

## SECTION 9

### MISCELLANEOUS FLYING

Definitions:

#### NEGATIVE BID PERIOD REPORT

A report indicating that no revenue flying was performed by pilots other than line pilots during a particular bid period.

##### A. General

1. All revenue flying covered by this Agreement shall be performed by pilots on the master seniority list. No pilot may fly a revenue flight in a crew position he cannot hold by his seniority.
2. If a management pilot bumps a line pilot from his scheduled trip or a portion thereof, in accordance with other provisions of this Agreement, the line pilot shall receive the scheduled credit hours and deviation credit, if any, for the trip, or portion thereof, notwithstanding Section 8.C.2.a. (trips flown).
3. If a management pilot flies a trip, or portion thereof, covered by this Agreement and it is not possible to identify the line pilot who would have been bumped and otherwise would be entitled to compensation as described in Section 9.A.2. (above), the scheduled credit hours for such trip, or portion thereof, either shall be paid to the Association or offset against monies owed by the Association to the Company pursuant to Section 18.C. The value of any monies owed or offset pursuant to this paragraph shall be determined by multiplying the number of credit hours flown by the average hourly pay rate system wide for the crew status in which the management pilot flew.
4. Disputes arising from the application of Section 9.A.2. and A.3. shall be resolved as provided in Sections 20 and 21. In no event shall the Company be required to pay a trip guarantee pursuant to Section 9.A.2. and A.3. more than once.
5. Section 9.A.2. or A.3. shall not apply to the following non-revenue flights, except to the extent that a line pilot previously assigned is bumped from that flight:
  - a. publicity flights;
  - b. scenic flights;
  - c. ferry flights;
  - d. experimental flights;
  - e. engine, instrument, radio or acceptance test flights;
  - f. humanitarian flights;
  - g. maintenance flights.
6. The provisions of Section 9.A.2. and A.3. shall not apply to a trip(s) assigned to a management pilot pursuant to Section 25.P., provided such assignment is made within 4 hours of showtime for the trip. Trips shall not be held out of open time to permit assignment under this paragraph.

##### B. Bid Period Report

1. The Company shall provide to the Association a bid period report of all revenue trips, or portions thereof, covered by this Agreement, performed by pilots other than line pilots. Such report shall include:
  - a. The pairing number, base, equipment and date;
  - b. Name and employee number of the pilot who flew the trip;
  - c. Name and employee number of the pilot who received compensation under Section 9.A.2., if applicable; and

- d. Amounts paid or credited to the Association pursuant to Section 9.A.3., if applicable, and the rate of pay and credit hours used to calculate such payment.
- 2. If applicable, the Company shall submit a negative bid period report.
- 3. The report referred to in Section 9.B.1., shall be submitted no later than 30 days following the close of the bid period to which it pertains.
- C. Except for pilots assigned to the flight test group, line pilots shall not be required to conduct engine-out ferry, test or experimental flights.
- D. Except for line pilots assigned to the flight test group who may be required to hold and maintain multiple ratings and qualifications, no line pilot covered by this Agreement shall be required by the Company to maintain currency in more than 1 type rating. This paragraph shall not be construed to prohibit the Company from requiring pilots to maintain qualifications in aircraft with a common type rating.
- E. Flight Project Specialist (FPS) and Technical Advisor/Aircraft (TAA)
  - 1. The duties and conditions of a FPS/TAA shall be at the discretion of his Flight Test/Standards Manager. Such conditions may include but shall not be limited to dual aircraft and/or seat qualifications, and any attendant special training and certification required. However, those duties and conditions may not contradict provisions of this Agreement.
  - 2. FPS/TAA shall bid for and be awarded a bid line for flying purposes or "pay only," as determined by his Flight Test/Standards Manager, in his primary crew position. For purposes of Section 9.E., "primary crew position" means the crew position in which the pilot is currently performing his line flying activities (i.e., seniority bid position). Unless released to the line for an entire bid period by his Flight Test/Standards Manager, a FPS/TAA shall bid "pay only," and shall be awarded a BLG/RLG and compensated as follows:
    - a. In addition to all other compensation to which he is entitled, an FPS/TAA shall receive a bid period override commencing with the first month in the program. If an FPS/TAA 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 First Officer/Second Officer FPS/TAA 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
    - b. Passover Pay for FPS/TAA's
      - i. An FPS/TAA 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 FPS/TAA is entitled to passover pay in accordance with Section 9.E.2.b.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 FPS/TAA's activation into a new crew position; or
    - (2) the FPS/TAA's withdrawal from training for a new crew position.
- iii. The payment and, if applicable, repayment of passover pay due in accordance with Section 9.E.2.b.i., shall be administered as provided in Section 24.D.2.c.
- c. An FPS shall receive an additional \$300 per bid period override if he is required to maintain qualification in more than one aircraft, or as both a first officer and second officer.
- d. An FPS/TAA who performs related duties on a day(s) off in excess of the duty requirements contained in Section 9.E.6.b., shall be compensated as follows:
  - i. For work involving flight deck duties, a pairing shall be constructed and the pilot shall earn trip guarantee at 150% of his normal pay rate, when he blocks out on such pairing; and
  - ii. For each additional work day not involving flight deck duties he shall earn R-day value.
  - iii. Failure to block out will result in showpay.
- 3. An FPS/TAA that wishes to resign from the program must notify the Flight Test/Standards Manager at least 3 bid periods in advance.
  - a. the notification period may be reduced at the discretion of the Flight Test/Standards Manager.
  - b. the FPS/TAA may be retained in the program for up to 3 months beyond his desired resignation date at the discretion of the Flight Test/Standards Manager, or 6 months by mutual consent.
- 4. FPS/TAA's hold their positions at the discretion of the Flight Test/Standards Manager.
- 5. The crew position of an FPS/TAA who resigns or is removed from the FPS/TAA program shall be determined as follows:
  - a. If the FPS/TAA does not hold a bid award for a different crew position, he shall remain in his current crew position.
  - b. If the FPS/TAA holds a bid award for a different crew position or, would have been awarded such different crew position but for his FPS/TAA status (pursuant to Section 9.E.2.b.) 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 FPS/TAA will proceed to training as scheduled.
    - ii. In those cases where a training date has not been assigned, the Flight Test/Standards Manager will arrange a class date and communicate that date to the FPS/TAA.
- 6. During each bid period, the Company shall construct a work day schedule for each FPS/TAA, as follows:
  - a. An FPS/TAA 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 an FPS/TAA's 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 Flight Test/Standards Manager.
  - c. If an FPS/TAA is working consecutive months in pay-only status, he may work the carry over portion in either month, provided enough work is available, as determined by the Flight Test/Standards Manager.
  - d. An FPS/TAA, bidding in a "pay only" status, shall be notified of his bid period schedule by 1700 LBT on the Friday prior to the beginning of the bid period.

- e. Additional work days may not be scheduled without an FPS/TAA's consent. If the FPS/TAA performs assigned duties on a day previously scheduled free from duty, he shall be entitled to compensation as per Section 9.E.2.d., as applicable.
- f. He may operate open time assignments (e.g., M/U, VLT or DRF) in his primary crew position provided such assignments do not conflict with his scheduled work days. An FPS/TAA operating as a line pilot shall only operate revenue trips in his primary crew position.
- g. When an FPS/TAA is positioning to or from a location other than his assigned base, the class of service for his deadhead will be as provided in Section 8.
- h. Bid periods in which an FPS/TAA is scheduled for an awarded vacation shall be line flying bid periods to the extent practical. An FPS/TAA, however, who performs FPS/TAA duties 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. An FPS/TAA:
  - i. May adjust his vacation period by sliding it up to a maximum of 5 days in either direction, in accordance with Section 7.
  - ii. 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.
- i. An FPS/TAA on sick leave shall have his sick bank reduced by R-day value for each work day missed due to sick.

#### 7. Non-FPS Pilot Performing FPS Duties

With his concurrence, a qualified pilot who is not an FPS may be assigned FPS duties.

- a. If his FPS duties conflict with a trip(s), the pilot shall be removed from that trip(s) and shall earn trip guarantee. If the number of trip days removed exceeds the number of days on which the pilot performed FPS duties, he may be scheduled for additional FPS duties to make up the excess days.
- b. If a pilot performs FPS duties on a day off, he shall be compensated as follows:
  - i. For work involving flight deck duties, a pairing shall be constructed and the pilot shall earn trip guarantee at 150% of his normal pay rate, when he blocks out on such pairing; and
  - ii. For each additional work day not involving flight deck duties he shall earn R-day value.
  - iii. Failure to block out will result in showpay.
- c. A pilot shall receive an additional \$300 per bid period for each bid period in which he performs FPS flight deck duties.