shall be used to determine the maximum number of events on an LCA's schedule.
 - d. He may designate up to 5 days off (which may not be in more than 2 blocks) on his awarded schedule to be days free of duty on his revised schedule. He may provide primary and secondary requests for the specific days off, and the Company shall accommodate 1 of those requests. If 2 or more LCAs request the same days off, those requests shall be considered in seniority order.
 - e. He shall be notified of his pay only schedule as soon as practicable, but at least 72 hours prior to commencement of the bid period. This minimum notice provision may be waived at the LCA's option. When LCA scheduling automation has been developed by the Company, notice shall be increased to 120 hours.
6. The Company may reschedule an LCA on a trip by trip basis to perform LCA duties with prior approval from the appropriate flight standards manager, or his designee. He shall be given at least 8 hours notice prior to a domestic trip or 12 hours notice prior to an international trip. An LCA shall not be required to work on a previously scheduled day(s) off without his consent.
7. The notice required in Section 11.L.5.e. and L.6. (above) may be waived at the LCA's option.
8. An LCA shall be compensated as follows:
 - a. He shall be compensated the BLG/RLG of his awarded bid period schedule plus additional compensation, if any, to which he is entitled, as provided in Sections 3 and 4.
 - b. If an LCA's awarded bid period schedule is revised pursuant to Section 11.L.5. (above), he shall be compensated the BLG/RLG of his awarded pay only line.
 - c. If an LCA's trip(s) is rescheduled pursuant to Section 11.L.6., he shall be compensated the greater of the following:
 - i. the scheduled value of his original trip(s); or
 - ii. the greater of scheduled or actual value of the rescheduled trip(s).
 - d. An LCA in pay only status may work up to 5 days of carryover in his current pay only month or the foot print of the carryover days in the subsequent month. If an LCA is working consecutive months in pay only status, he may work the carryover portion in either month, provided enough work is available, as determined by the appropriate training manager.
 - e. In addition to all other compensation to which he is entitled, an LCA shall receive a bid period override commencing with the first month in the program. If an LCA is sick for an extended time (90 days or greater) and is incapable of performing duties as assigned, Bid Period Override will be stopped effective 90 days from the date he called sick in VIPS. Bid Period Override will be resumed when the pilot is off sick status. The bid period override shall be based on the number of consecutive years of service as a Captain or Second Officer LCA as follows:

- i. Captains
 - (a) Year 1: \$1,300
 - (b) Year 2: \$1,400
 - (c) Year 3: \$1,500
 - (d) Year 4 and above: \$1,600
 - ii. Second Officers
 - (a) Year 1: \$600
 - (b) Year 2: \$700
 - (c) Year 3 and above: \$800
- f. Passover Pay for LCAs
- i. An LCA shall be entitled to passover pay if the following prerequisites are met:
 - (a) he bids for a higher paying crew position and is awarded that position; and
 - (b) a junior pilot is activated into that crew position as a result of a vacancy bid award on the same or a subsequent posting.
 - ii. If an LCA is entitled to passover pay in accordance with Section 11.L.8.f.i. (above), such passover pay shall be calculated as follows:
 - (a) beginning when the junior pilot is activated into the crew position that generated passover pay; and
 - (b) ending upon the earlier of:
 - (1) the LCA's activation into a new crew position; or
 - (2) the LCA's withdrawal from training for a new crew position.
 - iii. The payment and, if applicable, repayment of passover pay due in accordance with Section 11.L.8.f., shall be administered as provided in Section 24.D.2.c.
9. An LCA who wishes to resign his position must notify the Standards Manager at least 3 bid periods in advance.
- a. the notification period may be reduced at the discretion of the Standards Manager.
 - b. the LCA may be retained in his position for up to 3 months beyond his desired resignation date at the discretion of the Standards Manager or 6 months by mutual consent.
10. LCAs hold their positions at the discretion of the Standards Manager.
11. The crew position of an LCA who resigns or is removed from the LCA program shall be determined as follows:
- a. If the LCA does not hold a bid award for a different crew position, he shall remain in his current crew position.
 - b. If the LCA holds a bid award for a different crew position or, would have been awarded such different crew position but for his LCA status (pursuant to Section 11.L.8.f.) and is receiving passover pay based on such crew position, the following shall apply:
 - i. In those cases where a training date has already been assigned, the LCA will proceed to training as scheduled.
 - ii. In those cases where a training date has not been assigned, the aircraft standards manager will arrange a class date and communicate that date to the LCA.

M. Flex Instructors and Proficiency Check Airmen

1. A flex instructor/PCA who checks and instructs Captains and/or First Officers shall be currently qualified as a Captain in the aircraft on which he checks and instructs.
 - a. A flex instructor/PCA shall have a minimum of 300 hours in the aircraft in which he performs his flex/PCA duties.
 - b. The provisions of Section 11.M.1.a. shall be waived in case of an aircraft type new to the Company fleet.
2. A flex instructor/PCA who checks and instructs Second Officers shall be currently qualified as a Second Officer in the aircraft on which he checks and instructs.
 - a. A flex instructor/PCA shall have a minimum of 100 hours as a second officer in the aircraft in which he performs his flex instructor/PCA duties.
 - b. The provisions of Section 11.M.2.a. shall be waived in case of an aircraft type new to the Company fleet.
3. A PCA may check only on equipment on which he holds a crew status.
4. A flex instructor/PCA's duty day may be scheduled for up to 8 hours, exclusive of 1 hour lunch break, with device training not to exceed 5 hours exclusive of brief/debrief. The duties and the conditions of a flex instructor/PCA's employment shall be at the discretion of the Training Manager, however, those duties and conditions may not contradict provisions of this Agreement.
 - a. By mutual consent of the flex instructor/PCA, Standards Manager, and Training Manager, a flex instructor/PCA may be qualified as an LCA.
 - b. A flex instructor/PCA that is brought into pay only status to qualify as an LCA shall be scheduled in accordance with the provisions in Section 11.L.
 - c. A flex instructor/PCA that is flexed to the line may be scheduled LCA duties in accordance with the provisions in Section 11.L.
 - d. A pilot who is qualified as a flex instructor/PCA and also as an LCA shall receive the LCA bid period override.
5. A flex instructor/PCA shall bid on and be awarded a bid period schedule in accordance with the terms of this Agreement. If a flex instructor/PCA is assigned to perform flex instructor/PCA duties for an entire bid period (flex bid period), his award shall be for pay purposes only.
6. A flex instructor/PCA shall not be scheduled to perform instructor duties during non-flex bid periods without his consent. If he consents to perform those duties he shall be removed from his conflicting scheduled trip(s) and/or R-day(s) as necessary to perform such duties.
7. The Company shall not flex the instructor to training more than 2 consecutive months in pay only status without the concurrence of the flex instructor/PCA. However, if it is necessary to flex an instructor to training more than 2 consecutive months, the Company may fill those requirements in inverse seniority order. During a flex instructor/PCA's third and subsequent consecutive flex bid periods to training, he shall be scheduled for at least 2 PDO fly days in lieu of scheduled training events, subject to the limitations contained in Section 11.M.8.a., M.8.b. and M.8.c. (below). Due to trip lengths in certain domiciles, PDO fly days may be pooled to accommodate a trip longer than 2 days.
8. A flex instructor/PCA may bump another pilot from his assigned trip(s) for PDO purposes to the extent required to maintain proficiency in the crew status in which he conducts training, and the following shall apply:
 - a. No pilot may be PDO bumped without his consent.
 - b. Flex instructor/PCAs may PDO bump another pilot in any base.
 - c. Bumping a captain or first officer seat which the instructor is qualified for but can not hold based upon his system seniority, shall require an LCA, SCA, or PCA (who is a captain by seniority) to be in the other seat.
 - d. In order to maintain currency, proficiency with line operating policies and procedures, and enhance the instructor's professional capabilities, each flex instructor/PCA shall seek to attain 100 block

hours (reducible by 2 hours per landing) per calendar year in the crew status in which he conducts training.

9. During a flex bid period, the Company shall construct a schedule of instructor duty days for each flex instructor/PCA, and the following shall apply.
 - a. A flex instructor/PCA shall have 5 inviolate days off (which may be not more than 2 blocks). He may provide primary and secondary requests regarding which specific days shall be his inviolate days off, and the Company shall accommodate those requests in seniority order. The Company shall make all reasonable efforts to award a pilot's requested days off by seniority.
 - b. The maximum number of duty days on a flex instructor/PCA's flex bid period schedule shall not exceed the maximum number of R-days in the bid period plus up to 5 days of carryover, if bid. Carryover days will be paid only if work is available, as determined by the appropriate training manager.
 - c. If a flex instructor is working consecutive months in pay only status, he may work the carryover portion in either month, provided enough work is available, as determined by the appropriate training manager.
 - d. A flex instructor/PCA shall be notified of his flex bid period schedule as soon as practicable, but in all cases at least 72 hours prior to beginning of the flex bid period. This minimum notice provision may be waived at the flex instructor/PCA's option. When flex instructor/PCA scheduling automation has been developed by the Company, notice shall be increased to 120 hours.
 - e. Additional work days may not be scheduled without a flex instructor/PCA's consent. If the flex instructor/PCA performs assigned duties on a day previously scheduled free from duty, he shall be entitled to compensation as per Section 11.M.18. (below), as applicable.
10. When a flex instructor/PCA is assigned to instruct at a location other than his flex assigned training base, every day beginning with the first day of travel and ending on the day of return shall be considered a duty day for scheduling and compensation purposes. An instructor traveling to training shall be entitled to the following:
 - a. If the deadhead block time does not exceed 2:30 hours, he shall receive one day of travel to the off site location. Upon arrival at the training location, he shall be given a 12 hour duty free period prior to commencing any brief or training. At the completion of any brief or training, he shall be given a 12 hour duty free period before being scheduled for return travel.
 - b. If the deadhead block time is 2:30 hours or greater, he shall receive one day of travel to the off site location, and be scheduled in accordance with Sections 8 and 12, as if he were deadheading to normal revenue line operations. Upon arrival at the training location, he shall be given a 12 hour duty free period prior to commencing any brief or training.
11. By mutual consent of the flex instructor/PCA and the training manager, a flex instructor/PCA may be assigned a flex training base different than his flying base (e.g., LAX based pilot assigned to the MEM training base, or MEM based pilot assigned to ANC training base, etc.). In such case, the following shall apply:
 - a. all training activities including travel to offsite training locations shall originate and end in flex assigned training base.
 - b. travel to or from flex training base and flying base shall not be considered a duty day for scheduling purposes.
 - c. deviation shall be permitted to and from the assigned training base or offsite training location using training travel bank which includes:
 - i. travel between flex assigned training base and offsite training in accordance with Section 11.M.10. (above); and
 - ii. 1 round trip ticket per pay only month between flex training base and flying base.
12. Emergency Draft Off Site

Recognizing that emergencies may occur that could effectively stop an entire training/checking evolution, an instructor may be deadheaded to an off site location as soon as practicable to replace an individual and the following shall apply:

- a. Deadhead travel will be on scheduled jet service or Company aircraft.
 - b. Combined deadhead duty time and training/checking shall not exceed 12 hours.
 - c. The training/checking evolution, if performed on the day of arrival, cannot exceed 6 hours, inclusive of brief and debrief.
 - d. One hour showtime for deadhead travel to off site location and 30 minutes after block-in from deadhead return shall be used when determining the time away from base for compensation purposes.
 - e. The instructor will be afforded layover accommodations following his training/checking evolution for a minimum of 10 hours crew rest.
 - f. The instructor will be compensated at 150% for the duration of the assignment.
 - g. An instructor shall not be required to accept an emergency draft off site.
13. To the greatest extent possible, the Company shall provide a flex instructor/PCA at least 12 hours notice when his scheduled duty period changes by more than 6 hours. If the instructor chooses not to accept the change, he has 90 days to coordinate with his scheduler and make up the event.
14. A flex instructor/PCA, excluding instructors undergoing instructor training, may be assigned "reserve" instructor duty for up to 35% of his scheduled flex duty periods in a flex bid period.
15. A Flex instructor/PCA may trade instructor assignments with the approval of his flight training manager.
16. A flex instructor/PCA may agree to reschedule his assigned duty days. A flex instructor/PCA shall not be entitled to additional compensation as provided in Section 11.M.18. (below) as a result of the application of this paragraph, provided he receives his original number of scheduled days off.
17. Bid periods in which a flex instructor/PCA is scheduled for an awarded vacation shall be non-flex bid periods to the extent practical. A flex instructor/PCA, however, who is flexed to training during a month in which he has vacation shall have his bid period schedule reduced, day for day, by the number of days in his vacation period. His vacation bank shall be reduced by an R-day value for each day of vacation. A flex instructor/PCA:
- a. May adjust his vacation period by sliding it up to a maximum of 5 days in either direction, in accordance with Section 7.
 - b. Shall receive, if requested, a 48 hour duty free vacation buffer at each end of his vacation period. A vacation buffer shall not extend outside the bid period(s) in which the vacation occurred. A vacation buffer shall not create a conflict with a trip that began in the previous bid period.
18. A flex instructor/PCA shall be compensated as follows:
- a. During a non-flex bid period, a flex instructor/PCA shall be compensated as follows:
 - i. When he is not performing flex duties, he shall be compensated as provided in Sections 3 and 4 of this Agreement.
 - ii. If he is requested and agrees to perform flex instructor/PCA duties on a day(s) off, he shall be compensated:
 - (a) R-day value for direct student contact activities, at 150% of his normal rate of pay for each day; or
 - (b) R-day value at his normal rate of pay for each day of administrative/non-instructional work.
 - iii. If he is requested and agrees to perform flex instructor/PCA duties in lieu of his scheduled trip, he shall be compensated the value of the trip missed and may be used over the entire footprint of the scheduled trip.
 - iv. If he is requested and agrees to perform flex instructor/PCA duties on his scheduled R-day(s), an R-day value shall be credited toward his leveling and RLG for each such R-day.
 - b. During a flex bid period, a flex instructor/PCA shall be compensated as follows:
 - i. he shall be compensated the BLG/RLG of his awarded bid period schedule.

- ii. if he is requested and agrees to perform flex instructor/PCA duties on a day(s) off, in excess of his required number of work days, he shall be compensated:
 - (a) R-day value for direct student contact activities, at 150% of his normal rate of pay for each day; or
 - (b) R-day value at his normal rate of pay for each day of administrative/non-instructional work.
 - iii. he shall be paid additional compensation to which he is entitled, as provided in Sections 3 and 4.
 - c. In addition to all other compensation to which he is entitled, a flex instructor/PCA shall receive a bid period override commencing with the first month in the program. If a flex instructor/PCA is sick for an extended time (90 days or greater) and is incapable of performing duties as assigned, Bid Period Override will be stopped effective 90 days from the date he called sick in VIPS. Bid Period Override will be resumed when the pilot is off sick status. The bid period override shall be based on the number of consecutive years functioning as a Captain, First Officer or Second Officer flex instructor/PCA as follows:
 - i. Captains/First Officers

(a) Year 1:	\$800
(b) Year 2:	\$900
(c) Year 3:	\$1000
(d) Year 4 and above:	\$1100
 - ii. Second Officers

(a) Year 1:	\$600
(b) Year 2:	\$700
(c) Year 3 and above:	\$800
 - d. Passover Pay for Flex Instructor/PCAs
 - i. A flex instructor/PCA shall be entitled to passover pay if the following prerequisites are met:
 - (a) he bids for a higher paying crew position and is awarded that position; and
 - (b) a junior pilot is activated into that crew position as a result of a vacancy bid award on the same or a subsequent posting.
 - ii. If a flex instructor/PCA is entitled to passover pay in accordance with Section 11.M.18.d.i. (above), such passover pay shall be calculated as follows:
 - (a) beginning when the junior pilot is activated into the crew position that generated passover pay; and
 - (b) ending upon the earlier of:
 - (1) the flex instructor/PCA's activation into a new crew position; or
 - (2) the flex instructor/PCA's withdrawal from training for a new crew position.
 - iii. The payment and, if applicable, repayment of passover pay due in accordance with Section 11.M.18.d., shall be administered as provided in Section 24.D.2.c.
19. Pay only carryover credit hours shall be limited to 5 days at training day value, and shall be worked in the pay only bid period, or in the next bid period, if that is a pay only bid period, to the extent events are available. A pilot shall not be compensated for carryover CH which he did not earn by working additional duty days.

20. A flex instructor/PCA that wishes to resign his position must notify the Training Manager at least 3 bid periods in advance.
 - a. the notification period may be reduced at the discretion of the Training Manager.
 - b. the flex instructor/PCA may be retained in his position for up to 3 months beyond his desired resignation date at the discretion of the Training Manager or 6 months by mutual consent.
21. Flex instructor/PCAs hold their positions at the discretion of the Training Manager.
22. The crew position of a flex instructor/PCA who resigns or is removed from the flex instructor/PCA program shall be determined as follows:
 - a. If the flex instructor/PCA does not hold a bid award for a different crew position, he shall remain in his current crew position.
 - b. If the flex instructor/PCA holds a bid award for a different crew position or, would have been awarded such different crew position but for his flex instructor/PCA status (pursuant to Section 11.M.18.d.) and is receiving passover pay based on such crew position, the following shall apply:
 - i. In those cases where a training date has already been assigned, the flex instructor/PCA will proceed to training as scheduled.
 - ii. In those cases where a training date has not been assigned, the training manager will arrange a class date and communicate that date to the flex instructor/PCA.
23. A flex instructor/PCA on sick leave shall have his sick bank reduced by R-day value for each work day missed due to sick.

N. Standards Check Airmen (SCA)

1. All provisions of Section 11.M. (Flex instructor/PCAs) shall apply to SCA except for Section 11.M.1. through M.3. and 11.M.18.c. All provisions of Section 11.M., referencing flight training managers, shall apply to aircraft standards managers.
2. An SCA who checks and instructs Captains and/or First Officers shall hold and be currently qualified in the Captain crew status in the aircraft on which he performs his SCA duties.
 - a. An SCA shall be Category IIIa (and Category IIIb, if applicable) qualified and have a minimum of 300 hours as PIC in the aircraft in which he performs the duties of an SCA.
 - b. The provisions of Section 11.N.2.a. (above), shall be waived in case of an aircraft type new to the Company fleet.
3. An SCA who checks and instructs Second Officers shall hold and be currently qualified in the Second Officer crew status in the aircraft on which he performs his SCA duties.
 - a. An SCA shall be qualified and have a minimum of 100 hours as a second officer in the aircraft in which he performs the duties of an SCA.
 - b. The provisions of Section 11.N.3.a. (above), shall be waived in case of an aircraft type new to the Company fleet.
4. An SCA's flight activity on a day previously scheduled free from duty in excess of his required number of work days, shall be compensated at 150% of his normal rate of pay.
5. SCAs hold their positions at the discretion of the Standards Manager.
6. In addition to all other compensation to which he is entitled, an SCA shall receive a bid period override as described in Section 11.L.8.e.
7. A Captain SCA shall receive an additional \$500 per bid period override.
8. A Second Officer SCA shall receive an additional \$250 per bid period override.
9. When assigned flight duties in an aircraft (other than fly days), the maximum number of duty days on an SCA's schedule shall be determined by dividing his pay only BLG/RLG (plus up to 5 days of carryover if bid) by 6:24 CH rounded to the nearest whole number, but the minimum number of duty days shall be 12 (15 in 5 week bid period).

10. When assigned a combination of flight duties in an aircraft and other duties in a training base in a single pay only bid period, a combination of Section 11.M.9.b. and 11.N.9. (above) shall be used to determine the maximum number of events on an SCA's schedule.

O. General

1. For purposes of Section 11, "current crew position" is not intended to indicate that the pilot is qualified as to currency for FAR purposes.
2. Training and checks administered to non-pilots may not be conducted in Company aircraft during revenue operations.
3. To the greatest extent possible, recurrent check rides/qualification events for flex instructor/PCAs, LCAs and non-pilot instructors shall be administered by an SCA.
4. All training and check ride/qualification events conducted in aircraft shall be administered by an LCA, SCA or an FAA Air Carrier Inspector, subject to the following:
 - a. Such training and check ride/qualification events for Captains and First Officers shall be administered by a pilot who holds and is currently qualified in the Captain crew status on the aircraft, or by an FAA Air Carrier Inspector;
 - b. Such training and check ride/qualification events for Second Officers shall be administered by a pilot who holds and is currently qualified in the Second Officer crew status on the aircraft, or by an FAA Air Carrier Inspector; provided, however, that an LCA who checks Captains may also give line checks to other crew seats in that aircraft type.
 - c. Any crew seat not occupied by a pilot in training shall be occupied by a pilot who is current and qualified in that crew seat, except as provided in Section 11.O.4.d.
 - d. During a Captain's initial line check, the remaining crew positions must be occupied by a pilot(s) who is current and qualified in such seat(s). No training may be conducted in other seat positions during such a line check.
 - e. If training or a check ride/qualification event is administered on a non-revenue flight conducted solely for the purpose of training or checking, the Second Officer crew seat may be occupied by a non-pilot instructor who is current and qualified in that crew status.
5. All crew seats shall be occupied during simulator check ride/qualification events.
 - a. During such simulator check ride/qualification events for a Captain or First Officer crew seat, the Captain and First Officer seats, if not occupied by a pilot being checked, shall be occupied by pilots who are currently qualified to serve in that crew seat.
 - b. During such simulator check ride/qualification events for a Second Officer crew seat, the Captain and First Officer crew seats may be occupied by non-pilot instructors who are current and qualified in those crew seats.
6. A simulator training period, except a LOFT/LOS, shall not be audio or video recorded without the written permission of all the pilots involved, and shall be erased after being viewed and critiqued by the pilots involved. A check ride/qualification event shall not be audio or video recorded.
7. A pilot assigned to occupy a crew seat in support of another pilot's training session/check ride/qualification event is not required to participate in the ground evaluation administered by the instructor during the pre-simulator briefing. The assigned pilot shall satisfy the performance standards required by his crew status. Should the pilot flying seat support encounter any significant performance issues that require training (other than debrief), prior to his return to line flying, his case shall be referred to the TRB. A pilot shall not incur a training failure while occupying a seat in support of another pilot's training.
8. Casual observers are not permitted in a simulator during a training period or check ride/qualification event without the mutual agreement of all pilots receiving training. FAA Air Carrier Inspectors, check airmen, instructors receiving training, pilot managers, Association representative (if requested by trainee), or other Company employees receiving required training are not considered casual observers.
9. Notwithstanding Section 11.O.8., and available seating permitting, an LCA, SCA or flex instructor/PCA may observe, at the request of a pilot, his flight simulator training, aircraft training, IOE or check

ride/qualification event. In those cases, an LCA, SCA or flex instructor/PCA is not entitled to additional compensation.

10. Upon request, a pilot receiving training or a check ride/qualification event in a simulator or aircraft shall be granted 1 change of instructor or check airman in the simulator, aircraft or IOE phases of ITU training.
11. No simulator check rides/qualification events shall be scheduled to be conducted between 0001 LT and 0500 LT, including brief.
12. [Reserved]
13. A pilot who is subject to a crew status freeze in accordance with Section 11 shall be released from that freeze if he is involuntarily excessed or furloughed from his crew status or can no longer hold that crew status due to legal restrictions. If a pilot is ineligible for passover pay as a result of a crew status freeze, and that freeze is lifted, he may become eligible for passover pay based on his subsequent bid award.
14. Notwithstanding other provisions of Section 11, a pilot may be assigned or awarded a crew status that he is otherwise "permanently ineligible" to hold if that crew status is the only crew status he could hold.
15. Except for de-identified training data, which is not covered by this paragraph, the Company shall retain only training records required by law (including FAA regulation), except that the Company may retain the following for 90 days after the associated training is completed:
 - a. the cover sheet from the pilot's most recent initial new hire, ITU or requalification training jacket; and
 - b. recurrent LOFT form; and
 - c. Flight Officer Proficiency Form (form 007); and
 - d. Flight Officer En Route Report (form 008).
16. A pilot may have Association representation at any conference with management involving unsatisfactory training performance. Meetings shall not be delayed unreasonably because of the need for representation.
17. Proficiency Enhancement Partnership Program

As part of its proficiency enhancement partnership program, the Company will offer the following additional training for proficiency (non-jeopardy training) at the pilot's election. This training is entirely voluntary on the pilot's part. The pilot shall not be paid for this training, nor shall it count as duty or a day of work for purposes of this Agreement. The Company shall make a good faith effort to accommodate a pilot's request for scheduling this type of training, however, this training shall not be scheduled to create a conflict with any other scheduled activities. Should a Captain or First Officer taking advantage of this program encounter any significant performance issues that require training (other than debrief), prior to his return to line flying, his case shall be referred to the TRB; Second Officers cannot require additional training as a result of participation in this program. The Company shall offer the following four types of training pursuant to this program:

- a. ITU Audit

Pilots holding an ITU award may audit ground school, and select AST and IOE events, at the discretion of the training manager, before their training date.
- b. Proficiency Enhancement

Up to two times per year but not less than thirty days prior to scheduled recurrent training, a pilot may request proficiency enhancement training.
- c. Second Officer Basic Airmanship Proficiency Retention

Up to two times per year, a second officer may request basic airmanship proficiency retention training.
- d. Scan Rides

Basic airmanship and instrument refresher training will be offered in applicable ITU syllabi for pilots upgrading to their first flying crew seat.