

*Please note this document is not in its final format, though the content is correct. We've highlighted the changes to make it easier to read.*

## **Section 1 – Scope and Recognition**

### **1-A Recognition**

**1-A-1** In accordance with certification number R-6939 Mesa Airlines made by the National Mediation Board, the Company hereby recognizes the Association as the duly authorized representative of the Pilots in the employ of the Company for the purpose of the Railway Labor Act as amended.

**1-A-2** This Agreement will be binding upon any successor or merged company or companies in the control of Mesa Airlines or Mesa Air Group, in accordance with the conditions of the Railway Labor Act as amended. Except as otherwise expressly indicated, the terms Mesa Airlines and "Company", as used herein, shall include all airline subsidiaries of Mesa Air Group.

### **1-B Scope**

**1-B-1** Except as provided in Section 1-B-2 below, all present and future flying of any form performed in and for the service of the Company shall be performed by Pilots on the Mesa Air Group Pilot System Seniority List in accordance with the terms and conditions of this Agreement. The phrase "present and future flying of any form performed in and for the service of the Company" includes without limitation all such flying 1) on the Company's aircraft (whether leased or owned), or 2) under the Company's operational control, including wet leases and contracting for other carriers or entities (government, military or commercial).

**1-B-2** Notwithstanding Section 1-B-1 above, the Company may assign or contract out revenue flying for a period of sixty (60) days during the term of this Agreement if a) such conduct is necessary to accomplish the needs of the service of the Company, and b) the Company does not have sufficient aircraft and Pilots to perform the revenue flying assigned or contracted out, and c) no Pilot on the Mesa Air Group Pilots System Seniority List is furloughed, or remains on furlough, while the Company contracts out revenue flying.

**1-B-3** The Company shall not create or acquire an "alter ego" to avoid the terms and conditions of this Agreement.

## **1-C Successorship**

- 1-C-1** The Company shall require that a successor (including, without limitation, any merged company or companies, or any assignee, purchaser, or transferee of the Company), agree to be bound by all the terms of this Agreement as a condition of any transaction that results in a successor, and the provisions of this Agreement shall be binding upon any successor or merged company or companies unless or until changed in accordance with the provisions of the Railway Labor Act, as amended. Any transaction wherein a successor emerges shall be deemed a "Successorship Transaction."
- 1-C-2** In the event of a Successorship Transaction in which the Successor is an air carrier, or any person or entity that controls or is under operational control of an air carrier, the Successor shall provide the Company's Pilots with a fair and equitable seniority integration with the Successor's Pilots as provided in Sections 3 and 13 of the Labor Protective Provisions specified by the Civil Aeronautics Board in the Allegheny-Mohawk merger ("Allegheny-Mohawk LPP's"), and/or the McCaskill-Bond statute, except that the seniority lists of the respective pilot groups shall be governed by Association merger policy if both pre-transaction pilot groups are represented by the Association.
- 1-C-3** Upon announcement of a Successorship Transaction, or any other transaction which will or may result in the acquisition of another carrier by the Company or the consolidation of the Company with another air carrier, the parties will meet promptly to negotiate an appropriate fence agreement and/or to implement a seniority integration process as described in Section 1-C-2 above. During the period between the announcement of any transaction described in the preceding sentence and the earlier of
- 1-C-3-a** agreement between the parties on a fence agreement,
  - 1-C-3-b** a completed and implemented seniority integration, or
  - 1-C-3-c** the operational merger, no Pilot on the Mesa Air Group Pilots System Seniority List will be furloughed as a result of such transaction.

**1-C-4** The Company shall provide the Association forty-five (45) days notice of its intent to enter into a Successorship Transaction. Such notice shall include details of the Successorship Transaction, including documentation of the Company's compliance with the requirements of this Agreement.

**1-D Transfer of Assets**

**1-D-1** In the event of the acquisition by the Company of another airline, or the closing of a Successorship Transaction as defined herein, the Company shall not transfer the aircraft (including all "firm" orders and any options to purchase aircraft) and operations of each pre-transaction airline between the pre-transaction airlines until such time as the Pilot seniority lists are integrated in accordance with Section 1-C-2 above.

**1-D-2** If the Company transfers aircraft or aircraft leases or purchase rights or options to a parent, subsidiary or subsidiary of a parent, thereby creating a surplus of Pilots with the Company, then:

**1-D-2-a** the Company shall require the transferee to offer employment to such surplus Pilots; and

**1-D-2-b** the Company shall require the transferee to provide the transferring Pilots with Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions as Section 13 relates to Section 3 for purposes of fair and equitable integration of seniority except that the integration of the seniority lists of the respective pilot groups shall be governed by Association merger policy if both pre-transaction pilot groups are represented by the Association.

**1-D-2-c** If the Company transfers twenty-five percent (25%) or more of its aircraft, or aircraft leases, to an entity other than a parent, subsidiary or subsidiary of a parent, in a single transaction, and the purchaser of such aircraft uses such aircraft to operate over the then-current lines of the Company, the Company shall require as a written condition of such transaction that the purchaser grant each Pilot on the Mesa Air Group Seniority List whose seniority rights are affected by such transaction an interview for employment to serve as a Pilot in such aircraft.

**1-D-2-d** For purposes of this section, a Pilot shall be deemed "qualified" for employment with the transferee if they are qualified, without further training (other than recurrent or substantially equivalent training, proficiency check, or training incidental and necessary to qualify Pilots on the operating procedures of the transferee), to operate the aircraft transferred to the transferee

**1-D-3** Section 1-D-2-c above, shall not apply to financing transactions such as sale leasebacks where the transferred assets continue to be used in the regular course of the Company's operations.

## **1-E Remedies**

The Company agrees that any Grievance filed by the Association alleging a violation of Section 1 of this Agreement shall bypass the initial steps of the Grievance process and shall be submitted, heard and resolved through binding arbitration on an expedited basis directly before the Mesa Air Group Pilots System Board of Adjustment sitting with a neutral arbitrator. The dispute shall be heard not later than fifteen (15) days following submission to the System Board, and shall be decided not later than thirty (30) days after submission, unless the parties agree otherwise in writing.

## **1-F Management Rights**

Except as expressly restricted by this Agreement, the Company retains all authority and rights to manage and direct its Pilot workforce. Such rights include, without limitation, the right to hire; to establish, amend, suspend or revoke rules, policies and procedures; to determine qualifications for initial employment; to establish employee rules of conduct; to determine the means of providing service to its passengers, including the size, type and number of aircraft to be utilized in providing service; to determine the size and composition of the Pilot workforce; to Furlough and recall; to establish new routes, services, schedules, and areas of service; to determine what equipment will be utilized and allocated to particular routes; to discontinue all or any part of its operations; to transfer equipment from one base of operation to another base of operation; to determine where to perform all or any part of its operations; to determine whether to purchase additional aircraft or to lease, sell, or otherwise dispose of all or any part of its equipment; and to determine whether to merge, consolidate, sell or otherwise dispose of all or any part of its business

## Section 2– Definitions

### 2-A Definitions

The following terms as used in this Agreement shall be construed as follows:

**2-A-1 Absence** - when a Pilot is not available for a scheduled trip or reserve assignment. For the purposes of Section 8-D and 8-E, a pilot's unavailability shall not be considered an Absence if (a) it is a result of Military Leave and the Pilot gives the Company at least 30 days' notice of such leave, or (b) it is a result of Jury Duty and the Pilot gives the Company at least 30 days' notice of such leave or notifies the Company within 3 calendar days of receiving of the Pilot's receipt of the summons for jury duty if received within 30 days of the date jury service is to begin.

**2-A-2 Advanced Qualification Program (AQP)** - training system is developed using a systematic training program methodology. AQP is a voluntary, data-driven, alternative means of compliance to the 'traditional' regulatory requirements under 14 CFR Parts 121 and 135 for training and checking.

**2-A-3 ALPA or Association** – the Air Line Pilots Association, International.

**2-A-4 Bad Day/Worse Day** - a pilot's ability to swap a trip in the Schedule Enhancement software on a day(s) where the number of reserve pilots is below the buffer (bad day) for a trip compared to day(s) where the number of reserve pilots is further below the buffer (worse day).

**2-A-5 Base Assisting** - when a reserve pilot is traveled to a domicile other than their permanent domicile for the purposes of regular short call reserve.

**2-A-6 Bid Award** - means the bid awarded in accordance with Section 13.B. of this Agreement.

**2-A-7 Bid Period** - means a monthly cycle for the purpose of establishing the bid schedules. Dates are defined in Section 12 and all bid periods shall run consecutively.

**2-A-8 Block-to-Block** - a time period from Block-out Time to Block-in Time.

**2-A-9 Block-in Time** - occurs at the arrival station, or at the departure station in the case of an attempt or return to field, when the parking brake is set and any cabin or cargo(s) door is opened.

**2-A-10 Block-out Time** - occurs at the departure station when the Captain releases the parking brake and the cabin and cargo door(s) are closed.

**2-A-11 Captain** - a Pilot who is in command of the aircraft and its crew while on duty and who is responsible for the manipulation of or for who manipulates the controls of an aircraft including taxiing, takeoff and landing of such aircraft, who is properly qualified and designated by the Company to serve as, and who holds a currently effective airman's certificate authorizing them to serve as, such Pilot.

**2-A-12 Cargo Operation** - operating aircraft for the purposes of cargo flying.

**2-A-13 Check Airman** - means a pilot authorized by the Company and/or the Federal Aviation Administration to perform the required proficiency checks, route checks, ground and flight training on other pilots within the guidelines of the Company and/or the FAA.

**2-A-14 Company** - as used in this Agreement means Mesa Airlines, Inc. and any other air carrier operated, controlled or owned by Mesa Air Group, Inc.

**2-A-15 Critical Flying** - flying deemed by the Company as necessary to preserve operations or reliability. Any flying deemed to be Critical Flying will be paid in accordance with Section 3-L below.

**2-A-16 Date of Hire** - the day a pilot enters training with the Company for the duties of a pilot.

**2-A-17 Day** - a period of time from the hours of 0001 to 2400 based upon the local time of a pilot's domicile; provided, however, that a flight scheduled to terminate before 2400 but which is delayed and

actually terminated at or before 0200 will not alter a pilot's scheduled day off.

**2-A-18 Days Off** - days designated on a pilot's Bid Award as non-flying days at a pilot's domicile.

**2-A-19 Deadheading or Deadhead** - the transport by air or surface vehicle of a pilot from one point to another, pursuant to Company orders, for the purpose of performing any duty under this Agreement after arrival at the destination point, or for the purpose of returning after having performed such duty.

**2-A-20 Debrief** – The time allowed for completion of post flight duties. Debrief ends at block-in plus 15 minutes or block-in plus 30 minutes when customs clearance is required.

**2-A-21 De-Identified Data** - Any recorded data that exist following the deletion and destruction of any data that could in any way be used to identify specific crew members.

**2-A-22 Differences Training** - the training required for crewmembers that have qualified and served on a particular type of airplane when the administrator finds differences training is necessary before a crewmember serves in the same capacity on a particular variation of that airplane.

**2-A-23 Displacement** – a Pilot is displaced when they cannot hold their current Status and or Domicile as a result of their Seniority.

**2-A-24 Domicile** - A specific airport location or geographic location which the Company designates as a pilot base and equipment from which a pilot is awarded for flight duty purpose.

**2-A-25 Duty Day** – A day in which a duty period begins or ends and all days away from domicile while flying a trip (includes deadhead). Also, any day, or partial day, scheduled for reserve duty, training, or Company business.

**2-A-26 Duty Time** - when a pilot is required to report, which normally is that period of time beginning forty-five (45) minutes before the scheduled departure of their first flight of the day or whenever the pilot reports, whichever is later, and ending fifteen (15) minutes after scheduled or actual block-in, or until the pilot is released from duty, whichever is later.

**2-A-27 Equipment** - type, category, and class of aircraft.

**2-A-28 Fatigue** - a physiological state of reduced mental or physical performance capability resulting from lack of sleep or increased physical activity that can reduce a flight crew member's alertness and ability to safely operate an aircraft or perform safety related duties.

**2-A-29 Fatigue Report** - a report, after calling in fatigued, completed by the Pilot via the Company website.

**2-A-30 Fatigue Review Committee** – a joint committee with Mesa Airlines and Association members that reviews fatigue reports on a monthly basis.

**2-A-31 Ferry** - the positioning of an aircraft for maintenance or other purposes.

**2-A-32 Final Bid Award** – Final schedules of active pilots published on the 24<sup>th</sup> of the month prior to the bid period.

**2-A-33 Finalized Bid Eligibility List** – List of active pilots that will be entered into the PBS on the 13<sup>th</sup> of the month prior to bidding.

**2-A-34 First Officer** - a Pilot who is second-in-command and any part of whose duty is to assist or relieve the Captain in the manipulation of the controls of an aircraft including taxing, takeoff and landing of such aircraft, who is properly qualified and designated by the Company to serve as, and who holds a currently effective airman's certificate authorizing them to serve as, such Pilot.

**2-A-35 Flight Data Recorder**- Any device, equipment or system that collects, transmits, or records in-flight data, whether installed to monitor pilot, aircraft component, or aircraft performance, or as a consequence of performance of some other function.

**2-A-36 FOQA Data** - Information collected by any means for use in the FOQA Program. FOQA Data shall be used solely for the purpose of FOQA analysis.

**2-A-37 FOQA Monitoring Team or FMT** - A committee of up to 3 Management Pilots appointed by the Company from the Flight Safety, Flight Standards and Training, and/or Flight Operations



Departments, and up to 3 Pilot representatives selected by the Association.

**2-A-38 FOQA Program** - A program designed to enhance flight safety through controlled analysis of recorded flight data Information, which shall be established and maintained by mutual agreement of the Company and the Association.

**2-A-39 Footprint** - the show time on the first day of the trip to duty off time at the end of the trip as published when the line holder pilot is awarded the trip, picks up, or modifies the trip via the Preferential Bidding System or the Schedule Enhancement Software, as appropriate.

**2-A-40 Furlough** - the removal of a pilot from active duty as a pilot due to a reduction in force or the period of time during which such pilot is not in the active employ of the Company as a pilot due to such reduction in force.

**2-A-41 Gatekeeper Team** - The Association-appointed member of the FMT and the Company-appointed member of the FMT who will have sole access to and be able to retrieve from the computer information which would allow identification of a flight number and date for a specific FOQA event.

**2-A-42 Group** - aircraft Groups I and II as defined by the Federal Aviation Regulations.

**2-A-43 Higher Paying Status** - pay as determined on the basis of the hourly rates applicable to the aircraft types.

**2-A-44 Holdback** – Training that occurs out of Seniority order.

**2-A-45 Identified Data** - Any recorded or collected flight data prior to removal of all Identifying Data.

**2-A-46 Identifying Data** - Any data or combination of data that allows recorded or collected flight data to be associated with a specific crew member.

**2-A-47 Information** - Any data transmitted for the purpose of recording or collecting data, or data recorded or collected by use of a Data Recorder, CVR or any other recording device on an aircraft or flight simulator that monitors Pilot, aircraft component, or aircraft performance.

Information shall also include tapes, transcripts, reports, papers, memos, statements, studies, charts, graphs or any other description, analysis or compilation of data/information collected by any such equipment or Gatekeeper interview. Information shall be handled in accordance with the data de-identification and sharing process established in the FOQA program, except for already de-identified Information otherwise collected in the normal course of business and routine uses of Information as agreed to herein.

**2-A-48 Initial Training** - the training required for crewmembers that have not qualified and served in the same capacity on another airplane of the same group.

**2-A-49 Instructor** – Pilots designated by the Company to manage and administer Company policy with respect to flight training and checking operations.

**2-A-50 International Operation** - a flight segment to or from an airport, or between airports, located outside the contiguous 48 states of the United States.

**2-A-51 Irregular Operations (IROPS)** - any unexpected operations that challenge the normal capabilities of System Operations Control.

**2-A-52 Line Check** - the bi-annual or less flight check for a Captain.

**2-A-53 Line Guarantee** - The pay credit for the Final Bid Award

**2-A-54 Lineholder** – A pilot who is either awarded or assigned a line of time.

**2-A-55 Line of Time** - a schedule built by the Company in accordance with Section 13 which consists of scheduled trips, reserve duty, or training.

**2-A-56 Longevity** - the period of time, used for pay and benefit accrual purposes, commencing with the pilot's date of hire and accumulating thereafter in accordance with the terms of this Agreement.

**2-A-57 Long Layover** - a trip pairing that has a scheduled layover(s) longer than twenty-eight (28) hours

**2-A-58 Mesa Air Group Pilots' System Seniority List** - list of names of all Pilots, arranged in the order of system seniority.

**2-A-59 New Hire** – a Pilot who has not completed initial operations experience training.

**2-A-60 Open Time** – Uncovered Flying.

**2-A-61 Operational Exceedance Event** - An event, as determined by recorded data, that indicates that an aircraft was in a situation outside of the normal, agreed on, and Association-approved flight operations envelope tolerances.

**2-A-62 Operational Routine Event** - An event, as determined by recorded data, in which an aircraft was operated in a manner consistent with mutually agreed upon tolerances, but is of statistical interest.

**2-A-63 Over Block** – Any actual Block-to-Block time that exceeds the scheduled block time of that segment.

**2-A-64 Overnight** - a period of time during which a pilot is relieved from duty away from his domicile for the purpose of legal rest.

**2-A-65 Pairing or Trip** - means a series of segments that fall between the pilots' show time at a domicile to the pilots' duty off time at a domicile.

**2-A-66 Per-Diem** – A dollar amount paid per hour to cover a pilot's individual expenses.

**2-A-67 Permanent Vacancy** - any vacancy in Status and Equipment, which is anticipated to exist for more than 3 Bid Periods.

- 2-A-68 Preferential Bidding System (PBS)** - is a comprehensive system that provides for enhanced Pilot bidding during the creation of the Pilot lines, taking into consideration Pilot preferences and seniority.
- 2-A-69 Pilot** - Captain and First Officer as defined herein, and shall pertain to pilots on the Mesa Air Group Pilots' System Seniority List.
- 2-A-70 Probationary Period** - a pilot's first twelve (12) months of active service as a pilot with the Company (exclusive of time spent on furlough or leave of absence).
- 2-A-71 Proficiency Check** means the semi-annual flight check for a Captain and the annual flight check for a first officer.
- 2-A-72 Proficiency Training** means recurrent flight training completed in lieu of a Proficiency Check.
- 2-A-73 Qualified** - when referring to a pilot's qualification to bid for or hold a category vacancy, means a pilot who has previously qualified with Mesa Air Group to perform as a cockpit crew member in the status in the equipment posted for bid.
- 2-A-74 Ready Reserve or Airport Standby Reserve** - a defined duty period during which a pilot is required by the Company to be at a designated airport for a possible assignment with the ability to report to an assigned gate within 20 minutes of notification.
- 2-A-75 Reassignment** - any change(s) to a line holder Pilot's schedule within the Footprint of a trip originally awarded the Pilot or a trip that the Pilot subsequently picked up.
- 2-A-76 Requalification Training** - the training required for crewmembers previously trained and qualified, but who have become unqualified.
- 2-A-77 Reserve Captain** - a Captain who is assigned by the Company to be on reserve in accordance with the terms of this Agreement.
- 2-A-78 Reserve First Officer** - a First Officer who is assigned by the Company to be on reserve in accordance with the terms of this Agreement.
- 2-A-79 Reserve Line** - a line of flying on the monthly bid schedule indicating the days a Reserve pilot will be available for duty.
- 2-A-80 Reserve Man Days** - the total number of reserve shifts each day scheduled in any given bid period, categorized by domicile, equipment, and seat.

**2-A-81 Roster - Finalized Bid Eligibility List**

**2-A-82 Schedule Adjustment Period (SAP)** - a period from the 20th-22nd of the month where line holding pilots may utilize the schedule enhancement software to manipulate trips within their Bid Award.

**2-A-83 Scheduled Time** - the time specified in the operating schedules established by the Company.

**2-A-84 Segment** - one complete flight from brake release at the departure airport for the purpose of flight to brake set and main cabin door opening at the destination or diversion airport.

**2-A-85 Soft Time** - non-block time/credit in a pairing or line award.

**2-A-86 Split Duty Period (SDP)** - a flight duty period that has a scheduled break in duty that is less than a required rest period.

**2-A-87 Standardization Observations - TBD**

**2-A-88 Standing Bid – TBD**

**2-A-89 Status** - a position in a specific type of equipment that a Pilot holds at a given time.

**2-A-90 Substantiated Fatigue Call** – a fatigue call that has been accepted by the Fatigue Review Committee.

**2-A-91 Supervisory/Management/Chief Pilot** - pilots designated by the Company to manage and administer Company policy with respect to flight operations and will not be permitted to hold a "line of time" except when required by the needs of the service.

**2-A-92 System Board of Adjustment** - The Board shall consist of two (2) members, one (1) of whom shall be selected and appointed by the Association and one (1) by the Company and ,when required, a neutral referee shall be appointed by mutual agreement of the Company and the Association.

**2-A-93 Taxi Movement** – movement of the aircraft or starting of the aircraft engines NOT for the purposes of flight.

- 2-A-94 Temporary Vacancy (TDY)** - any vacancy which is anticipated to exist for more than fourteen (14) days and less than 4 Bid Periods.
- 2-A-95 Transition Training** - training required for crewmembers that have qualified and served in the same capacity on another airplane of the same Group.
- 2-A-96 Training Department** - Instructors and Check Airmen that administer the Company's FAA approved training programs.
- 2-A-97 Training Review Board** – A board which shall consist of the Pilot, the Chief Instructor, the Director of Training, and the Association's designated Safety Committee representative. The TRB will discuss the Pilot's performance and any circumstances relevant to the failures and recommend a course of action.
- 2-A-98 Trip or Pairing** - a series of segments that fall between the pilots' show time at a domicile to the pilots' duty off time at a domicile.
- 2-A-99 Trip Trade or Trade** - two pilots who mutually agree to fly the others trip or one pilot who agrees to fly another pilot's assigned trip.
- 2-A-100 Uncovered Flying** - trips or portions of trips which, after the bidding process, remain unassigned or are not reserved for management pilots and are placed in the uncovered flying status by crew scheduling, and other flying as defined in Section 13.D. of this Agreement
- 2-A-101 Upgrade Training** - the training required for crewmembers who have qualified and served as second-in-command on a particular airplane type before they serve as pilot-in command on that airplane.
- 2-A-102 Unstacking/Coverage** – a trip assigned in PBS, in reverse seniority order, whose purpose is to resolve an excessive number of open assignments on a specific date. The trip is assigned first and will disregard bid conditions, if necessary, to resolve the excess stack of open assignments.
- 2-A-103 Vacancy** - a position available in a status at a domicile in excess of the number of pilots already in that domicile and status.
- 2-A-104 Vacation Bid** – process of noticing and awarding vacation slots for the ensuing calendar year.

## Section 3 – Compensation

3-A Pilots will receive hourly flight pay based on their status (position/equipment) and length of service with the Company as follows:

### 3-A-1 Wage Rate Charts:

#### 3-A-1-a B737 Captain Pay Rates

Longevity	DOS	DOS + 1	DOS + 2	DOS + 3
1	\$121.74	\$122.96	\$124.19	\$125.43
2	\$125.28	\$126.53	\$127.80	\$129.08
3	\$132.80	\$134.13	\$135.47	\$136.82
4	\$140.77	\$142.18	\$143.60	\$145.04
5	\$149.21	\$150.70	\$152.21	\$153.73
6	\$158.17	\$159.75	\$161.35	\$162.96
7	\$163.31	\$164.94	\$166.59	\$168.26
8	\$168.61	\$170.30	\$172.00	\$173.72
9	\$174.10	\$175.84	\$177.60	\$179.38
10	\$179.75	\$181.55	\$183.36	\$185.20
11	\$185.60	\$187.46	\$189.33	\$191.22
12	\$192.95	\$194.88	\$196.83	\$198.80
13	\$199.22	\$201.21	\$203.22	\$205.26
14	\$205.69	\$207.75	\$209.82	\$211.92

NOTE: On June 1, 2026 and each year thereafter until a new agreement is reached, or through June 1, 2028, whichever comes first, the rates above will increase by one percent (1%) each year.

**3-A-1-b CR900/E175 (<86,000 lbs.) Captain Pay Rates**

Longevity	DOS	DOS + 1	DOS + 2	DOS + 3
1	\$85.50	\$86.36	\$87.22	\$88.09
2	\$87.39	\$88.26	\$89.14	\$90.03
3	\$89.16	\$90.05	\$90.95	\$91.86
4	\$91.20	\$92.11	\$93.03	\$93.96
5	\$93.27	\$94.20	\$95.14	\$96.09
6	\$95.34	\$96.29	\$97.26	\$98.23
7	\$97.50	\$98.48	\$99.46	\$100.45
8	\$99.50	\$100.50	\$101.50	\$102.51
9	\$101.50	\$102.52	\$103.54	\$104.58
10	\$104.00	\$105.04	\$106.09	\$107.15
11	\$106.50	\$107.57	\$108.64	\$109.73
12	\$108.50	\$109.59	\$110.68	\$111.79
13	\$110.00	\$111.10	\$112.21	\$113.33
14	\$113.93	\$115.07	\$116.22	\$117.38
15	\$116.50	\$117.66	\$118.84	\$120.02
16	\$118.49	\$119.67	\$120.87	\$122.08
17	\$120.65	\$121.85	\$123.07	\$124.30
18	\$122.56	\$123.79	\$125.02	\$126.27
19	\$123.34	\$124.57	\$125.82	\$127.08
20	\$124.50	\$125.75	\$127.00	\$128.27

*NOTE: On June 1, 2026 and each year thereafter until a new agreement is reached, or through June 1, 2028, whichever comes first, the rates above will increase by one percent (1%) each year.*



**3-A-1-c CR700/550/E170 Captain Pay Rates**

Longevity	DOS	DOS+1	DOS+2	DOS+3
1	\$83.56	\$84.40	\$85.24	\$86.09
2	\$84.01	\$84.85	\$85.70	\$86.56
3	\$85.65	\$86.51	\$87.37	\$88.25
4	\$87.66	\$88.54	\$89.42	\$90.32
5	\$89.72	\$90.62	\$91.52	\$92.44
6	\$91.86	\$92.78	\$93.71	\$94.64
7	\$94.13	\$95.07	\$96.02	\$96.98
8	\$96.35	\$97.31	\$98.29	\$99.27
9	\$97.47	\$98.44	\$99.43	\$100.42
10	\$100.33	\$101.33	\$102.35	\$103.37
11	\$102.12	\$103.14	\$104.17	\$105.21
12	\$103.50	\$104.54	\$105.58	\$106.64
13	\$105.64	\$106.70	\$107.76	\$108.84
14	\$110.20	\$111.30	\$112.42	\$113.54
15	\$113.56	\$114.70	\$115.84	\$117.00
16	\$113.78	\$114.92	\$116.07	\$117.23
17	\$115.35	\$116.50	\$117.67	\$118.85
18	\$115.62	\$116.78	\$117.94	\$119.12
19	\$115.89	\$117.05	\$118.22	\$119.40
20	\$116.16	\$117.32	\$118.49	\$119.68

*NOTE: On June 1, 2026 and each year thereafter until a new agreement is reached, or through June 1, 2028, whichever comes first, the rates above will increase by one percent (1%) each year.*

### 3-A-1-a B737 First Officer Pay Rates

Longevity	DOS	DOS + 1	DOS + 2	DOS + 3
1	\$53.05	\$53.58	\$54.12	\$54.66
2	\$83.94	\$84.78	\$85.63	\$86.48
3	\$88.97	\$89.86	\$90.76	\$91.67
4	\$94.32	\$95.26	\$96.22	\$97.18
5	\$99.97	\$100.97	\$101.98	\$103.00
6	\$105.97	\$107.03	\$108.10	\$109.18
7	\$109.42	\$110.51	\$111.62	\$112.74
8	\$112.98	\$114.11	\$115.25	\$116.40
9	\$116.65	\$117.82	\$118.99	\$120.18
10	\$120.43	\$121.63	\$122.85	\$124.08
11	\$124.35	\$125.59	\$126.85	\$128.12
12	\$129.28	\$130.57	\$131.88	\$133.20
13	\$133.47	\$134.80	\$136.15	\$137.51
14	\$137.82	\$139.20	\$140.59	\$142.00

*NOTE: On June 1, 2026 and each year thereafter until a new agreement is reached, or through June 1, 2028, whichever comes first, the rates above will increase by one percent (1%) each year.*

**3-A-1-d CR900/700/550/E175/170 First Officer Pay Rates**

Longevity	DOS	DOS + 1	DOS + 2	DOS + 3
1	\$48.00	\$48.48	\$48.96	\$49.45
2	\$51.00	\$51.51	\$52.03	\$52.55
3	\$53.00	\$53.53	\$54.07	\$54.61
4	\$53.88	\$54.42	\$54.96	\$55.51
5	\$55.00	\$55.55	\$56.11	\$56.67
6	\$56.00	\$56.56	\$57.13	\$57.70
7	\$57.00	\$57.57	\$58.15	\$58.73

*NOTE: On June 1, 2026 and each year thereafter until a new agreement is reached, or through June 1, 2028, whichever comes first, the rates above will increase by one percent (1%) each year.*

**3-A-2** For all flights operated, pilots will be paid the higher of the applicable rate for the equipment scheduled or equipment flown.

**3-A-3** The compensation rates established in this contract are only for the aircraft listed above on the wage rate charts. Should the Company elect to operate an aircraft not listed on the wage rate charts, the parties will agree on pay rates for said aircraft prior to operation by the Company as set forth below.

**3-A-3-a** The Company shall provide the Association notice of its intention to place into service an aircraft type that is not included in Section 3-A-1 on the earlier of: (i) at least six (6) months prior to the estimated date such aircraft shall be placed into scheduled revenue service, or; (ii) within thirty (30) days after entering into a contract for procurement of the new aircraft type whether by lease, purchase agreement, or other financial mechanism..

**3-A-3-b** The parties shall meet within fifteen (15) days following a written request by either party to negotiate the pay rate for the positions for the new aircraft type.

**3-A-3-c** If such negotiations do not result in agreement within 100 days from the date this procedure is invoked, either party may submit the dispute to final and binding interest arbitration.

**3-A-3-c-(1)** The dispute shall be heard before an arbitrator selected from a panel of neutrals agreed upon in advance by the

parties, using an alternate strike or other method of selection satisfactory to the parties.

**3-A-3-c-(2)** The hearing shall be conducted and briefing by the parties, if any, shall be completed 150 days from the date this procedure is invoked.

**3-A-3-c-(3)** The arbitrator's award shall be issued no later than 180 days from the date this procedure is invoked and shall settle the dispute between the parties by giving the new aircraft type a pay rate.

**3-A-3-c-(4)** Upon final agreement, or upon issuance of the arbitrator's award, as the case may be, retroactive compensation, if applicable, shall be paid to all pilots who operated the new aircraft type in revenue service before the parties' agreement became effective or the award issued.

**3-A-3-d** Should the Company elect to place into service a CRJ200/E145 aircraft, the notice requirements of 3-A-3-a and 3-A-3-b above would apply, The parties have agreed that the pay rates for CRJ200/E145 aircraft would be determined via the following criteria:

**3-A-3-d-(1)** CRJ 200/E145 Captain Pay Rate Chart shall be determined by taking the average pay rate for each year of service for the three most economically conservative pay rates of CRJ 200/E145 aircraft from the following United States based and operated carriers: Air Wisconsin, CommutAir, Envoy Air, Endeavor Air, Piedmont Airlines, or SkyWest Airlines.

**3-A-3-d-(2)** Other airlines not listed above may be used in these calculations however all calculations shall:

**3-A-3-d-(3)** Have scheduled block hours in revenue service

**3-A-3-d-(4)** Operate a similar aircraft type

**3-A-3-d-(5)** Carriers that are in bankruptcy or carriers whose pay rates were adjusted during a bankruptcy will not be used for comparator purposes.

**3-A-3-d-(6)** Regardless of the implementation date for the new aircraft, all pilots operating such aircraft type shall receive a one percent (1%) increase at the same time all other pilots receive their annual one percent (1%) increase as provided in 3-A-1-XX above.

**3-A-3-d-(7)** The Pay Rates calculated in 3-A-3-c above may equal but shall not exceed those for the CR700/550/E170 Captain Pay Rates.

**3-A-3-d-(8)** First Officer pay rates on the CRJ200/E145 shall be to the same as the CR900/700/550/E175/170 First Officer Pay Rates provided in 3-A-1-e above.

**3-A-3-d-(9)** If less than three of the above-named airlines in 3-A-3-d-(1) are no longer in operation or no longer operate

CRJ200/E145 aircraft, and the parties cannot agree on other comparators for Captain pay rates, the process outlined in 3-A-3-c above shall be utilized.

### **3-B Scheduled or Actual Block Flight Time**

**3-B-1** All Pilots will be paid on the basis of Scheduled Flight Time(as published on the pilot's final Bid Award) or actual Block Flight Time for each flight segment, whichever is greater.

**3-B-2** A Pilot's block time, for the purposes of pay and credit, is calculated from Block-out Time to Block-in Time.

**3-B-3** Block-out Time occurs at the departure station when the Captain releases the parking brake and the cabin and cargo door(s) are closed.

**3-B-3-a** Block-in Time occurs at the arrival station, or at the departure station in the case of an attempt or return to field, when the parking brake is set and any cabin or a cargo door(s) is opened.

**3-B-4** In the event a codeshare partner alters the parameters described above, the Company and Association agree to meet and negotiate any necessary adjustments to these definitions (if any).

### **3-C Equipment Pay Protection**

**3-C-1** The Line Guarantee for pilots awarded a line of time, as defined in Section 2, will include applicable equipment rates as awarded on their final award, adjusted for any subsequent pilot-initiated schedule changes (swaps, trades, drops, adds, etc.).

**3-C-1-a** For example:, a pilot is awarded 35 hours of CR900 Aircraft flying and 50 hours of CR700 Aircraft flying. Only 20 hours are flown in the CR900 Aircraft due to equipment downgrades, cancellations, reassignments, or re-crews, etc. and all 50 hours are flown in the CR700 Aircraft. The pilot would still be paid 35 hours of pay at the applicable CR900 Aircraft pay rate in addition to the 50 hours at the applicable CR700 Aircraft rate.

**3-C-2** Pilots awarded a Reserve Line, as defined in Section 2, will be paid any applicable equipment rate for flights operated in larger-gauge equipment.

**3-C-2-a** For example, a reserve pilot flies 20 hours in the CR900 and

sits reserve for the rest of the bid period. This pilot will be paid 20 hours of CR900 pay and the remainder of his guarantee shall be paid as described in 3-I Below.

### **3-C-3 Scheduled vs. Actual Pay**

**3-C-3-a** Pilots awarded a Line of Time will be paid and credited as follows:

**3-C-3-a-(1)** Per flight segment in accordance with this agreement.

**3-C-3-a-(2)** Over block flying will be included in the pilot's regular flight credit for each leg flown. For each bid, the pilot's total credits (excluding; Junior Available Premium, Holiday Premium, etc.) will be compared to the line guarantee. Guarantee compensation hours will be paid at the pilot's applicable hourly rate.

**3-C-3-a-(3)** If a pilot's total actual flight time equals more than their line guarantee as defined in Section 4-A, the pilot will be paid accordingly.

Examples:

- A pilot is awarded an 80-hour line. Their total actual flight time for the month (as calculated on a flight segment basis) is 78 hours (comprised of 75 hours scheduled and 3 hours of over block). The pilot had 5 hours of cancellations. The pilot would be paid 80 hours for the month.
- A pilot is awarded an 80-hour line. Their total actual flight time for the month (as calculated on a flight segment basis) is 82 hours (comprised of 79 hours scheduled and 3 hours of over block). The pilot has 1 hour of flying dropped. The pilot would be paid 82 hours for the month.
- A pilot is awarded an 80-hour line. Their total actual flight time for the month (as calculated on a flight segment basis) is 63 hours (comprised of 60 hours scheduled and 3 hours over block). The pilot called in sick for a trip worth 20 hours and flew the rest of the month as scheduled. The pilot would be paid 83 hours for the month (assumes sufficient sick bank hours).

- A pilot is awarded an 80-hour line. The pilot calls in sick for a trip worth 20 hours. Their actual flight time for the month (as calculated on a flight segment basis) is 61 hours (comprised of 60 hours scheduled, 2 hours dropped and 3 hours over block). The pilot would be paid 81 hours for the month (assumes sufficient sick bank hours).

**a3-C-3-c** Pilots awarded a Reserve Line, as defined in Section 2, will be credited as follows:

**3-C-3-b-(1)** If a pilot's total pay exceeds their minimum guarantee as defined in Section 4-A, the pilot will be paid the higher amount.

Credit will include any of the following which is applicable:

- Vacation Credit
- Sick Credit
- Ready Reserve Credit
- Flight Credit
- Training Credit
- Deadhead Credit
- Association Credit
- Any other applicable credit

Examples (all reserve flying described below regards shifts assigned/awarded on scheduled duty days-i.e. not additional flying picked up on a day off).

- A reserve pilot accumulates 70 hours of flying/credit (comprised of 40 hours assigned scheduled flying and 30 hours of ready reserve) for a bid period and has 48 hours of actual flying (8 hours over assigned scheduled flying). This pilot will be paid 78 hours for the bid period.

- A reserve pilot accumulates 50 hours of flying/credit for a bid period. At the conclusion of the bid period, the pilot has 55 hours of actual flying (5 hours over assigned scheduled flying). This pilot will be paid the minimum guarantee for the period, 76 hours.
- A reserve pilot accumulates 78 hours of flying/credit for a bid period. At the conclusion of the bid period, the pilot has 80 hours of actual flying (2 hours over assigned scheduled flying). This pilot will be paid 80 hours for the bid period.

### **3-D Sick Call Pay Protection**

**3-D-1** All sick calls for pilots awarded a Line of Time will be credited at the applicable rate as awarded on the Final Bid Award. Pilots with an awarded Line of Time that do not have sufficient sick bank to cover a sick call will have their Line Guarantee pro-rated and adjusted accordingly.

**3-D-2** All sick calls for pilots awarded a Reserve Line, as defined in Section 2, will be credited 4 hours per day at their applicable hourly rate, even if a trip was assigned to them. Reserve pilots that do not have sufficient sick bank to cover a sick call will have their minimum guarantee adjusted accordingly.

**3-E** When a pilot is advanced from one pay step to the next, which occurs on the anniversary of their date of hire, they shall be paid their new rate from the beginning of the pay period nearest that date.

**3-F** When a pilot holding a First Officer bid is assigned to Captain's duties, such pilot will be paid for all trips flown as Captain at Captain rates.

**3-G** Pilots flying on Company holidays shall receive 1.5 times the applicable rates set forth above. Company holidays are:

- New Year's Day (Jan 1<sup>st</sup>)
- Labor Day
- Memorial Day
- Thanksgiving
- Independence Day (July 4<sup>th</sup>)
- Christmas (Dec. 25<sup>th</sup>)



### **3-H Cancellation Pay**

**3-H-1** Pilots will receive 100% cancellation pay.

**3-H-2** The credit value of a trip that carries-over into a subsequent month that cancels shall be credited toward the line guarantee in the subsequent month.

### **3-I Equipment Soft Time Pay Rate Guarantee**

**3-I-1** When the Company is operating variants of the same aircraft type (e.g., CR900 and CR700) at a single domicile, the following shall apply:

**3-I-2** The Company will create separate pairings/bid lines for each variant. The Company may create combined pairings/bid lines in lieu of separate pairings/bid lines only if that would result in higher productivity.

**3-I-3** If combined pairings/bid lines are created, the equipment/group that a pilot holds for purposes of determining the rate at which they will be paid for soft time will be determined by seniority based on the roster and fleet composition at his domicile. The Company will provide the Association with the data and Company calculations used to determine fleet composition and pilot count, rounded to the next highest whole pilot, for the upcoming quarter used to determine the number of pilots in each equipment/group.

**3-I-3-a** Example: If the active fleet composition at a domicile consists of 60% of aircraft type A and 40% of aircraft type B, the senior 60% of the pilots at the domicile will hold aircraft type A and the junior 40% of the pilots will hold aircraft type B.

**3-I-4** All soft time will be paid at the rate applicable to the equipment/group the pilot could hold.

**3-I-5** "Attempts" and "Diverted" flights will be paid on the basis of actual (block-to-block) flight time.

### **3-J Taxi Movement**

**3-J-1** A pilot will be credited the greater of 0.25 hours (00:15 minutes) or actual block time toward their line guarantee or minimum bid guarantee for each taxi movement or taxi movement and engine run-up when the movement does not involve flying. Total time required to perform the operation will be reported to Crew Scheduling by the Captain to ensure

duty limitations are tracked.

**3-J-1-a** This does not include an attempt or diverted flight.

**3-J-1-b** Taxi Movement assigned at any time during a pilot's trip footprint will not be considered a Reassignment or Junior Available Assignment and may be assigned to a reserve or line holder pilot at Company's discretion.

Example:

Pilot scheduled to fly DFW to ELP on day one and then fly ELP to DFW on day two.

Pilot flies from DFW to ELP and is then required to taxi the plane to a hangar for overnight storage or taxi and perform engine run-up.

No premium pay would be due and these hours would apply toward a pilot's guarantee.

**3-J-1-c** Notwithstanding the provisions of Section 3-H-1-b above, an assignment outside a pilot's trip footprint will first be assigned to a reserve, if available, and then to a line holder.

**3-J-1-d** Pilots will not be required to perform taxi movements after their originally scheduled footprint.

### **3-K Long Layover Pay Credit**

For a trip pairing that has a scheduled layover(s) longer than twenty-eight (28) hours, two (2) hours of pay credit shall be added to the trip pairing credit for each such layover.

### **3-L Premium Pay**

**3-L-1-a** Junior Available assignments (JA) segments will be paid at 200% of the pilot's applicable hourly rate for the equipment flown at the actual or Scheduled Flight Time, whichever is greater.

**3-L-1-b** All Premium pay is paid above the applicable guarantee.

### **3-M Pay Schedule**

**3-M-1** A pilot will be paid by direct deposit into an account for that pilot with

a financial institution(s) of the pilot's choice.

**3-M-2** The Company will make direct deposits on the first (1<sup>st</sup>) and the sixteenth (16<sup>th</sup>) day of each month. The 1<sup>st</sup> of the month payment will be 50% of credit at the pilot's current rate, based on the pilot's line guarantee after SAP. The 16<sup>th</sup> of the month payment will include all remaining pay due from the previous month and all per diem and expense allowances owed for the previous month.

**3-M-3** Should a payday fall on a Saturday, Sunday or a holiday, pay will be issued on the immediately preceding business day.

**3-N Minute to Decimal Conversion Chart**

1	0.02	16	0.27	31	0.52	46	0.77
2	0.03	17	0.28	32	0.53	47	0.78
3	0.05	18	0.30	33	0.55	48	0.80
4	0.07	19	0.32	34	0.57	49	0.82
5	0.08	20	0.33	35	0.58	50	0.83
6	0.10	21	0.35	36	0.60	51	0.85
7	0.12	22	0.37	37	0.62	52	0.87
8	0.13	23	0.38	38	0.63	53	0.88
9	0.15	24	0.40	39	0.65	54	0.90
10	0.17	25	0.42	40	0.67	55	0.92
11	0.18	26	0.43	41	0.68	56	0.93
12	0.20	27	0.45	42	0.70	57	0.95
13	0.22	28	0.47	43	0.72	58	0.97
14	0.23	29	0.48	44	0.73	59	0.98
15	0.25	30	0.50	45	0.75	60	1.00

**3-O Pilot Retention Bonus Program**

**3-O-1** When faced with a situation in which the Company believes pilot staffing warrants payment of retention bonuses to pilots, or modification of

an existing retention bonus program for pilots, the Company shall advise the Association of its intention of the institute or modify a pilot retention bonus program.

**3-O-2** The Company shall advise the Association of the details of the new or modified pilot retention bonus program, including the basis of the Company's belief that the program is necessary; the pilots to whom such bonuses will be paid; the amount of such bonuses; and the anticipated time frame within which the bonuses will be paid.

**3-O-3** The Company shall take the Association's input into account in structuring the pilot retention bonus program, and shall not adopt a new or modified pilot retention bonus program without the Association's input.

**3-O-4** Effective upon Date of Signing the Company may develop pilot retention bonus program that include:

**3-O-4-a** All First Officer or;

**3-O-4-b** All Captains or;

**3-O-4-c** All Captains and First Officers

**3-O-5** The Company may adjust a pilot's future pilot retention bonus program payments to take into consideration retention bonus program payments made prior to implementing the new program.

**3-O-6** The Company shall advise the Association when it plans to discontinue or suspend a pilot retention bonus program.

**3-O-7** In the event there is a dispute over the adoption of a new or modified pilot retention bonus program, the Mesa-ALPA System Board of Adjustment shall be the sole and executive forum to resolve any disputes over this section.

## Section 4 – Minimum Bid Guarantee

### 4-A Line Guarantee

**4-A-1** Passenger operations pilots shall be paid, at a minimum, the greater of the following:

**4-A-1-a** Pilots shall be credited flight time at the applicable rates with a minimum guarantee of seventy-six (76) hours per bid period; or,

**4-A-1-b** The pay credit for the Final Bid Award (Line Guarantee)

**4-A-1-c** **Cargo operations:** 737 pilots shall be paid, at a minimum, the greater of the following:

**4-A-1-d** 737 cargo aircraft pilots shall be credited flight time at the applicable rates with a minimum guarantee of sixty-five (65) hours per bid period, or

**4-A-1-e** The pay credit for the Final Bid Award (Line Guarantee)

### 4-B Line Guarantee Adjustment

**4-B-1** Line Holders will have the value of their line guarantee reduced by the value of all flight segments missed.

**4-B-2** Reserve Pilot's minimum guarantee will be reduced for any shifts or portions of shifts that the pilot is unavailable.

### 4-C Trip Trade Adjustment

Should a pilot engage in a trip trade that would cause their hours flown to drop below the minimum bid period guarantee, they shall either: (1) have their minimum bid period guarantee adjusted, or (2) pick up additional flying, if available, to bring their bid period hours up to or beyond the minimum bid period guarantee.

## Section 5 – Expenses

### 5-A Per-Diem

**5-A-1** When a Pilot, other than a new-hire Pilot in training until such new hire Pilot begins IOE, is away from their permanent domicile in connection with normal flight assignments (this will include ready reserve and scheduled training events), they shall receive a per hour expense allowance. Per-diem will be calculated as beginning when the Pilot is required to report for duty or when they actually report for duty, whichever is later, and ending when the Pilot is released from duty. For flight assignments this will occur at block in plus fifteen (15) minutes after the last assignment.

**5-A-2** The hourly rate will be prorated for fractions of an hour.

**5-A-3** When a Pilot incurs covered expenses other than during normal flight assignments, they will receive the hourly allowance shown in Section 5-A-4 for that period of time beginning when they depart their permanent domicile and ending when they arrive back at their permanent domicile and duty off.

### 5-A-4 Per Diem Amounts

**5-A-4-a** The per hour expense allowance as described herein shall be as follows:

DOS	DOS + 1	DOS + 2	DOS + 3
\$1.76	\$1.80	\$1.84	\$1.87

NOTE: In addition to the per diem above a \$40/month iPad reimbursement allowance will be given.

**5-A-4-b** This amount (excluding the iPad allowance) shall be increased on an annual basis by the Consumer Price Index, on the anniversary date of the execution of this agreement. The iPad allowance shall continue to be \$40/month (non-taxable)

## 5-B Lodging

**5-B-1** The Company will designate comfortable and adequate single occupancy, clean, and quiet rooms in a non-smoking hotel at all layover stations (including split duty), while a Pilot is in training, during new hire training, **Base Assisting** and on Temporary **Vacancy** assignments. The Company will pay the cost of such lodging.

**5-B-2** Pilots not on overnights with four (4) hours or more ground time between flights **due to scheduling or delays** will be furnished with single room hotel accommodations upon Pilot request.

**5-B-2-a** Example 1 -IAD line holding Pilot with scheduled ground time in IAD of 4 hours and 7 minutes would be provided a hotel room upon request.

6018 IAH 10:32 IAD 12:08  
6263 IAD 16:15 CLT 18:32

**5-B-2-b** Example 2 -PHX line holding Pilot with scheduled ground time in PHX of 3 hours and 48 minutes would not be provided a hotel room upon request (even if the inbound flight 6023 from MAF arrived 20 minutes early).

6023 MAF 10:32 PHX 12:08  
6257 PHX 15:56 FAT 17:32

**5-B-2-c** Example 3 -PHX line holding Pilot with scheduled ground time in PHX of 3 hours and 48 minutes would be provided a hotel room upon request because flight 6257 is known to be delayed for 1:00 hour. The ground time is now known to be 4 hours and 48 minutes upon arrival.

6023 MAF 10:32 PHX 12:08  
Scheduled 6257 PHX 15:56 FAT 17:32  
Delayed 6257 PHX 16:56 FAT 18:32

**5-B-2-d** Example 4 -IAH line holding Pilot with scheduled ground time in IAH of 3 hours and 48 minutes would not be provided a hotel room upon request because the delay occurred 2 hours into the scheduled ground time. When the delay posted, the known remaining ground time is now 2 hours and 48 minutes.

6023 MAF 10:32 IAH 12:08  
Scheduled 6344 IAH 15:56 OKC 17:32  
Delayed 6344 IAH 16:56 OKC 18:32

**5-B-3** A Pilot with a reserve period outside of their Domicile with ground time of four (4) hours or more will be provided with a hotel room.

**5-B-3-a** Example 1 – IAD based Pilot placed on reserve in DFW for 4 hours would be provided with a hotel room.

6018 IAD 10:32 DFW 12:08  
RSV DFW 12:23 DFW 16:30  
6263 DFW 17:15 IAD 21:32

**5-B-3-b** Example 2 – IAH based Pilot placed on reserve in IAD for less than 4 hours will not be provided with a hotel room.

6018 IAH 08:32 IAD 12:02  
RSV IAD 12:17 IAD 16:00  
6263 IAD 16:45 IAH 18:32

#### **5-B-4 Hotel List**

The Company and/or the selected third-party vendor will provide a complete and updated list of all contracted hotels and alternate hotels to the Association's Hotel Committee prior to the beginning of each month.

#### **5-B-5 Hotel Information**

So long as the Company contracts with a third-party vendor, it will maintain current information on each layover hotel with which it contracts. This information will include the hotel name, hotel phone number, transportation provider phone number if different from that of the hotel, distance to the airport from the hotel, availability of food and beverage discounts, availability of local shuttle transportation, local attractions/restaurants, and hotel amenities.



## **5-B-6 Hotel Selection**

**5-B-6-a** The Company will solicit and consider the Association's input on the list of hotels supplied by the chosen hotel vendor before any selection is made in each layover city. The Association's input will allow for recommendations on location, safety, and suitability from the perspective of the Association. The Company will also consider the Hotel Committee input into the final selection of properties for each layover city.

**5-B-6-b** Change Notification - As soon as the Company becomes aware that a change to a hotel or alternate hotel will occur, the Association's Hotel Committee will be notified.

**5-B-6-c** Company-paid flight pay loss and release from Company duty shall be provided to the Association's Hotel Committee Chairman or his designee in order to attend a scheduled quarterly meeting with the VP of Flight Operations, or a designee, on the selection or retention of hotel properties and other concerns of this nature.

**5-B-6-d** On-site Inspections - The Association's Hotel Committee will be invited to all on-site inspections. Accommodations will be provided when needed. Cost for the Hotel Committee accommodations, if necessary, shall be paid by the Association.

## **5-B-7 Hotel Criteria**

**5-B-7-a** When the Company or third-party vendor enters into a contract with a hotel to provide lodging to Pilots for their overnights (including split duty), overnights for training, new hire training, Base Assisting, and on Temporary Vacancy assignment, that contract will contain all of the following criteria:

**5-B-7-a-(1)** Rooms shall be immediately available upon crew arrival.

**5-B-7-a-(2)** If the primary property becomes unavailable or unsuitable for crew use, the crew will be moved to an alternate hotel.

- 5-B-7-a-(3)** Pilots will be assigned rooms higher than those on the first (ground) floor, unless no other rooms are available and affected crewmember has no objection to room location.
- 5-B-7-a-(4)** No elevator access from an underground garage or parking facility to guest rooms
- 5-B-7-a-(5)** Each guest room will have functioning door deadbolt or a lock/chain/bar and peepholes.
- 5-B-7-a-(6)** Each guest room and public areas will have sprinklers, fire and smoke detectors.
- 5-B-7-a-(7)** Fire escape locations, exit maps, and evacuation procedures posted in all guest rooms.
- 5-B-7-a-(8)** Well-maintained and certified elevators.
- 5-B-7-a-(9)** Safe, both in terms of locality and property itself. Safety will be determined by benchmarking against publicly available crime statistics.
- 5-B-7-a-(10)** Interior corridors leading to guest rooms. The Association's Hotel Committee may approve covered walkways between the hotel lobby and the rooms, if requested by the Company, on a case-by-case basis.
- 5-B-7-a-(11)** Each room will have functional black out curtains.
- 5-B-7-a-(12)** Pilots will be assigned hotel rooms with occupant-controlled functional quiet heating and/or air conditioning systems.
- 5-B-7-a-(13)** Quiet location with adequate soundproofing (e.g., away from elevators and vending areas) for Cargo Operations this will include rooms conducive to day rest,
- 5-B-7-a-(14)** Pilots will be provided with functioning in-room high speed wireless internet access at no charge to the crewmember.
- 5-B-7-a-(15)** Each room will have a clean and fully functioning iron and ironing board.

**5-B-7-a-(16)** Pilots will be assigned hotel rooms with working telephones including telephone service that allows Toll Free calls to SOC from Mexico.

**5-B-7-a-(17)** Each room will have adequate control of lighting.

**5-B-7-a-(18)** Crewmembers shall reconcile all personal incidental charges prior to check out. Crewmembers will not be required to leave a credit card upon check in, however, a hotel may restrict incidental charges without one.

**5-B-7-a-(19)** Crews shall have expedited crew check-in processes with secure crew sign-in sheet available to crews, in the van if possible.

**5-B-7-a-(20)** Access to food will be available 24 hours a day. There shall be at least one full-service restaurant. Any of the following arrangements will satisfy this requirement: On site 24-hour room service or restaurant availability, 24-hour transportation to a dining facility, a 24-hour full-service restaurant within reasonable safe walking distance of the hotel, or any other arrangement deemed appropriate by the Association's Hotel Committee.

**5-B-7-a-(21)** Pilots will not be assigned to rooms altered to accommodate disabled persons unless no other rooms are available.

**5-B-7-a-(22)** Unless prohibited by local ordinance, non-stop transportation between the hotel and the airport will be provided to Pilots.

**5-B-7-a-(23)** Reduced rate accommodations for personal travel easily accessible online on the selected Third-Party Vendors web resource as long as the Vendor provides this service at no or minimal cost.

## **5-B-8 Preferable Provisions**

**5-B-8-a** When the Company enters into any contract with a hotel to provide lodging to Pilots for their overnights (including split duty), overnights for training and on temporary duty

assignment, that hotel contract will preferably contain all or some of the following criteria:

- 5-B-8-a-(1)** A functioning safety lock box
- 5-B-8-a-(2)** Fitness center
- 5-B-8-a-(3)** Refrigerator available in each room.
- 5-B-8-a-(4)** Microwave available in each room or in a crew lounge.
- 5-B-8-a-(5)** Complimentary breakfast and/or “Grab-and-go” for early morning departures.
- 5-B-8-a-(6)** Crew discount on food and beverage if the hotel has a dining facility.
- 5-B-8-a-(7)** Complimentary local transportation to attractions within a reasonable distance mutually agreed upon with hotel.
- 5-B-8-a-(8)** Ability to accumulate rewards points and or night stay credits in specific hotel programs on all incidental charges.
- 5-B-8-a-(9)** Pet free hotel.

**5-B-9** The Company and the Association’s Hotel Committee may mutually agree to waive any of the requirements set forth in Sections 5-B-7 above and 5-B-8 above in order to secure a preferable hotel property.

## **5-B-10 Long Layover**

**5-B-10-a** For layovers of 20 hours or more, the Company or its third-party vendor will contract with hotels that not only meet the criteria in Section 5-B-7 above, but that are located in areas containing one or more amenities, or transportation to such amenities is provided. Examples of amenities would include shopping centers, theaters, multiple restaurants, recreational areas, or tourist attractions.

## **5-B-11 Exemptions**

### **5-B-11-a Irregular Operations (IROPS)**

**5-B-11-a-(1)** It is understood that the Company must occasionally house Pilots in non-contracted hotels due to unscheduled operations or uninhabitable conditions (e.g., IROPS, broken aircraft at an outstation, excessive noise, etc.).

**5-B-11-a-(2)** In order to house Pilots in these unscheduled situations, the Company must occasionally contract with hotels on a one-time, non-recurring basis. The Company will make reasonable efforts, given the time constraints, to use hotels that comply with this agreement.

**5-B-11-a-(3)** In these circumstances, the Company may be able to find available rooms at a hotel property with which it has a contract pursuant to this section, yet the only rooms available for the unscheduled flight crew may not comply entirely with the provisions set forth in Section 5-B-7 above.

### **5-B-11-b Current Hotels**

If, at the time of signing, the Company has binding contracts with hotels that are not compliant with the provisions of this Agreement, the provisions of this Agreement will apply to any renewal of such contracts and all subsequent hotel contracts.

### **5-B-11-c Vendor Change**

Should the Company contract with a different vendor, or elect to perform in-house hotel sourcing, it will comply with all the criteria set forth within this agreement.

## **5-B-12 Hotel Issue Resolution**

### **5-B-12-a Complaint System Access**

The Association's Hotel Committee shall be given administrator access to the third-party vendor's feedback website or other source of crew feedback, if applicable, to allow for tracking of issues and complaints.

### **5-B-12-b Crew Feedback**

Pilots whose accommodations do not meet the requirements set forth in Section 5-B-7 above shall notify the Company and the Association's Hotel Committee of the discrepancy through the third-party vendor feedback system, or other source of crew feedback, and it shall be promptly addressed in the hotel complaint process.

### **5-B-12-c Hotel Associated Fatigue Report**

If a crewmember files a "fatigue report" that is associated with conditions at a hotel, that crewmember shall also file a Hotel Complaint report. The Company and the Association's hotel committee shall discuss a solution to this issue when both parties agree the hotel conditions led to Pilot fatigue.

### **5-B-12-d Hotel Suitability Metrics**

**5-B-12-d-(1)** Hotel suitability will be determined using a metric of "complaints per room night" using the API MyCrewCare website or similar successor software/website. The Company and the Association's Hotel Committee will review all complaints and focus on the top five in the agreed upon ranking. On-site inspections will be arranged when needed or a replacement hotel will be sourced when both parties agree on such action.

**5-B-12-d-(2)** It is understood that hotel properties may occasionally fail to provide the service for which they have contracted (e.g., the criteria contained in Section 5-B-7 above). The normal resolution process for these infrequent and unpredictable discrepancies will be through the applicable Hotel Complaint Report System process.

## **5-C Transportation**

### **5-C-1 Transportation Parameters**

**5-C-1-a** All transportation will meet all safety regulations including working seatbelts for all crew members.

**5-C-1-b** If a hotel shuttle is not available, the hotel will provide alternative transportation via licensed taxi with enough seats to accommodate all crewmembers. Ridesharing services are not permitted unless they are obtained in accordance with 5-C-4 below.

**5-C-1-c** All transportation will have working air conditioning and heat.

## **5-C-2 Cargo Operations Only**

**5-C-2-a** Pilots will be provided transportation to and from the main terminal to the cargo operation facility for the purpose of commuting if not already provided by the airport.

## **5-C-3 Transportation Time Alteration**

**5-C-3-a** In order to obtain adequate rest, if the hotel provides "on demand" transportation to the airport the crew will coordinate to arrange transport. If the hotel provides scheduled transportation to the airport (e.g., departs every twenty minutes), Pilots will be permitted to select from the pre-set times of transportation from the hotel to the airport.

**5-C-3-b** Hotels that have alternative transportation may have set departure times for the crews. In this case, the crew members must contact Crew Scheduling if they need to adjust the departure time.

**5-C-3-c** If, in order to obtain adequate rest, the Pilot adjusts the time of transportation from the hotel to the airport, and that adjustment will result in the Pilot arriving at the gate after the scheduled show time, the Pilot will notify Crew Scheduling of the change.

**5-C-3-d** The Pilot may adjust the transportation departure time due to a delayed inbound arrival. The Pilot is responsible for ensuring they arrive at the gate with adequate time to perform their preflight duties.

## **5-C-4 Transportation Delay**

**5-C-4-a** When the on-demand or scheduled transportation to the hotel is not available within 45 minutes from block-in, the crew shall

notify Crew Scheduling by either e-mail or telephone of the delayed transportation.

**5-C-4-b** When the on-demand or scheduled transportation to the airport is not available and the Pilot believes it will contribute to an outbound flight delay, a crewmember shall notify Crew Scheduling by either e-mail or telephone.

**5-C-4-c** If delayed, one crewmember may secure a taxi and seek reimbursement. If the hotel does not directly reimburse the pilot or taxi operator, The pilot shall submit the taxi expense and appropriate receipts to their Chief Pilot. The intent of this Section is to provide one crewmember reimbursement per incident.



## **5-D Uniforms**

**5-D-1** The Company will furnish epaulets, metal insignia for uniform shirt, hat, and blazer or outerwear, at no cost to the Pilot. These items are to be returned to the Company upon termination of the Pilot's employment with the Company.

**5-D-2** The Company will pay one-half (1/2) of the Pilot's initial uniform cost for hat (if applicable), outerwear, blazer and two pair of pants and one-half (1/2) of the cost for replacement of such items based upon reasonable wear.

**5-D-3** Alterations or tailoring costs will be the responsibility of the pilot.

**5-D-4** The Pilot will be responsible for obtaining and maintaining other uniform items, including shirts, ties, socks and shoes.

**5-D-5** The Company or its third-party vendor(s) will establish and maintain a webpage to allow Pilots to order replacement items listed in 5-D-2 above and at the option of the Pilot, the Pilot's portion of the cost of the replacement items shall be payroll deducted, in equal portions, over a minimum of the next two (2) pay periods.

**5-D-5-a** Any website maintained by the company with links to its third-party vendors will be updated on a quarterly basis to ensure accuracy of information.

**5-D-5-b** Should the Company and/or its codeshare partners decide to make changes to the pilot uniform in any way resulting in the need to purchase pants, outerwear, hat (if applicable) and/or blazer by the employee, the company will provide one (1) pair of pants, outerwear, blazer and hat (if applicable) free of charge and pay for 50% of up to two (2) additional pairs of pants.

## **5-E Parking**

**5-E-1** At domiciles where free parking is not available the Company will pay for the cost of the parking.

### **5-E-2 Alternate Parking**

- 5-E-2-a** A Pilot may opt out of parking at their domicile and in lieu thereof, the Company will reimburse the Pilot for parking expenses at an airport of the Pilot's choice.
- 5-E-2-b** The monthly cost reimbursed for such alternate parking shall not exceed the average amount paid for parking at the Company's other domiciles not including domiciles where such parking is free.
- 5-E-2-c** The average amount of the parking reimbursement will be calculated annually on June 1 of each year. The reimbursement amount calculated shall be provided on the Employee Portal – Pilot Lounge.

## **5-F Moving Expenses**

**5-F-1** An eligible Pilot shall receive moving expenses (including shipping (excluding pack/unpack) and insurance) for household and personal goods based upon weight, not to exceed 9,000 pounds, from the previous domicile (provided such location is the Pilot's principal residence) to the new domicile, or the Pilot's principal residence to the new domicile, whichever is shorter. Moves under this section shall be coordinated through a Company approved moving vendor(s) and a designated Company representative.

**5-F-2** In lieu of the moving expense in 5-F-1 above, the Company will reimburse an eligible Pilot for the cost of a pre-approved self-move vehicle and associated expenses (fuel, boxes, packing supplies, hotel computed at one night for every 350 miles traveled up to three nights). Additionally, if a Pilot elects this option, they shall be eligible for a five hundred-dollar (\$500) allowance for incidentals. Moving expenses under this section shall be from the previous domicile (provided such location is the Pilot's principal residence) to the new domicile, or the Pilot's principal residence to the new domicile, whichever is shorter. Moves under this section will be coordinated through a Company approved self-move vendor.

**5-F-3** A Pilot who is willing to relocate to the CVG domicile (or any future domicile of the 737 cargo operation) shall receive moving expenses as if they were displaced in accordance with this section.

**5-F-4** Moving expenses as outlined in this subsection G shall only be compensated upon proof of moving expenses incurred in moving.

## **5-G Miscellaneous**

**5-G-1** The Company shall reimburse each Pilot for cost of passports, visas, inoculations and any airport or government charges, such as head tax, incurred in traveling on Company business.

**5-G-2** If a lease is broken as a result of an involuntary move to a new domicile, and a penalty (which can be documented) is incurred, the Company will pay the penalty not to exceed one (1) month's rent.

**5-G-3** Should the Company improve the moving allowance for any of the Company's employees, the Pilots will receive said moving allowance improvements.

**5-G-4** The Company will provide bottled water on all cargo flights on Company aircraft at the domicile.

**5-G-5**The Company shall provide access to and maintain the database for the Known Crew Member (KCM) service provided by the Transportation Security Administration or any replacement program at no cost to the Pilot.

## Section 6 – Deadheading

### 6-A Deadhead Pay

**6-A-1** When Pilots are required by the Company to Deadhead to or from any station, each Pilot will receive 62.5% of hourly flight pay at the applicable rate according to the status of the individual Pilot for the scheduled time (block-to-block) of such Deadhead. For the purposes of this Section, Deadhead time shall include surface or air transportation.

**6-A-1-a** Pilots traveling on a scheduled day off to or from a training facility will receive 62.5% of hourly flight pay at the applicable rate according to the status of the individual Pilot for the scheduled time (block-to-block) of such Deadhead regardless of whether the Company arrangements are used or the Pilot provides **their** own transportation.

**6-A-1-b** Pilots traveling on Company business (other than such traveling which directly supports revenue flying such as maintenance or crew positioning to or from a flight), will not receive Deadhead compensation.

**6-A-1-c** Pilots volunteering for obvious extra duty trips on their days off will not receive Deadhead compensation unless the Deadhead was originally scheduled (and flown) on the trip pairing.

**6-A-1-d** Should the last leg of a pairing be a Deadhead, a Pilot may opt out of said Deadhead without incurring any reduction in his pay guarantee.

**6-A-1-d-(1)** The Pilot shall call SOC and inform them prior to the departure of the Deadhead flight and the Pilots' duty off time shall be adjusted to the time of the call's completion.

### 6-B Deadhead Limitations

**6-B-1** It is the intent of the Company to Deadhead flight crew members only on certificated FAR 121 and FAR 135 air carriers and/or Company-owned aircraft, except where transportation by surface means is provided or otherwise authorized.

- 6-B-2** If Pilots are instructed to Deadhead on a non-scheduled FAR 135 air carrier or Part 91 Company-owned aircraft, such Pilots may refuse such instruction if they provide at the time of such refusal a valid and reasonable explanation of why that particular flight would be unsafe and further that they provide written confirmation of such explanation to the Company's Vice President of Flight Operations or designee officer within twenty-four (24) hours.
- 6-C** Pilots, when Deadheading under orders from the Company, shall receive when necessary on-line positive space passes or off-line travel authorization at no cost to such Pilot.
- 6-D** Time spent in transportation may not be considered as flight time for purposes of flight time limitations nor may that time be considered as crew rest for purposes of crew rest requirements.
- 6-E** Pilots traveling on Company business will be reimbursed for expenses in accordance with Section 5 of this Agreement.

## Section 7 – Vacations

### 7-A Vacation Accrual

**7-A-1** Pilots who have been in active service of the Company for any part of a calendar year shall become eligible to receive vacation in accordance with the following schedule:

<u>ACTIVE SERVICE</u>	<u>ANNUAL VACATION*</u>	<u>ACCRUAL RATE</u>
Before 2 years	1 week	1.75 hours per month
After 2 years	2 weeks	3.5 hours per month
After 5 years	3 weeks	5.25 hours per month
After 15 years	4 weeks	7.0 hours per month
After 20 years	5 weeks	8.75 hours per month

\* Annual vacation week(s) assumes full-time active status during the calendar year

**7-A-2** Vacation time is earned on a calendar year basis on December 31st of each year.

**7-A-3** A week of vacation represents twenty-one (21) hours credit. Each vacation day represents three (3) hours of credit.

**7-A-4** A pilot shall be entitled to bid all vacation accrued, and which would be accrued through the end of the year, assuming continuous service. In making this calculation, any fraction of a day shall be rounded up to the next highest whole number.

#### **7-A-4-a** Examples:

1) A new hire pilot who has worked for the Company for four cumulative months in the year they were hired would accrue 1.75 hours of vacation per month for that year, and thus would accrue a total of 7 hours of vacation ( $4 \times 1.75 = 7$  hours). This would allow the pilot to bid for 3 days of vacation ( $7 \div 3 = 2.33$  days) during annual vacation bidding.

2) A pilot with a July date of hire who worked for the Company the entire year and reached their third year of employment that July would accrue 1.75 hours of vacation per month through June and 3.5 hours of vacation per month from July through December, and thus would accrue a total of 31.5 hours of vacation ( $(6 \times 1.75) + (6 \times 3.5) = 31.5$  hours). This would allow the pilot to bid for 11 days of vacation ( $31.5 \div 3 = 10.5$  days).

3) An eight-year pilot with a July date of hire who was out of service on medical leave for two months during the year would accrue 5.25 hours of vacation per month for the 10 months of service, and thus accrue 52.5 hours of vacation ( $10 \times 5.25 = 52.5$  hours). This would allow the pilot to bid for 18 days of vacation ( $52.5 \div 3 = 17.5$  days).

**7-A-5** Non-active status will adjust longevity date in the accrual calculation.

**7-A-6** For the purposes of this section, 15 or more days of active service per month will constitute a full month of service.

## **7-B Vacation Pay**

**7-B-1** The pilot's pay statements will list the pilot's vacation balances.

**7-B-2** The pilot will only receive pay for actual hours accrued not vacation days awarded.

**7-B-2-a** In example 1 above, the pilot will be awarded 3 days of vacation but will only be paid for the 7 hours actually earned.

**7-B-2-b** In example 2 above, the pilot will be awarded 11 days of vacation but will only be paid 31.5 hours actually earned.

**7-B-2-c** In example 3 above, the pilot will be awarded 18 days of vacation but will only be paid the 17.5 hours actually earned.

**7-B-3** If a pilot works on a vacation day, the pilot will be compensated for the value of the work performed on that day in addition to any vacation pay due.

**7-B-4** Incentive Policy: Pilots will have the option to cash out up to (21) hours of vacation after their second full year of employment, if they have one (1) unexcused absence or less in the last calendar year.

**7-C** Vacations may not be carried over from year to year without Company approval.



## **7-D Vacation Bidding**

**7-D-1** No later than September 1<sup>st</sup> of each year the Company will publish a list in seniority order showing the projected number of vacation days that will be accrued by each pilot as of December 31<sup>st</sup>. This will represent what the pilot shall be entitled to bid in the ensuing calendar year.

**7-D-2** No later than September 15<sup>th</sup> of each year the Company will post a vacation bid package covering the ensuing calendar year. When the annual Vacation Bid is posted the company will post the number of blocks available for award in each bid status. The total number of blocks posted and available for bid in each status will be no less than the total amount of Vacation accrued annually by all pilots within that bid status. A minimum of 1 block will be posted and available for bid for each week in each bid status.

**7-D-3** A vacation week shall be from 0000 hours Monday through 2359 hours Sunday.

**7-D-4** The Company shall make vacation available for all (52) weeks of the year but reserves the right to limit available vacation slots to meet the needs of the service.

**7-D-5** The Company will allocate additional slots if needed to ensure all vacation time is assigned.

**7-D-6** Should the company add a new aircraft type, a vacation bid will be executed for that specific equipment. The bid will be awarded per seniority.

**7-D-7** Bidding will begin on October 1<sup>st</sup> and end on October 31<sup>st</sup>.

**7-D-8** Vacation shall be awarded per seniority order and will be posted by November 7<sup>th</sup>.

**7-D-9** The Company will assign any remaining vacation which has not been bid.

## **7-D-10 Vacation Audit Process**

**7-D-10-a** In order to correct discrepancies related to the vacation days forecasted in September and what the pilot may or may not have accrued during the last 4 months of the prior year, the Company will reconcile yearly vacation awarded to the pilot with what they earned for the applicable calendar year. This process will be completed each year by March 1. If there is a discrepancy the Company will contact the pilot via email and the following two provisions shall apply:

**7-D-10-a-(1)** ) If the pilot has earned the vacation required to cover all but 3 or less days of their awarded vacation they can elect to have the awarded time remain on their schedule, unpaid.

**7-D-10-a-(2)** If the unearned days are 4 or more, the Pilot will choose which unearned vacation days will be removed from their schedule.

## **7-E Ad Hoc Vacation Bidding**

**7-E-1** Vacation bids may be submitted on a bid-to-bid basis by 12:00 PHX time on the 30th day of the month two months in advance of the bid period in which the vacation will occur, and be awarded on a first come first served basis.

**7-E-1-a** e.g., July vacation must be bid on or prior to noon on the 30<sup>th</sup> day of May.

**7-E-2** Full (7 days) and partial weeks (4 to 6 days) are allowed.

**7-E-2-a** The dates entered for partial weeks cannot cause the vacation to overlap into the next vacation period. Though if available a pilot may submit two separate requests to allow the total period to be continuous.

**7-E-2-a-(1)** 6 days can only start on the 1<sup>st</sup> or 2<sup>nd</sup> day of the vacation period.

**7-E-2-a-(2)** 5 days can only start on the 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> day of the vacation period.

**7-E-2-a-(3)** 4 days can only start on the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, or 4<sup>th</sup> day of the vacation period.

**7-E-2-b** Any awarded partial week of vacation will remove those awarded days for that week from ad hoc bidding of available slots.

**7-E-3** Once adequate software support is in place, automated ad hoc or vacation trades will be permitted. Until that time, pilots may continue to engage in manual ad hoc transactions.

## **7-F Vacation Trades**

**7-F-1** Vacation trade bids must be submitted by 12:00 PHX Time on the 30th day of the month two months in advance of the bid period in which the vacation will occur. This will be done electronically using the appropriate program or alternate system.

**7-F-2** Preference as to the periods in which pilots shall be permitted to take their vacation shall be granted in the order of seniority within their equipment and seat.

**7-F-3** Pilots eligible for two (2) or more weeks of vacation will be entitled to split their vacation days into separate periods, provided that at least one such period must be for a full week.

**7-F-4** A pilot who takes any portion of his vacation in increments of less than a full week will be paid 3 hours for each day of vacation taken, and such hours will be deducted from his accrued vacation bank.

## **7-G Change of Seat or Equipment**

**7-G-1** Should a pilot change their seat or equipment, their vacation will be reassigned in the following order based on the needs of the service:

**7-G-1-a** Upon standing bid award or release from training, whichever occurs last, a pilot will retain their original vacation awarded week if it is available in the new seat or equipment.

**7-G-1-b** Pilot may bid any available week(s) or day(s) available in open time.

**7-G-1-c** If vacation is not bid or previously awarded, and no open vacation time is available in their new status and equipment, canceled vacations will be added to the pilot's vacation bank, or cashed out.

## **7-H Cancellation of Vacation**

**7-H-1** Once scheduled, vacation may be canceled by the Company only as the needs of the service require, e.g.:

**7-H-1-a** Assignment to a training class which covers the time in question.

**7-H-1-b** Change to another piece of equipment or another position, such as Captain versus First Officer if the applicable vacation roster is full during the period in question.

**7-H-1-c** Release of a pilot with a military obligation when notification is after the roster is full.

**7-H-1-d** Un-forecast expansion; however, if it becomes necessary to cancel vacations, volunteers will be solicited and awarded in seniority order. If there are insufficient volunteers, the remaining vacation cancellations will be made in reverse order of seniority. All awards and cancellations will be done by equipment, seat.

**7-H-1-e** If the pilot has consecutive scheduled weeks of vacation and the company cancels any of such weeks, the pilot may elect to have all such weeks cancelled.

**7-H-2** For instances as stated in 7-H-1 above, the Company will give at least four (4) weeks prior notice before canceling a vacation. For instances other than as stated in 7-H-1 above, which are beyond the control of the Company, the pilots' MEC Chairman will be given as much notice as possible before canceling a vacation. Such notice will be in writing.

**7-H-3** Canceled vacations will be rescheduled at a mutually agreeable time or at pilot discretion canceled vacation will be transferred to a pilot's vacation bank, or cashed out.

**7-H-4** If due to Company cancellation of a pilot's vacation, for reasons other than a voluntary training event, and the pilot suffers the loss of a non-refundable deposit, the pilot will be reimbursed by the Company for such loss upon documentation. Pilots will inform the Company at the time of cancellation of such commitments.

- 7-I** No pilot shall be required to keep the Company notified of their whereabouts while on vacation.
- 7-J** In the event a pilot is on vacation and is hospitalized in an inpatient status, they may elect to change the period in the hospital to sick leave rather than vacation. The Company may require written confirmation by the attending physician or hospital administration.
- 7-K** During the Pilot's FAA mandated retirement year, the pilot will have the option of not bidding vacation and being paid in a lump sum for accrued vacation upon retirement. The pilot electing this provision must inform the company of this election during the annual vacation bidding.
- 7-L** In the event of resignation, termination of employment or death, pilots or their designee shall be paid the value of any unused vacation accrued through the date of resignation, termination or death, but not received. If a pilot has a negative vacation balance at the time of resignation, termination or death, the balance shall be withheld from the pilot's final paycheck.
- 7-M** Pilots furloughed shall have the option of retaining their unused vacation or receiving payment for such earned vacation.

## Section 8 – Sick Leave

### 8-A Sick Leave Accrual Rates

Month(s) of Employment	Earned Sick Leave Per Bid (per year)
1st month thru 12th month	1.52 hours (18.24 hours per year)
13th month thru 60th month	2.17 hours (26.04 hour per year)
61st month and thereafter	3 hours (36 hours per year)

### 8-B Sick Leave Usage

**8-B-1** A pilot may use accrued sick leave when they are unable to report for duty because of illness, injury, or because the pilot fails to meet the medical standards established by the FAA.

**8-B-2** The pilot will immediately notify crew tracking when they know they will be unable to report for duty. Crew tracking will mark the pilot as SIC for the predicted time missed.

**8-B-3** When the pilot is fit for duty, they shall call crew tracking to get reinstated for the remainder of their assignment and the sick time will only be charged for the duties missed.

**8-B-3-a** If the pilot's flight segments have been assigned to a reserve pilot, the pilot will be returned to their trip as soon as practical.

**8-B-3-b** If the pilot's flight segments cannot be returned to them, the pilot will be assigned any available uncovered flying in accordance with section 13-M.

**8-B-3-c** Reserve pilots may be placed back on reserve status to be given an assignment in accordance with Section 13.

**8-B-4** The pilot shall receive full credited (scheduled) flight time (block hours) for each consecutive missed flight segment as a result of illness or injury until said pilot returns to flight duty or depletes their sick bank whichever occurs first.

**8-B-5** Reserve pilots who are unfit for duty as a result of illness or injury will receive four (4) hours of sick pay credit from the pilot's sick bank for each day of such illness or injury.

**8-B-6** Missed pay credit not earned, due to illness, injury or FRC (Fatigue Review Committee) substantiated fatigue call shall be deducted from the pilot's sick leave account.

**8-B-7** Once all sick leave is used, the pilot will receive a reduction in line guarantee by the amount of credit hours missed or, if the pilot is scheduled to be on reserve, 4 hours per day or portion thereof.

**8-B-8** In the event a pilot is eligible for Worker's Compensation benefits and there is a waiting period before benefits commence, the Company will pay sick leave during the waiting period, to the extent sick leave has been accrued.

**8-B-9** Should a pilot be removed from flight duty as a result of an FAA physical examination, they shall, from the date they are removed from flight status, receive any sick leave benefits accumulated under the provisions of this Agreement.

**8-B-10** The pilot's paycheck stub will reflect the balance of their current sick leave accrual.

**8-B-11** If a pilot is on sick leave as documented by a medical professional, at the time their vacation is due to be taken, their vacation may be rescheduled.

**8-B-12** Pilots who are furloughed or on leave of absence will retain, but not accrue sick leave.

## **8-C Proof of Illness**

**8-C-1** If the Company has reasonable cause to question whether an absence is related to a legitimate illness or injury, it may require a pilot to furnish a qualified medical professional's statement describing the illness or injury. This request will be made by the Chief Pilot, or designated Flight Operations management pilots.

This includes remote or virtual visits to medical professionals (e.g. Teledoc).

**8-D Attendance Incentive Program**

Pilots who have one (1) absence or less in a calendar quarter may cash-out up to nine (9) hours of sick leave.

**8-E Retirement Sick Leave Cash Out**

Upon retirement (age 65 or age 55 with 10 years of service), the Company will pay to the pilot any remaining sick leave balance in full at 100% of the pilot's hourly pay rate per section 3 provided that the pilot has perfect attendance for the last **ninety (90) days** prior to retirement.

**8-F Catastrophic Illness Protection**

In the event a Pilot suffers a serious illness requiring them to miss more than ninety (90) days of service, the Company, upon the ninety first (91) day or upon the exhaustion of accrued sick time, whichever occurs later, will begin to pay the Pilot their minimum bid guarantee until Long Term Disability (LTD) coverage begins. Upon the commencement of LTD, the Company's Catastrophic Illness Protection shall terminate. Benefits under this plan shall apply only to the affected pilot, and specifically excludes leave associated with illness of family members.

**Note: The pilot must specifically apply for LTD with the current insurance provider.**



## **Section 9 – Leaves of Absence**

### **9-A Personal Leave**

**9-A-1** At the discretion of the Company, a pilot may be granted a leave of absence without pay for a period not in excess of twelve (12) months. The pilot shall retain and shall continue to accrue seniority but not longevity, during such leave of absence, provided that during such period the pilot maintains their airline pilot's certificate or certificates required for their status. Such leave or leaves may be extended for additional periods of not to exceed twelve (12) months for each such leave when approved in writing by the Company.

**9-A-2** Upon expiration of a personal leave of absence in excess of ninety (90) days, the pilot will be offered the next available position, commensurate with their seniority and qualifications. Leaves of less than ninety (90) days duration or at the Company's option, the pilot will be restored to their former domicile and position upon their return.

### **9-B Medical Leave**

**9-B-1** A pilot who is unable to perform the duties to which they are assigned due to illness, injury or other medical conditions and who has exhausted their sick leave benefits will be granted a medical leave of absence upon proper documentation.

**9-B-2** Pilots who are on a medical leave of absence shall be able to use sick time to cover any lost time associated with the leave.

**9-B-3** A pilot on a medical leave of absence will retain their accrued longevity and accrued vacation time.

**9-B-4** Pilots on a medical leave of absence shall continue to accrue seniority.

**9-B-5** Pilots unable to work due to illness or injury covered by Worker's Compensation will continue to accrue longevity.

**9-B-6** A leave of absence for sickness or injury may not exceed a total continuous period of three (3) years unless extended by mutual consent of the Company and the Association.

**9-B-7** Upon expiration of a medical leave of absence in excess of ninety (90) days, a pilot will be offered the next available vacancy, commensurate with their seniority and qualifications. In the event said pilot chooses not to accept such vacancy or if no vacancy becomes available within forty-five (45) days after the pilot became available to return to duty, then the pilot may exercise their seniority to displace a line pilot at their domicile commensurate with their seniority and qualifications. If the pilot's seniority and qualifications do not permit them to displace any pilot at their domicile, then such pilot may displace into any line position in the system commensurate with their seniority and qualifications. Any right of displacement created herein must be exercised within seven (7) days of its accrual. Leaves of less than ninety (90) days duration or at the Company's option, the pilot will be restored to their former domicile and position upon their return.

**9-C Military Leave**

**9-C-1** A pilot will be granted leave for military service in accordance with applicable law. Military leave must be requested in writing to the Company no more than 48 hours after the pilot receives written orders for which the military leave is requested.

**9-C-2 Adjustments For Orders**

**9-C-2-a** Orders received by the Company before the 9th of the month prior to the bid period:

**9-C-2-a-(1)** Pilot will have "MIL" or other appropriate coding placed on their schedule which will prevent trips being awarded on those days.

**9-C-2-a-(2)** This will be counted as an absence when consulting the pro-rate table in Section 13-Q to determine the appropriate number of days off to be awarded by the software.

**9-C-2-b** Orders received by the Company after the 9th of the month prior to the bid period:

**9-C-2-b-(1)** The portions of a pilot's trip that need to be removed will cause a reduction in their minimum bid period guarantee or line guarantee for the portions of a trip that are removed.

**9-C-2-b-(2)** The reserve days that need to be removed will cause a reduction in their minimum bid period guarantee.

**9-C-2-b-(3)** The portions of a pilot's orders that are on their scheduled days off will not have his minimum bid period guarantee or line guarantee reduced for those days.

**9-D Maternity Leave**

- 9-D-1** Leave of absence due to pregnancy will be governed by applicable law.
- 9-D-2** Pilots on maternity leave will retain accrued longevity unused sick leave and vacation time.
- 9-D-3** Pilots on maternity leave will continue to accrue seniority.
- 9-D-4** Subject to Section 9-D-1 above, upon expiration of a maternity leave of absence in excess of ninety (90) days a pilot will be offered the next available vacancy, commensurate with their seniority and qualifications. In the event said pilot chooses not to accept such vacancy or if no vacancy becomes available within forty-five (45) days after the pilot became available to return to duty, then the pilot may exercise their seniority to displace a line pilot at their domicile commensurate with their seniority and qualifications. If the pilot's seniority and qualifications do not permit them to displace any pilot at their domicile, then such pilot may displace into any line position in the system commensurate with their seniority and qualifications. Any right of displacement created herein must be exercised within seven (7) days of its accrual. Leaves of less than ninety (90) days duration or at the Company's option, the pilot will be restored to their former domicile and position upon their return.

**9-E Association Leave**

- 9-E-1** Subject to the operational needs of the service pilots may be granted Association leave to participate in the activities of the Association upon the request of the Master Executive Council Chairman. This leave shall not exceed thirty (30) consecutive days in any calendar year unless agreed to by the Company.
- 9-E-2** Subject to the operational needs of the service, the Master Executive Council Chairman, is exempt from the thirty (30) day limit.
- 9-E-3** Any such leave shall be coordinated with the operational needs of the Company and request therefore must specify the length of such leave. Whenever possible, such requests shall be made and granted prior to the PBS bidding process in order to minimize disruptions to the company's operations.

- 9-E-4** Should any Mesa Air Group pilot be elected to a national office of the Association, they shall be granted a leave of absence to carry out the duties of that office, which leave shall not exceed the term of office and which may be renewed for a like period in the event of re-election. A pilot returning from such Association leave of absence will be offered the next available vacancy, commensurate with their seniority and qualifications. In the event said pilot chooses not to accept such vacancy or if no vacancy becomes available within forty five (45) days after the pilot became available to return to duty, then the pilot may exercise their seniority to displace a line pilot at their domicile commensurate with their seniority and qualifications. If the pilot's seniority and qualifications do not permit them to displace any pilot at their domicile, then such pilot may displace into any line position in the system commensurate with their seniority and qualifications. Any right of displacement created herein must be exercised within seven (7) days of its accrual.
- 9-E-5** A pilot on Association leave in excess of thirty (30) consecutive days shall retain accrued longevity and accrued Vacation time and continue to accrue seniority as if continuously employed but longevity shall not accrue.
- 9-E-6** The Company may allow longevity to continue to accrue for pilots on Association leave in excess of thirty (30) consecutive days on a case-by-case basis.
- 9-E-7** Pilots on Association Leave will continue to accrue seniority.
- 9-E-8** For the purpose of conducting ALPA business, the Company will arrange for time off and replacement of the pilot MEC Chairman and other designated Association members. The Company will be reimbursed by the Association for the wages of these pilots as follows: for each day of scheduled duty missed, the pilot's hourly rate plus a 19% premium to cover benefits times the scheduled hours dropped (for a reserve pilot, 4 hours). If it appears that the canceling of revenue flying will occur as a result of releasing pilots for contract negotiations or other ALPA business, the Company will contact the MEC Chairman or their designated representative to effect a mutually agreeable solution.
- 9-E-9** The Company will credit ALPA \$10,000 per month to be applied toward any amounts due to the Company from ALPA for Flight Pay Loss reimbursement for pilots released to perform authorized ALPA duties on behalf of the Association. Any unused money will be rolled over from month to month.

**9-F Bereavement Leave**

**9-F-1** The Company will grant up to seven (7) days leave of absence in the event of a death in the immediate family of the pilot. Such leaves will be treated as sick leaves, and any pay received will be deducted from the pilot's sick leave account.

**9-F-2** Qualifying family members shall include but not be limited to spouse, child, stepchild, grandchildren, parent, parent in-law, grandparent, **sibling**. Such leaves will be treated as sick leaves, and any pay received will be deducted from the pilot's sick leave account.

**9-G Jury Duty**

When a pilot is unable to fly the minimum guaranteed hours in a bid period because of jury duty and upon a showing of satisfactory evidence of the amount received for jury duty, the pilot will receive the pay hours in the trip or trips dropped for each day on jury duty in excess of five (5) days, less the amount received for jury duty. The value of a day for reserve pilots on jury duty will be four (4) hours. At pilot option the first five (5) days of jury duty may be treated as vacation days or sick leave.

**9-H Family Medical Leave Act (FMLA)**

A pilot will be eligible for FMLA in accordance with applicable law, which can be found on the Mesa Airlines Employee Portal - Pilot Lounge.

**9-I Return from Leave**

Except as provided in Section 9-A-2 above , a pilot on a leave of absence shall notify the Company of their intention to return to active duty not less than fourteen (14) days before the end of such leave.

## Section 10 – Physical Examinations

**10-A** The medical standards of a Pilot will be the standards established by the Federal Aviation Administration (FAA) including its waiver/exemption policy.

**10-B** The Pilot is responsible for getting a copy of their approved physical to Mesa Crew Qualifications by the 25th day of the month that the physical is required. If they are unable to meet this requirement, they must contact their chief Pilot.

**10-C** If the Company has reasonable cause to question whether a Pilot meets the required medical standards, it may require a Pilot to submit to a medical examination in addition to those required by the FAA. The examination may be by a Company designated medical examiner, and the Pilot will be furnished with a copy of the medical examiner's report. The cost of the Company-required examination shall be paid by the Company.

**10-C-1** This Pilot will be removed from flight status with pay. If the Pilot is found to meet the required medical standards, the Pilot will be returned to service as soon as practicable, and that Pilot will have no interruption in pay, longevity, and benefits. However, a Pilot who fails to attend the scheduled examination will be removed from pay status unless the Company has agreed in advance to a later date.

**10-C-2** Should the Company's medical examiner determine that the Pilot is unable to meet the required medical standards, the Pilot shall thereafter be entitled to use accrued sick leave. Should the Pilot thereafter dispute the findings of the Company's medical examiner, they may request a resolution under section 10-D below.

**10-D** If the Pilot disagrees with the findings of the FAA approved medical examiner, they may go to an FAA approved medical examiner of their choice at their own expense.

**10-D-1** The Pilot must schedule a second qualified medical examiner of their own choosing, within 7 days, and at their own expense to conduct a medical examination for the same purpose as the medical examination performed by the Company's medical examiner.

**10-D-2** A copy of the findings of the medical examiner chosen by the Pilot shall be furnished to the Company within 15 days, and in the event that the findings verify the findings of the medical examiner employed by the Company, no further medical review of the case shall be afforded.

**10-D-3** In the event that the findings of the second medical examiner chosen by the Pilot disagree with the findings of the medical examiner employed by the Company, the Company will, at the written request of the Pilot, given within 7 days of the disagreement, ask that the 2 medical examiners agree upon and appoint a third, qualified and disinterested medical examiner, preferably a specialist, for the purpose of making a further medical examination of the Pilot.

**10-D-4** The disinterested medical examiner shall, as soon as practicable, make a further examination of the Pilot in question and the case shall be settled on the basis of his findings. Copies of the medical examiner's report shall be furnished to the Company and to the Pilot as soon as practicable.

**10-D-5** The expense of employing the disinterested medical examiner and reasonable travel and lodging expenses of the Pilot directly related to the examination shall be borne one-half by the Pilot and one-half by the Company.

**10-D-6** If it is determined by the disinterested medical examiner that the Pilot met the required medical standards, the Pilot will be returned to service as soon as practicable and any sick leave credit used by the Pilot during the time the Pilot was removed from flying will be re-credited to the Pilot's sick leave account. In addition, the Pilot will be made whole for all losses of pay and benefits incurred as a result of being removed from flying until their return, and their record relating to the removal will be expunged, as permitted by law

**10-E** A Captain who is unable to maintain their first class physical but is able to maintain a second class physical may, at their option, continue in the service of the Company as a First Officer and be paid at applicable rates. A Captain who subsequently regains their first class medical will be reinstated as a Captain and offered the next available vacancy, commensurate with their seniority and qualifications. In the event said Pilot chooses not to accept such vacancy or if no vacancy becomes available within forty-five (45) days, then the Pilot may exercise their seniority to displace a line Pilot at their domicile commensurate with their seniority and qualifications. If the Pilot's seniority and qualifications do not permit them to displace any Pilot at their domicile, then such Pilot may displace into any line position in the system commensurate with their seniority and qualifications. Any right of displacement created herein must be exercised within seven (7) days of its accrual.

## **Section 11– Training**

### **11-A Training Program**

- 11-A-1** It is recognized and agreed that the Company will, consistent with the applicable FAR's, establish training requirements for flight deck crew members for initial, recurrent, upgrade and transition training. Such required training shall be provided by the Company.
- 11-A-2** There shall be a written training manual of study and training standards prepared by the Company which shall be uniform, outlined and made equally available to all Pilots at no cost to the Pilot.
- 11-A-3** The Company will supply each Pilot in training with a copy of training and check procedures to be accomplished.
- 11-A-4** The Company will provide ground training and flight training as outlined in the Flight Operations Training Manual (FOTM) or other Company FAA approved manuals or accepted FAA training outlines and/or materials.
- 11-A-5** Upon request, a Pilot taking flight/simulator training shall be shown a copy of the instructor's or check Pilot's report on their training.

### **11-B Eligibility, Notification and Scheduling**

- 11-B-1** Pilots will be eligible for training and promotion to positions covered by this Agreement in accordance with the Mesa Air Group System Seniority List and qualifications.
- 11-B-2** No Pilot will be assigned training on the Pilot's awarded day(s) off as shown in the Final Bid Award and after SAP has closed. This provision may be waived by the Pilot.
- 11-B-3** There shall be at least five (5) days advance notice prior to entering any training event. Pilots shall have the right to waive such notice. There is no required notification for standardization observations, line checks, or retraining or checking due to a Training Review Board (TRB) recommendation.
- 11-B-4** The Company shall email the Pilot their training logistics information which shall include class, hotel, and travel details.



**11-B-5** No Pilot in training will be required to be contactable by the Company on a scheduled day off via phone or e-mail regarding any flying duties (excluding flight duties related to training).

**11-B-6** Training will be scheduled for not more than six (6) consecutive days followed by **one calendar day free of duty.**

**11-B-7** Pilots shall not be required to attend training for more than ten (10) hours a day.

**11-B-8** No Pilot shall be scheduled for more than six (6) hours in a flight simulator in any calendar day. No flight simulator training shall last longer than two (2) consecutive hours **without an adequate break.** This limitation does not apply to LOFT (Line Oriented Flight Training)..

**11-B-9** The minimum required rest period in between scheduled simulator sessions shall be governed by FAR rest guidance but shall not be less than ten (10) hours commencing at the end of the sim session.

**11-B-10** As long as it does not interfere with the operational needs of the Company, a Pilot acceptable to and in the employ of the Company may without compensation, if requested by a Pilot trainee; observe a check ride **or audit any other training session.**

**11-B-11** Upon release from training (IOE release), a Pilot will be provided with three (3) of their minimum contractual days off. This provision may be extended by Pilot request with the agreement of the Company. This provision may be waived by the Pilot.

**11-B-12** Any one calendar day that contains a training or checking event (with the exception of standardization observations or line checks) shall be credited for the purposes of line construction in the PBS bidding software with 4 hours credit.

**11-B-13** A Pilot selected for upgrade, transition, initial equipment or recurrent training will not be assigned line duties during the training period unless waived by the Pilot.

## **11-C Pay for Training**

**11-C-1** Pilots assigned to training (except initial) will be credited with four (4) hours of applicable flight pay provided training is four (4) or more hours.

- 11-C-2** Training sessions (except initial) of less than four (4) hours will be credited with two (2) hours of applicable flight pay.
- 11-C-3** No training sessions will be credited with less than two (2) hours of applicable flight pay.
- 11-C-4** Pilots will not receive less than the minimum bid period guarantee as outlined in Section 4 of this Agreement as a result of being assigned to training.
- 11-C-5** On-line recurrent training scheduled for eight (8) hours will be paid at four (4) hours at the Pilots applicable hourly rate for each of the two (2) annual segments.

#### **11-D Training Expenses**

- 11-D-1** Expenses will be paid as set forth in Section 5 of this Agreement.
- 11-D-2** Pilots training away from their permanent Domicile shall receive transportation in accordance with Section 5 of this Agreement.
- 11-D-3** Pilots training away from their permanent Domicile will be provided lodging beginning when the Pilot is traveled to the training location until the Pilot is released back to line revenue flying and traveled back to their permanent Domicile. This lodging will comply with the provisions set forth in Section 5 of this agreement.
- 11-D-4** Pilots training in their Domicile will be provided lodging on request, IF that Pilot has a permanent residence greater than forty-five (45) miles (based on google maps) from the training facility. This provision does not apply to recurrent type training events.
- 11-D-5** If a Pilot is unable to continue training for medical, personal or other reason(s), which causes the Pilot to discontinue their training class, they will not be entitled to lodging from the time training is discontinued until such time that they are able to resume training in the next assigned class.

#### **11-E Captain Qualifications**

- 11-E-1** Minimum qualifications:
  - 11-E-1-a** At least two thousand five hundred (2,500) hours of Pilot-in-Command flight time including at least one thousand (1000)

hours of Pilot-in-Command time in multiengine airplanes. Fifty percent (50%) of a Pilot's Second-in-Command time accumulated in Mesa Air Group airplanes may be used to satisfy these requirements. As an alternative a Pilot who has been employed as a Pilot by Mesa Air Group for one (1) calendar year and successfully passed at least one (1) initial flight check and one (1) AQP or recurrent flight check would be qualified to upgrade to Captain, provided they have at least two thousand five hundred (2,500) hours of total flight time, and one thousand (1000) hours of flight time in multi-engine airplanes;

**11-E-1-b** An Airline Transport Pilot Certificate with a Multi-engine Land class rating or A.T.P. written exam;

**11-E-1-c** Current First Class medical;

**11-E-1-d** Must meet all federal regulatory requirements;

**11-E-1-e** Written recommendations from at least two (2) Captains with whom the Pilot has flown in the preceding six (6) months. This provision shall not apply to a Pilot who has previously held a Captain position with Mesa Air Group and has been downgraded (not discipline related);

**11-E-1-f** Satisfactory fulfillment of responsibilities, as determined by the Mesa Chief Pilot of record upon review of the Pilot's employment history. Should the Chief Pilot determine that the First Officer has not fulfilled the responsibilities required to upgrade; the Chief Pilot will immediately notify the Pilot in writing, prescribed herein; The First Officer may then request a meeting with the Chief Pilot of record for a thorough debriefing regarding the reason(s) for the denial. The Pilot may bring Association representation to said meeting.

**11-E-2** The non-regulatory provisions of 11-E-1 above, may be waived at the discretion of the Company as long as the requirements of 11-B-1 above, of this Section are met.

## **11-F Proficiency Checking and Proficiency Training**

**11-F-1** Pilots shall take all required proficiency checks, line checks, and proficiency training events.,. All checking and training shall be given by an authorized Company representative.

**11-F-2** No maneuvers will be required during proficiency checks other than those included in the then current Flight Operations Training Manual (FOTM) or other Company FAA approved manuals or accepted FAA training outlines and/or materials.

**11-F-3A** pilot undergoing training or proficiency checks on his second attempt (as defined in Sections 11-G-2 and 11-H-3 of this Section) may, at his option, be assigned another instructor or check airman, when available, from pilots so designated.

## **11-G Training Review Board (TRB)**

**11-G-1** The TRB shall consist of the Pilot, the Chief Instructor (or designee), the Chief Pilot (or designee), and the Associations designated Safety Committee Representative.

**11-G-1-a** The TRB process is not applicable to Pilots during their Probationary Period. Probationary Pilots have the right to address any training issues with the Chief Instructor or Chief Pilot at their discretion. Probationary Pilots also reserve the right to contact the Association for assistance in resolving any training issues.

**11-G-1-b** The TRB is applicable to all non-Probationary Pilots on the Mesa Seniority List who are engaged in Requalification, Recurrent, Transition, Initial Equipment or Upgrade training categories.

**11-G-1-c** The TRB will discuss the Pilots performance and any circumstances relevant to the failures and recommend a course of action.

**11-G-1-d** The TRB will provide their recommendations to the Chief Pilot who will make a decision based on these recommendations.

**11-G-1-e** If the Pilot disagrees with the Company's decision the Pilot may appeal to the Vice President of Operations or their designee. This designee must not have been a party in the initial decision above.

**11-G-2** Should a Pilot fail any syllabi training or checking event, the Pilot will receive additional training (at least 2 hours minimum) within five (5) days in the areas in which they failed to demonstrate acceptable proficiency. The Pilot shall then be given an additional attempt at the event within three (3) days of the remedial training event. Should the Pilot fail this second attempt at the event, the Pilot will meet with the Training Review Board (TRB) within five (5) business days.

**11-G-2-a** The three (3) day provision for training or rechecking may be extended provided the Pilot receives a “warm up” simulator session of at least two (2) hours immediately prior to the training or checking event.

**11-G-3** Should a Pilot fail the same event twice or a combination of any two events (training or checking) within the same syllabus the Pilot will meet with the Training Review Board (TRB) within five (5) business days.

Example: Pilot fails simulator lesson 1 and then later on, fails simulator lesson 7.

Example: Pilot fails a Line Check and then later on, pilot is unable to train to proficiency during remedial training.

Example: Pilot fails simulator lesson 3 and then later on, fails simulator check ride.

Example: Pilot fails an Oral and then later on, fails simulator lesson 6.

## **11-H Withdrawal from Upgrade or Transition Training**

**11-H-1** A Pilot who withdraws voluntarily from training or who fails to meet minimum standards may return to their former status and equipment provided they still meet those qualifications and may be subject to successful completion of re-qualification training. Such Pilot will not be allowed to bid another upgrade or transition opportunity for a period of six (6) months unless waived by the Company.

**11-H-2** A Pilot who successfully passes the ground training, but who fails a checking/training event may, at their option, withdraw from training or receive additional training as determined appropriate by the Company followed by a second checking/training event. In the event of a failure of the second checking/training event, the provisions of Section 11-H-1 shall then apply.

**11-H-3** Pilots re-entering the upgrade or transition program the second time after failing to complete the training for any reason must successfully complete the Company’s training program. Should the Pilot fail to do so, further action will be at the Company’s discretion.

## **11-I Training Agreement**

- 11-I-1** Pilots with less than four (4) years longevity may be required to execute training agreements for their initial, upgrade or transition training. The Company will provide the Pilot with a copy of the signed training agreement.
- 11-I-1-a** When a Pilot is accepted for training for upgrade or transition and executes the applicable training agreement, any prior training agreement will be deemed satisfied and canceled.
- 11-I-1-b** A Pilot who is involuntarily required to transition from equipment to which they are assigned (such as when the Company substitutes one type of equipment for another) will not be required to execute a new training agreement for the new equipment. However, they shall remain obligated to any remaining term on an existing agreement.
- 11-I-1-c** For the purpose of 11-I-1 above, initial does not include same equipment type when transferring FAA Operating Certificates.
- 11-I-1-d** The monetary value of such training agreement will be subject to straight line amortization beginning from the date of successful completion of the check ride.
- 11-I-1-e** The monetary balance of any training agreement shall be reduced by fifty percent (50%) provided the Pilot gives the Company forty-five (45) days notice prior to resignation.
- 11-I-1-f** In the event a Pilot is furloughed with a balance remaining on their training agreement, the remaining balance shall continue to decrease during the period of furlough using straight line amortization.
- 11-I-1-g** The initial monetary value of training agreements shall be **\$18,000**. The monetary value of training agreements shall be increased annually by the amount of the CPI.

## Section 12 – Hours of Service

### 12-A Bid Periods

**12-A-1** Each calendar year shall be divided into 12 bid periods. The bid periods are as follows:

Bid Period	Dates	# of Days
January	Jan 1-30	30
February	Jan 31-Mar 1	30 (31)
March	Mar 2-31	30
April	April 1 -30	30
May	May 1-31	31
June	June 1-30	30
July	July 1 -31	31
August	Aug 1-31	31
September	Sep 1-30	30
October	Oct 1-31	31
November	Nov 1-30	30
December	Dec 1 -31	31

### 12-B Days Off – Passenger Operations

**12-B-1** The minimum monthly days off for Regular line holders will be eleven (11) days in a month.

**12-B-2** The minimum monthly days off for Reserve line holders will be eleven (11) days in a month.

### 12-C Days Off – Cargo Operations

**12-C-1** The minimum monthly days off for Regular line holders will be thirteen (13) days in a month.

**12-C-2** The minimum monthly days off for Reserve line holders will be thirteen (13) days in a month.

### 12-D Rest Requirements

**12-D-1** A Pilot's duty free rest period will in all instances be in compliance with the Federal Aviation Regulations which pertain to rest periods.

**12-D-2** A Pilot while on a scheduled rest break may have their rest break reduced down to, but not less than the legal rest period. Once a

Pilot has been released from duty for their rest period, only at their option may the Pilot be recalled to duty during their rest period.



## **Section 6 – Scheduling**

### **13-A General**

**13-A-1** The Company may reserve up to 5% of all known flying for consolidation. Such flying shall not be considered Uncovered Flying or open flying

**13-A-2** A pilot may designate, and be awarded up to three (3) days off as inviolate (Golden Day).

### **13-A-3 Critical Flying**

**13-A-3-a** The company may offer incentives for certain trips.

**13-A-3-b** Critical flying will be identified as any flying which will be subject to premium pay.

**13-A-3-c** The Company will announce critical days or trips via the Company email system. Critical flying days or trips will be posted in open time and awarded to eligible pilots on a first come first serve bases.

**13-A-4** The Company shall make available a passive information retrieval system by which a flight crew member may readily obtain information on the status of his flight.

**13-A-5** A pilot who is unable to report for duty will notify the Company as soon as possible.

**13-A-6** The Company shall notify a pilot and a pilot shall notify the Company as soon as either party notices possible FAR conflicts within the pilot's schedule. The pilot and the company bear joint responsibility.

**13-A-7** The Company's Director of Scheduling or his designee and the Association's Scheduling Committee Chairman or his designee shall meet when necessary to discuss the scheduling concerns of either party.

**13-A-8** The Company shall provide a toll free telephone number from all stations served by the Company for pilots to contact crew scheduling.

**13-A-9** Split Duty Pairing (SDP). Under no circumstances will a pilot be reassigned during a SDP unless the reassignment is to another SDP. Should the reassignment fall outside of the original pairing footprint, the segment that operates outside of the original footprint shall be considered a Junior Available assignment, and will be subject to premium pay.

**13-A-10 Cancellation & Delay Notification**

**13-A-10-a** When the Company knows that a flight will be delayed for sixty (60) minutes or more, or that a flight will be cancelled (and will not be substituted with other equipment or a spare aircraft in order to operate the flight within sixty (60) minutes of the original scheduled departure time) the Company will notify the crewmembers by the means specified below.

**13-A-10-b** Prior to reporting for duty, the Company will send an email notification to the Crewmember's Company email address describing the delay or cancellation and an updated show time, which will not be earlier than originally scheduled, and the updated departure time. This will not alter the pilot's flight duty period start time. Crewmembers shall not be required to respond to such email.

**13-A-10-c** After a crewmember reports for duty, crew tracking will notify the crewmembers directly or, if unable, leave a message with the crewmember's primary contact number. The crewmember will have the option of "Self Notifying" via Company's system interface.

**13-A-10-d** The e-mail form of notification shall be used only to notify pilots of a known delay/cancellation and shall not be used for notifying pilot of other requirements (i.e., down line schedule modifications, junior available assignments, etc.)

**13-A-10-e** If the Company fails to notify a pilot of a known delay in accordance with section 13-A-10, any remedy for such failure shall be determined in good faith on a case-by-case basis.

**13-B Preferential Bidding System (PBS)**

**13-B-1** The Company will utilize and maintain a Preferential Bidding System (PBS), which meets the requirements of this section and any other sections herein.

- 13-B-2** It is the responsibility of the Company with input from the Association to prepare and publish the pairings to be bid on by the pilots.
- 13-B-3** A pilot must bid on an approved format submitted to crew planning/scheduling. A pilot will use the electronic bid system set up by the Company unless an alternative method has been approved by the Company and the Association.
- 13-B-4** The Company will provide an electronic means available to all pilots to access and use the PBS.
- 13-B-5** The PBS will be made electronically available via a home access computer system and the Company computer terminals located in each domicile on or before the date of the bidding process commences.
- 13-B-6** Any active bidder failing to make a bid or failing to meet the deadline will be awarded pairings or reserve days per the pilot's PBS default bid. If no default bid exists, award(s) will be made by PBS.
- 13-B-7** The PBS will generate, and provide each pilot a unique receipt for each bid supplied by the pilot.
- 13-B-8** All eligible pilots may bid for schedules based upon their specific equipment, domicile and position. All bids shall be awarded in accordance with seniority. Final PBS awards will be published and made available to all eligible bidders electronically.
- 13-B-9** No changes shall be made to a pilot's schedule once the final PBS awards are published, except to correct errors related to seniority, software problems and/ or assure compliance with the FAR's and this Agreement.
- 13-B-10** Two designated members of the Association's Scheduling Committee shall be released through planned absences when possible to participate in the construction, and review and approval phases of the pairing and line building process at no cost to the company. These two pilots shall have access to all aspects of the PBS software.

**13-B-11** Should the PBS vendor provide training to the company for, but not limited to, software upgrades, updates, etc., the designated members of the Association shall be invited to attend, and released through either planned absences or trip-drop at the Association's cost.

**13-B-12 Eligibility to bid**

**13-B-12-a** A pilot will bid in his specific equipment, position and domicile as indicated on the bid eligibility list.

**13-B-12-b** A pilot who will begin a known training event, e.g. attending initial, transition, or upgrade training (from the beginning of ground school to completion of IOE) during the bid period will bid a schedule for the month for that portion which the pilot will be available.

**13-B-12-c** A pilot, upon becoming available for work after the bidding process, will be assigned pairing(s) from uncovered flying or assigned reserve day(s) or a combination of both at company discretion.

**13-B-12-d** Pilots may become eligible to bid during the PBS process at company discretion.

**13-B-12-e Bidding Timeline:**

**13-B-12-e-(1)** If it appears that a deadline specified below might not be met, a communication via e-mail will be sent by the Director of Crew Scheduling or designee to all pilots notifying them of the delay.

**13-B-12-e-(2)** The MEC Chairman will be notified telephonically as well as via email.

**13-B-12-e-(3)** The appropriate bidding or modification window will be extended by as many hours or portions thereof that the Company is late past the deadline, unless mutually agreed otherwise.

**13-B-12-e-(4)** The Company shall make all reasonable efforts to comply with the deadlines specified below.

<b>FUNCTION</b>	<b>DAY/TIME</b>
Vacation Trades Deadline for the Bid Period	<b>1200 PHX -30th</b> day of the month (2 months prior to bid period).
Uncovered flying / Pairing Trades Closed**	<b>1200 PHX -13th</b> day of the month prior to the bid period.
Uncovered flying / Pairing Trades Re-Open **	<b>1200 PHX -19th</b> day of the month prior to the bid period.
TDY Bid Opens	<b>1200 PHX -4th</b> day of the month prior to the bid period.
TDY Bid Closes	<b>1200 PHX -6th</b> day of the month prior to the bid period.
TDY Bid Awarded/Published	<b>1200 PHX -8th</b> day of the month prior to the bid period.
Training Bid Opens	<b>1200 PHX -1st</b> day of the month prior to the bid period.
Training Bid Closes	<b>1200 PHX -4th</b> day of the month prior to the bid period.
Training Bid Awarded/Published	<b>1200 PHX -6th</b> day of the month prior to the bid period.
PBS Bid Opens	<b>1200 PHX -10th</b> day of the month prior to the bid period.
Hotel List Publication	<b>1200 PHX -12th</b> day of the month prior to the bid period.
PBS Bid Closes	<b>1200 PHX -14th</b> day of the month prior to the bid period.
PBS Awarded/published	<b>1200 PHX -19th</b> day of the month prior to the bid period.
SAP/Reserve (Window, Ready) Bidding/Build up Request Opens	<b>1200 PHX -20th</b> day of the month prior to the bid period.
SAP/Reserve (Window, Ready) Bidding/Build-up Request Closes	<b>1200 PHX -22nd</b> day of the month prior to the bid period.
Build Up Line Award	<b>1200 PHX -24th</b> day of the month prior to the bid period.
Final Adjusted Bid Awards Published	<b>1200 PHX -24th</b> day of the month prior to the bid period.
Golden Day Bid Opens	<b>1200 PHX -24th</b> day of the month prior to the bid period.
Golden Day Bid Closes	<b>1200 PHX -25th</b> day of the month prior to the bid period.
Golden Day Awards	<b>1200 PHX -26th</b> day of the month prior to the bid period.

\* This timeline may be adjusted by mutual agreement between the Company and the Association

\*\* For pairings touching day 24 & beyond of the month prior to the bid period.

## **13-C Bidding for Training**

- 13-C-1** The Company will provide domicile specific training slots including dates and location.
- 13-C-2** A training event shall be awarded in accordance with the pilot's seniority within the training event currency hierarchy of early month, base month and grace month.
- 13-C-3** The awarded training event will be incorporated into the pilot's schedule prior to PBS bidding.
- 13-C-4** The Company will place information relating to pilot training requirements (i.e. due date) on the Pilot Lounge section of the Company's website. This posting is for informational purposes only and does not relieve pilot of the obligation to track his training requirements.
- 13-C-5** Pilots that are in their early bidding period are encouraged to submit a bid, but are not required to do so. A pilot in his early grace month will be allowed to submit a partial bid and is not required to bid all available slots. A pilot in his early grace month should be aware that he may be required to fill an open training slot and should bid accordingly. Pilots in their early month will be awarded training slots last, considering training availability and needs of service.
- 13-C-6** In the event a training or simulator slot remains or becomes "open" after all pilots who have submitted a bid have been awarded a training slot, the Company may assign a pilot to fill such slot in the following order:
  - 13-C-6-a** Pilots in their late grace month, in reverse seniority order; then
  - 13-C-6-b** Pilots in their base month, in reverse seniority order; then
  - 13-C-6-c** Pilots in their early grace month, in reverse seniority order
- 13-C-7** A pilot that is eligible to bid for a training event and will not have the opportunity to bid during the prescribed timeline will contact the Company prior to the bidding window to coordinate arrangements for bidding.
- 13-C-8** Awarded training events may only be moved or changed after the initial PBS Bid Award with the consent of the affected pilot.

**13-C-9** An entire on-site AQP Training cycle may be canceled only after the final bid award:

**13-C-9-a** For a line holding pilot: if the entire on-site training cycle cancels at least 24 hours before the training cycle or travel to the training cycle begins, the pilot can be reassigned open flying or released and pay protected per this agreement.

**13-C-9-b** For a reserve pilot: if an entire on-site training cycle cancels at least 24 hours before the training cycle or travel to the training cycle begins; the pilot can be placed on reserve per this agreement.

**13-C-9-c** If an entire on-site training cycle cancels less than 24 hours before the training cycle or travel to the training cycle, whichever occurs first, the pilot will be traveled to his domicile and given required rest before being assigned flying if he is a line holding pilot or placed on reserve if he is a reserve pilot. The pilot may at company discretion be released and pay protected per this agreement for the event.

**13-C-10** If a portion of the on-site training cycle cancels, the company may reschedule the event(s) within the pilots awarded AQP training footprint at their discretion. If the rescheduled event takes the pilot outside the awarded AQP training footprint, the training cycle will be rescheduled by mutual consent.

**13-C-11** Travel to training will be assigned by the company to all eligible pilots with an awarded training event. A pilot who is assigned travel will have the ability to cancel the travel for a training event no less than 5 days prior to the event. If a pilot fails to notify the Company that they do not need the provided travel the pilot will be responsible for any associated fees the Company incurs with all necessary documentation by the Company via payroll deduction.

## **13-D Pairing/ Line Construction**

- 13-D-1** The primary objectives for the construction of pairings and lines shall be to:
- 13-D-1-a** Maximize safety;
  - 13-D-1-b** Minimize cost to the Company and its code share partners and;
  - 13-D-1-c** Maximize the productivity of the pilots.
- 13-D-2** The underlying objectives for the construction of pairings and lines shall be to:
- 13-D-2-a** Maximize the pilot's flight time during a given duty period.
  - 13-D-2-b** Minimize fatigue and health issues.
  - 13-D-2-c** Ensure the Company's ability to carry out the marketing schedule while maintaining on time performance and schedule completion.
  - 13-D-2-d** Ensure that the amount of uncovered flying is kept to a minimum.
  - 13-D-2-e** Ensure stability and continuity from one bid period to the next.
- 13-D-3** Additionally, all pairings used for the scheduling or assignment of pilots will comply with all other applicable provisions of this Agreement and the FAR's.
- 13-D-4** The Company will provide access for the Association to the pairing optimization software that is used to construct the pairings, without any limitations provided it does not cause usage disruptions at no cost to the company.
- 13-D-5** The Company shall not modify pairings for the month to be bid upon once PBS bidding opens until the final bid awards have been published.
- 13-D-6** The equipment specific bid information for each domicile will contain the following information about all known flying arranged in pairings including:



- 13-D-6-a** Report and release times.
- 13-D-6-b** Pairing number
- 13-D-6-c** Flight numbers
- 13-D-6-d** Block and credit time of each segment
- 13-D-6-e** Block and credit time of the pairing
- 13-D-6-f** Duty time
- 13-D-6-g** Ground time
- 13-D-6-h** Deadhead time
- 13-D-6-i** Originating, intermediate, and terminating station.
- 13-D-6-j** RON information, including hotel information, ground transportation, etc. when known at Bid publication.
- 13-D-6-k** Minimum required rest.
- 13-D-6-l** Pairing time (time away from base, or TAFB)
- 13-D-6-m** Aircraft type (and variant if applicable) for each segment of the pairings.
- 13-D-7** Information relevant to bidding that is available on the Company website will include:
  - 13-D-7-a** A list of pilots eligible to bid in each domicile (Bid Eligibility List).
  - 13-D-7-b** The Finalized Bid Eligibility List (Roster) will be published with the bidding information at 1200 PHX on the 13<sup>th</sup> day of the month. The Finalized Bid Eligibility List will be posted on the crew Pilot Lounge area of the Company's website.
  - 13-D-7-c** Awarded or assigned known temporary vacancies.
  - 13-D-7-d** Reserve callout periods.
  - 13-D-7-e** Known training assignments including applicable pay and virtual credit.

- 13-D-7-f** All awarded vacation time and applicable pay and virtual credits (Pilots will have to pick up open vacation time at least 2 bid periods in advance).
- 13-D-7-g** A list of Check Airman that are planned to be conducting IOE during the bid period.
- 13-D-8** When an error or violation is found that would affect a PBS award, the Company will reissue the affected bid information, if necessary and may adjust the time and dates for bidding, awarding, review and distribution required for the correction upon coordination with the Association's Scheduling Committee.
- 13-D-9** The Company will apply any known absence(s) to a pilot's schedule. The virtual credit value of the known absence(s) will be reflected in the total value of the line for purposes of the line building parameters.
- 13-D-10** A virtual credit of 4 hours per day will be applied to all training or checking events prior to the close of the bid.
- 13-D-11** A credit of 3 hours per day (21 hours per week) will be applied to all vacation prior to the close of the bid.
- 13-D-12** When awarded in a line, recurrent ground training, recurrent check rides, or any Company business (including travel) will not reduce a pilot's days off to less than the scheduled minimum as set forth in Section 12 (Hours of Service) of this Agreement.
- 13-D-13** A pilot who is unavailable for a portion of the bid period will have the minimum days off prorated for the portion of the month the pilot is available (See Pro Rate table at the end of this Section).
- 13-D-14** Each eligible pilot's schedule will be constructed by the Company utilizing PBS and will be a regular line or a reserve line. Regular lines and reserve lines will be awarded or assigned in accordance with a pilot's seniority and this Agreement.

- 13-D-15** PBS will construct as many regular lines as efficiently practicable containing no less than the minimum days off in domicile as provided for in Section 12 (Hours of Service) of this Agreement. In the interest of maintaining operational efficiency, while ensuring the interests of the pilots, monthly parameters may be changed to optimize schedules on a bid by bid basis. Once the maximum and minimum range values of the bid windows are published for the current bid period, the PBS bidding window size may be increased by no more than 2 hours without the approval of the Association's Scheduling Committee. All other changes to maximum and minimum range values will be with the consent of the Association's Scheduling Committee or until the following bid period. However, the target average values may be adjusted for operation integrity.
- 13-D-16** The Company will retain the right to establish the target thresholds of the normal max and min window within the PBS system. The Company will publish the target threshold of the normal window within the PBS system.
- 13-D-17** The Company may limit the number of min credit and max credit bidders.
- 13-D-18** The Shuffle to Threshold option within the PBS software will not be used at any time.
- 13-D-19** The Company will not publish any PBS run that utilizes the max number of allowable un-stacking passes without first discussing solutions with the Association's Scheduling Committee.
- 13-D-20** A mis-award shall be defined as:
- 13-D-20-a** An eligible bidding pilot submitted a regular bid but did not receive an award, or;
  - 13-D-20-b** An eligible bidding pilot with a default bid on file did not receive an award, or;
  - 13-D-20-c** An eligible bidding pilot received an award that was inconsistent with the established PBS programming parameters.
- 13-D-21** A pilot must report a potential PBS mis-award to the Company's PBS crew planning department within three (3) days of the publication of the PBS award.

**13-D-22** If the Company or the Association determines that a PBS mis-award has occurred, they will craft a remedy commensurate with the particular mis-award that has occurred.

**13-D-22-a** Remedy for No PBS Line Award: If a lineholding pilot is deemed to have received a mis-award, the pilot shall be guaranteed the average line value and average days off for that domicile, seat and equipment. The Company shall work with the pilot to build a line of flying that exceeds the minimum guarantee or reserve days commensurate with the pilot's bid choices and seniority. The pilot may accept a line in excess of or below the average line value and average days off and shall be paid according to this agreement.

**13-D-22-b** Remedy for PBS Award that was Inconsistent with Programming: If a line holding pilot received an award that is inconsistent with the established PBS programming parameters, the pilot shall have the following options.

**13-D-22-b-(1)** Fly the line as published

**13-D-22-b-(2)** Exchange the pairings with like pairings in uncovered flying

**13-D-22-b-(3)** In 13-D-22-b-(1) and 13-D-22-b-(2) above a pilot shall be pay protected for the difference in credit between the pairings that should have been awarded and the pairings actually awarded.

**13-D-22-b-(4)** If a reserve pilot received an award that is inconsistent with the established PBS programming parameters (e.g. failure to honor days off in accordance to seniority and preferences), the pilot shall receive days off commensurate with the pilot's seniority and bid preferences according to contractual parameters.

**13-D-23** Blocks of days off awarded by PBS shall be a minimum of two (2) consecutive calendar days unless waived by the pilot utilizing the PBS software. A single day at the end of a bid period will be paired with a single day at the beginning of the next bid period to equal 2 consecutive calendar days.

**13-D-24** If PBS allows it, at no additional cost, pilots shall have the ability, to waive applicable contractual bidding constraints.

E.g., A regular line holding pilot waives the minimum two days off in a row provision.

**13-D-25** After the Company has completed the regular line construction process utilizing PBS, additional pairings will not be added to or removed from a regular line except as otherwise provided for in this agreement.

**13-D-26** Regular lines will be subject to the following:

**13-D-26-a** A regular line holder will not be assigned reserve days.

**13-D-26-b** No out of domicile pairings will be awarded. This does not prevent pairings which include a deadhead to start or finish the pairing.

**13-D-27** A pilot will not be required to participate in training without the pilot's consent during scheduled ground time on a SDP.

### **13-E Non-Roster Pilot Schedule Construction**

**13-E-1** In the event a pilot, upon becoming available for work after the rosters have closed, the Company will first attempt to construct a line from open time for pilots who require consolidation of skills.

**13-E-2** If a 76 hour or greater credit line cannot be built that pilot will be placed on reserve.

**13-E-3** A pilot, upon becoming available for work after the rosters have closed, will make contact Crew Line Adjustments via email no later than 1700 (5:00 PM) PHX local time the following calendar day, to exercise the following options;

**13-E-3-a** The pilot and Crew Line Adjuster will come to a mutual agreement if the pilot is to have a 76 hour or greater credit line (prorated 4 hours/day for days of unavailability for remainder of the bid period) built, or be placed on reserve.

**13-E-3-b** If the pilot is placed on reserve the pilot will then choose if he/she is Call Me First (CMF) or Call Me Last (CML).

**13-E-4** If a pilot does not get into contact with Crew Line Adjustments as specified in section 13-E-3, Crew Line Adjustments will build a schedule at the Company's discretion for the pilot for the remainder of the bid period.

**13-F Pairings awarded to Check Airmen**

**13-F-1** PBS will award the Captain lines first and First Officer lines second. Shifts (pairings) awarded to captains who are IOE check airmen will not be available for line construction or awarded to first officers. The Company will block FO trip pairings for those IOE check airmen which the Company reasonably expects will be doing instruction during the bid period. If additional IOE check airmen are needed, then FOs awarded trips with such check airmen will be reassigned per this agreement or released and pay protected.

**13-F-2** Should a First Officer be awarded a pairing with a Check Airman and the Company needs that pairing for IOE or other form of training, the First Officer assigned to that pairing will be dropped and reassigned open flying or released and pay protected per this Agreement.

**13-F-2-a** A line holding First Officer will not be placed on reserve if dropped for training.

**13-F-2-b** A reassigned First Officer will receive pay for the pairing dropped or the pairing flown, whichever is greater.

**13-F-3** The Company will post a list of IOE Check Airmen by domicile and equipment in the electronic information page in PBS.

**13-G Reassignment of pilots dropped for IOE after the PBS awards.**

**13-G-1** The Company may drop a pilot on a trip by trip or portion of trip basis for the purpose of using the pilot's trip to conduct IOE training.

**13-G-2** If a pilot is dropped from a trip or a portion of the Trip, the Company will notify the pilot via telephone and may choose to reassign the pilot to a pairing or portion(s) of a pairing that lie within the pilots' original pairing footprint.

- 13-G-3** If a pilot is dropped from a trip prior to the scheduled report time, the pilot shall remain notifiable for a reassignment, in accordance with this section, from the time of drop until 1000 (10:00 am) Local Domicile time the day prior to the originally scheduled departure. If no flying is reassigned to the pilot, the pilot will be released from duty until his next scheduled flight.
- 13-G-4** The Company may assign any flying within the following guidelines:
- 13-G-4-a** Any flying assigned must start and finish within the pilot's original pairing footprint unless the pilot agrees to an assignment that includes flying outside the footprint. Any flight outside the footprint will be paid at premium pay.
  - 13-G-4-b** If the original pairing did not contain SDP's then SDP's may not be assigned.
- 13-G-5** A lineholding pilot who is dropped for IOE will not be placed on reserve.
- 13-G-6** Once the pilot has been released he may, at his discretion, pick up un-covered flying. This flying will be paid above all applicable guarantees.

## **13-H Schedule Adjustment Period**

- 13-H-1** The period from the 20<sup>th</sup> to the 22<sup>nd</sup> of the month where regular line holding pilots may utilize the schedule enhancement software to manipulate the pairings within their PBS awards shall be known as the Schedule Adjustment Period (SAP).
- 13-H-2** Each request will be automatically processed on a first-come, first-served basis.
- 13-H-3** All transactions are paid at straight time unless the pairing is deemed critical flying and paid according to Section 13-A-3.
- 13-H-4** Once the SAP period is complete, a pilot's schedule will be published with any adjustments made during the SAP. This shall be known as the Final Adjusted Bid Award.
- 13-H-5** Any remaining uncovered flying may be assigned to reserve pilots in accordance with this agreement.

## **13-I Build-up Lines**

- 13-I-1** For the purposes of managing excess clusters of open time existing after the Schedule Adjustment Period (SAP), the Company may offer build-up lines to reserve pilots who indicate such a preference, provided that total credit value of the build-up line is at least 76 hours.
- 13-I-2** Pilots awarded a reserve line will indicate their preference for a system-wide build up line during the reserve bidding window after SAP
- 13-I-3** A pilot who indicates a system-wide build-up preference shall be responsible for travel from his home to the pilot domicile(s) in which he has been assigned a trip or his “regular domicile”, whichever he chooses.
  - 13-I-3-a** If a pilot chooses to travel to his “regular domicile,” he will be provided positive space travel to the domicile in which his trip occurs.
- 13-I-4** A pilot who indicates a system-wide build-up preference will be provided, upon request, a hotel in the domicile(s) in which he has been assigned flying if an overnight is required.

E.g. 1, - A PHX based pilot is awarded 5 consecutive days of 1-day pairings in IAD; this pilot would receive a hotel in IAD on the nights between the consecutive 1-day pairings.

E.g. 2, - A DFW based pilot is awarded a 4 day trip in PHX that has a 5am show time. Because the pilot would have to commute the day before, he would be provided a hotel.



**13-I-5** A pilot who indicates a preference for, and is awarded a system-wide build-up line shall not be considered a reserve pilot for the duration of the bid period, or during any of the pairings assigned.

E.g., A PHX based pilot indicates a preference for, and is awarded a system-wide build-up line consisting of 2 4-Day Pairings out of DFW, 1 4-day Pairing out of ORD, and 5 consecutive 1-day pairings totaling 80 hours for the month. The pilot's guarantee for the month would be 80 hours, and the pilot would no longer be considered a reserve pilot. The pilot understands that he is responsible for commuting to/from these assignments in accordance with Section 13-I-3 above. The pilot is still afforded the protections of The Commuter Policy in Section 22-A of this agreement.

### **13-J Uncovered Flying**

**13-J-1** Uncovered flying will include flying not awarded by PBS, flying not picked up during the aggressive pickup window, or flying which becomes available during the bid period, such as, charters, positioning flights and flight arising from sick calls, or other unplanned absences (e.g. jury duty, bereavement leave, leave of absence, etc).

**13-J-2** Uncovered flying shall be assigned in the following order:

**13-J-2-a** Reserve pilots in accordance with the reserve assignment process specified in Section 13-N-15 below when there is sufficient time to call out Reserves for an on-time departure.

**13-J-2-b** If there is insufficient time to call out Reserves for an on-time departure, Ready Reserve pilots must be used if available, if no Ready Reserve pilots are available, Reserve pilots inbound from a flight assignment with remaining reserve availability.

**13-J-2-c** Pilots requiring flight time in order to attain or maintain currency or qualification.

**13-J-2-d** Junior Available pilots in accordance with section 13-P below.

## **13-K Schedule Enhancement Software**

- 13-K-1** The Company will utilize and maintain a Schedule Enhancement System, which meets the requirements of this section and any other sections herein.
- 13-K-2** The software operates based upon parameters and rules that are designed to allow flexibility to adjust lines of flying while allowing the Company to operate and cover uncovered flying on a daily basis.
- 13-K-3** The system will provide the pilot with a detailed reason if a transaction is denied.
- 13-K-4** The Software will automatically deny a pilot from adding, dropping, trading, or swapping pairing(s), or portions of pairing(s) in the event it violates any FAR.
- 13-K-5** For legality purposes, buffers can be built into the regulatory constraints. Crew planning will publish the buffers used in pairing and line construction for the bid period and the same buffers will be used for all schedule enhancement software operations.
- 13-K-6** The Association's Scheduling Committee shall have access to the Schedule Enhancement software.
- 13-K-7** Should the Schedule enhancement software vendor provide training to the company for, but not limited to software upgrades, updates, etc, the designated members of the association shall be invited to attend, and released through either planned absences or trip-drop.
- 13-K-8** Transactions shall be automatically awarded on a first come, first served basis except for transactions which require manual intervention i.e. a pairing split.
  - 13-K-8-a** The company and the Association shall continue to work cooperatively towards implementing an entirely automated process of awarding transactions within the Schedule Enhancement Software.

**13-K-8-b** The Company will process all transactions no later than 24 hours from the time they are submitted. If the Company is unable to meet this deadline, the Vice President of Flight Operations or his designee will notify the MEC Chairman or his designee. In addition, the pilot group will be notified of the delay via company email. This does not preclude the Company from continuing to process requests and they will continue to process all requests so as to not cause further delays with the awards.

**13-K-9** Swaps, Trades, Drops, and Adds may be complete pairings, or segment(s) of a pairing.

**13-K-10** Swaps, Trades, and Drops must end and begin within the pilot's domicile except as provided for herein.

**13-K-11** With the exception of Critical Flying, all Swaps, Trades and Adds with uncovered flying will be paid at straight time. Adds, however, will be paid straight time above all applicable guarantees.

E.g., A pilot is awarded a 70 hour line (below minimum guarantee). The pilot picks up a 4 hour trip. The pilot's new line guarantee would be minimum line guarantee plus 4 hours.

E.g., A pilot is awarded an 80 hour line (above minimum guarantee). The pilot picks up a 4 hour trip. The pilot's new line guarantee would be 84 hours.

**13-K-12** Minimum bid guarantee and/or line guarantee will be adjusted for Adds, Swaps, Trades, and Drops.

E.g. A pilot is awarded a 70 hour line (below minimum guarantee). The pilot drops a 4 hour trip. The pilot's new line guarantee would be minimum line guarantee minus 4 hours.

E.g. A pilot is awarded an 80 hour line (above minimum guarantee). The pilot picks up a 4 hour trip. The pilot's new line guarantee would be 84 hours.

**13-K-13** Once approved, a pilot is responsible for reporting to and operating all pairings added to his schedule as a result of Adds, Swaps, or Trades. Once open time has been awarded to a line holding pilot it may not be removed by the Company except due to legality issues.

**13-K-14** Once approved, a pilot is no longer responsible for reporting to and operating all pairings that are dropped from his schedule as a result of Drops, Swaps or Trades.

**13-K-15** Pilots cannot Swap, Drop or Trade pairings to the extent that the pilot risks becoming de-qualified for flight duty.

E.g., a pilot dropping a pairing(s) to the extent they would not be current for take-off and landing recency of experience requirements.

**13-K-16      Types of schedule enhancement transactions**

**13-K-16-a** Adds - Adds are defined as a pilot who volunteers to fly a trip that is in open time. Adds will be denied only for FAR legality reasons or the buffers referenced herein

**13-K-16-b** Drops - Drops are defined as a pilot who places a trip he is assigned to into open time.

**13-K-16-b-(1)** Dropping a pairing or pairing segment(s) will result in a reduction of line guarantee for the amount dropped. If the drop causes the pilot to go below minimum guarantee, the pilot's minimum guarantee will be reduced by the amount the pilot dropped below minimum guarantee.

E.g., A pilot is awarded a 78 hour line and the minimum bid guarantee is 76 hours. The pilot drops a 3 hour pairing. The pilots' new minimum guarantee will be 75 hours for that bid period.

**13-K-16-b-(2)** Drops will only be allowed when the reserve buffers are in excess of the defined buffer.

**13-K-16-b-(3)** Partial pairing drops are not allowed to end or begin outside of a domicile except as provided herein.

**13-K-16-b-(4)** Partial segment(s) drops are allowed to begin and end in different domiciles for the same equipment and status. The dropping of multi-domicile segments will be governed by the reserve coverage in the domicile where the segments begin. Pilots must call Crew Tracking (for same day drops) or Crew Line Adjustments (for future day drops) for drop requests outside of the pilot's awarded domicile.

**13-K-16-b-(5)** Reserve Pilots will be allowed to drop days of reserve when the reserve buffers are in excess of the defined buffer and as long as the minimum consecutive reserve days are met.

**13-K-16-c** Swaps - Swaps are defined as a pilot placing his existing trip into open time and taking an uncovered trip out of open time during the same transaction.

**13-K-16-c-(1)** Swaps are subject to reserve coverage (reserve buffers) and pilots will be allowed to swap a trip with another trip provided reserve buffers are sufficient or Bad Day/Worse Day criteria is met. To allow pilot schedule flexibility, swaps on the same day(s) with a reduction of up to 5 hours will be approved regardless of reserve coverage/buffers.

E.g., 1: A pilot drops a 15 hour 3 day pairing and picks up a 10 hour 2 day pairing. Provided that the reserve coverage is adequate, this swap will be approved and the pilot's guarantee pay will be reduced by 5 hours.

E.g., 2: A pilot drops a 10 hour 3 day pairing and picks up a 15 hour 3 day pairing on the same days. The pilot's guarantee pay will increase by 5 hours. This swap is not constrained by reserve coverage provided the request is submitted at least 48 hours prior to the pairing report time.

**13-K-16-c-(2)** Reserve Pilots will be allowed to swap days of reserve with another day of reserve provided reserve buffers are not jeopardized or Bad Day/Worse Day criteria is met.

**13-K-16-d** Trades - Trades are defined as two pilots who mutually agree to fly the others trip or one pilot who agrees to fly another pilot's assigned trip.

**13-K-16-d-(1)** Trades will be executed through the trade board. If the trade board no longer exists, the Association and the Company shall agree on an alternative system for pilots to trade shifts.

**13-K-16-d-(2)** Trades between pilots will be denied only for legality and in accordance with this Agreement.

**13-K-16-d-(3)** Reserve pilots may trade with other reserve pilots as long as the minimum consecutive reserve days are met and no adjustments need to be made to reserve times.

**13-K-16-d-(4)** A reserve line holding pilot's request(s) for reserve callout periods trades will be approved provided there are at least two (2) calendar days before the start of the first reserve callout period.

**13-K-17      Reserve Buffers**

**13-K-17-a** The "Reserve Buffers" for a given month will be based on pilot absences, seasonality, and any other operational needs. This number may be adjusted daily.

**13-K-17-b** These buffers will not be set in excess of the above defined operational requirements.

**13-K-17-c** The Company shall provide the Association Scheduling Committee with the monthly calculations to establish the buffers above.

**13-L Jetway Trades**

**13-L-1-a** Jetway trades will not be approved if they will cause a delay.

**13-L-1-b** Jetway trades are pilot trades that occur at a station other than the pilot's domicile. For the purpose of this agreement, Pilot A is the pilot scheduled to operate the flight and Pilot B is the pilot who wants to operate the flight.

E.g., Pilot A lives in XYZ and the last segment of his pairing originates in XYZ and terminates in both pilots' domicile. Pilot B also lives in XYZ and is trying to commute to work on the flight that pilot A is scheduled to operate. Pilot B will be allowed to operate the flight and Pilot A will be released.

**13-L-1-c** Operation:

**13-L-1-c-(1)** With both crew members present, a call to crew tracking will be made to initiate the trade.

**13-L-1-c-(2)** Pilots may be permitted to trade shifts if:

**13-L-1-c-(2)-(a)** Pilot B will not break any FAR flight and duty times.

**13-L-1-c-(2)-(b)** Pilot B will not exceed any buffer (weekly, monthly and yearly).

**13-L-1-c-(2)-(c)** The Company and the Captain of the flight agree the trade will not cause a delay.

**13-L-1-c-(2)-(d)** Neither pilots are reserve pilots

**13-L-1-c-(2)-(e)** There is no "irregular operations" at the time of the request.

**13-L-1-c-(2)-(f)** Sufficient time exists to coordinate with dispatch for the assignment of Pilot B to the release.

**13-L-1-d** Pay:

**13-L-1-d-(1)** If a captain trades into a first officer position he will be paid the FO rate. Additionally, a Captain trading into a FO position will operate as FO regardless of seniority.

**13-L-1-d-(2)** Once the trade is approved Pilot A will have the scheduled block time of the segment traded removed from his applicable guarantees and Pilot B will have the scheduled block time of the segment added above his applicable guarantees.

**13-M Schedule Changes and Modifications for Regular Line Holding Pilots**

**13-M-1** The Company may reassign a pilot during the trip-pairing footprint, in accordance with the provisions below.

**13-M-2** An “FDP-code” in the crew tracking software will be used to identify pilots who have been on a flight or reserve assignment that have had a schedule modification or cancelled segment(s) so that their rest may be tracked to comply with FAR Part 117.

**13-M-2-a** A line holding pilot with an “FDP-code” on his schedule is not considered a reserve pilot. The Company may reassign a line holder within his trip pairing footprint in accordance with Section 13-M.

**13-M-2-b** If the Company notifies a pilot that he has been placed on “FDP Code” the Company retains one-half of the originally scheduled remaining FDP time or two (2) hours, whichever is less, for reassignment. However, the report time for the reassigned flight must be within two (2) hours of the pilot being notified of being placed on an “FDP-Code.” If no reassignment is given during this window, the pilot will continue his pairing as originally scheduled.

**13-M-2-c** If the Company notifies a pilot that he has been placed on FDP Code on the last segment(s) of the last day of a pairing, the Company will retain one-half of the originally scheduled remaining FDP time or two (2) hours, whichever is less, for reassignment. However, the report time for the reassigned flight must be within two (2) hours of the pilot being notified of being placed on an “FDP-Code.” If no reassignment is given during this window the pilot is released from duty until the next scheduled assignment.

**13-M-3** A reserve pilot placed on an “FDP-code” will be returned to reserve status and assignments will be made in accordance with Section 13-N of this Agreement.



- 13-M-4** The pilot will be paid either his original pairing credit or the reassigned pairing credit, whichever is greater. Reassignments will not reduce the line guarantee.
- 13-M-5** The Pilot will be returned to his original schedule as soon as practical.
- 13-M-6** Should a reassignment or re-crew cause an unplanned overnight in the pilot's domicile, the Company shall provide the pilot with a hotel in his domicile in accordance with Section 5 of this agreement, at the pilot's request. The pilot must call Crew Scheduling to make this request.
- 13-M-7** Notwithstanding 13-M-9 below, of this agreement, if the pilot is reassigned segment(s) that are scheduled to operate outside of the original trip-pairing footprint, those segment(s) shall be considered a junior available assignment, and will be subject to premium pay.
- 13-M-8** Should a pilot modify a pairing via the Scheduled Enhancement Software by adding or dropping flying at the beginning or end of a pairing, the pairing footprint will change accordingly.
- 13-M-9** A segment that is delayed and returns beyond the scheduled duty off time at the end of a pairing will not be considered to have operated outside of the originally scheduled pairing footprint and will not be subject to premium pay.
- 13-M-9-a** Should the delayed return segment extend the pairing's scheduled duty off time past 02:00 local, that segment shall be paid at premium pay.
- 13-M-9-b** Should the delayed return segment extend the pairing's scheduled duty off time past 02:00 local, the pilot shall also be awarded an additional day off, if he is taken below minimum days off for the bid period.
- 13-M-9-c** Should the delayed return segment extend the pairing's scheduled duty off time past 00:00 local on a day designated by the pilot as inviolate (Golden Day), that segment shall be paid at premium pay, and the pilot shall be allowed to designate an additional Golden Day. The pilot shall also be awarded an additional day off, if he is taken below minimum days off for the bid period.

## **13-N Reserve**

- 13-N-1** Pilots awarded a reserve line will bid for and be awarded either Short Call Reserve, or Long Call Reserve
- 13-N-2** A reserve pilot shall not be required to answer the phone or return a phone call from Crew Tracking outside his reserve duty shift.
- 13-N-3** Reserve pilots will provide the company with a contact phone number while on reserve. Pilots are responsible for keeping this accurate and up to date.
- 13-N-4** Pilots can bid blocks of reserve days from 3 consecutive days in a row to 6 consecutive days in a row and will have no less than 2 consecutive calendar days in a row free of duty between reserve blocks.
- 13-N-5** Reserve schedules will be awarded with no less than 2 consecutive calendar days off following a block of reserve days unless waived by the pilot utilizing the PBS software.
- 13-N-6** The pilots shall be awarded reserve days based on seniority. If a pilot fails to bid for reserve days, the company will assign him reserve days.
- 13-N-7** A reserve pilot who has been assigned flying may be reassigned or removed from flying due to the needs of the operation. The exception is any reserve line holding pilot flying a carry-in or carry-out pairing into or out of a bid period where they have been awarded a regular line. In this case, the pilot shall be considered a regular line holding pilot for the entire assigned carry-in or carry-out pairing.
- 13-N-8** Based on Company staffing requirements, a pilot on reserve will be assigned the earliest reserve window possible (based on his previous day(s) assignment) on his last day of reserve prior to beginning a day(s) off, if requested.
- 13-N-9** The Reserve Buffer Grid shall be made available to all pilots and updated throughout the day. The Reserve Buffer Grid shall include a listing of the actual reserve coverage and the Company's daily target reserve coverage for each domicile (the Reserve Buffer).

**13-N-10** If, on the pilot's last day of reserve prior to beginning day(s) off, no flight assignments have been made by 5 hours prior to ending his reserve shift, the pilot shall automatically be considered released from duty. The pilot will remain notifiable for the following block of reserve days until their originally scheduled release time.

**13-N-11** If, on the pilot's last day of reserve prior to beginning day(s) off the pilot has been assigned a Ready reserve shift, that ready reserve shift shall not extend beyond 1200 domicile time for "AM-Reserve" and 1800 domicile time for "PM-Reserve" domicile time. The pilot will remain notifiable for the following block of reserve days until their originally scheduled release time.

**13-N-12** Reserve Pilots, upon returning from a flight assignment, may be contacted by Crew Scheduling. At the time of such contact, Crew Scheduling will assign the pilot an additional assignment, which will include:

**13-N-12-a** A flight assignment. or;

**13-N-12-b** Ready reserve. or;

**13-N-12-c** Remain on FDP and available for assignment. or;

**13-N-12-d** Release from further duty.

**13-N-13** Reserve line holding pilots will be allowed to straight drop a day(s) of reserve, up to 24 hours in advance, provided it does not reduce the available reserve number below the reserve buffer. This drop will reduce the pilots minimum bid guarantee by four (4) hours per reserve day dropped.

**13-N-14      **Uncovered Flying Assignment Timelines****

*(All times reflect PHX time)*

**13-N-14-a** Daily Open Time : Closes 64 hours prior to calendar day of assignments.

**13-N-14-b** Aggressive Pickup Window (Aggressive pickup will not be implemented until the process is automated, no later than June 1, 2018.)

**13-N-14-b-(1)** Company will ensure that the process is automated.

- 13-N-14-b-(2)** Opens 64 hours prior to the calendar day on which the flying operates. The window will be open from 08:00 to 18:00 PHX time (10 hours) and closes 54 hours prior to the start of the calendar day. Awards will be posted 48 hours prior to calendar day on which the flying operates.
- 13-N-14-b-(3)** The assignment process will follow Section 13-N-15 in its entirety and will be fully automated.
- 13-N-14-b-(4)** All remaining flying will be released to Crew Scheduling for assignment within 48 hours from the calendar day in which the flying operates.
- 13-N-14-b-(5)** If crew scheduling personnel determines staffing levels are insufficient for covering all known open time, the decision can be made to post individual pairings, which will be made available for pickup on days off for line holders or reserves, for incentive.

#### **13-N-15 Reserve Assignment Process**

- 13-N-15-a** Crew Scheduling will use a priority system (“bucket system”) that is based upon days of availability to determine which reserve should receive a particular assignment.
- 13-N-15-b** A bucket is a group of reserves that are on-call for the same number of consecutive days for a specific aircraft type, position, and base.

Example: There are two PHX CRJ FO reserves on-call for the same two consecutive days of reserve duty. These reserves comprise the "two day bucket" for PHX CRJ FO reserves.

- 13-N-15-c** Each eligible reserve from the Reserve Availability Report can be categorized into a single specific bucket.

#### **13-N-15-d Reserve Assignments**

- 13-N-15-d-(1)** Pairings will be assigned according to the following criteria. When there are MULTIPLE pilots in a reserve bucket being considered, proceed to steps 2 and 3 to determine the most suitable reserve for the assignment.

**13-N-15-d-(1)-(a) Step 1 - Reserve Buckets**

- Long call reserves are utilized first in the same bucket, then to the next longer bucket(s) (if they exist). Long Call will always be used prior to short call for trips with a greater than 12 hour report time.
- Short call reserve in the same bucket, then to the next longer bucket(s).

**13-N-15-d-(1)-(b) Step 2 - Duty and Rest Considerations**

- Pilots with an RAP that begins closest to the report for duty time of the assignment.
- Pilots with an RAP that ends closest to the scheduled release from duty time.
- Any other FAR 117 cumulative or daily limitations that exceed predetermined buffers.

**13-N-15-d-(1)-(c)** Once a pilot has been credited with 65 hours he will be bypassed until all other reserves in their category (bucket and position) hit 65 credit hours.

**13-N-15-d-(1)-(d) Step 3 - Seniority** will then be the final step used to determine the assignment.

- Call Me First (CMF): If multiple pilots are eligible for the assignment, it will be assigned to the most senior Call Me First (CMF)
- Call Me Last (CML): If no CMF pilot is available, then to the most junior Call Me Last (CML) in reverse seniority order.

**13-N-15-d-(1)-(e)** Pilots on ready reserve will be used at the discretion of the company to preserve operational integrity.

## **13-N-16 Short Call Reserve**

**13-N-16-a** Pilots awarded short call reserve shall be subject to a minimum two (2) hours call out to aircraft and have twenty (20) minutes in which to return a phone call from Crew Tracking. The call out "clock" will start with Crew Tracking's initial attempt at contact.

**13-N-16-a-(1)** "Attempt at contact" shall constitute a phone call to the pilot's contact number.

**13-N-16-a-(2)** If the pilot's contact number has an answering machine or service, a message must be left with details of the assignment.

**13-N-16-a-(3)** Reserve pilots are expected to respond to any and all calls and messages left from Crew Tracking within twenty (20) minutes, or they will be considered "Unavailable on Reserve" (UOR) and be subject to a reduction in their monthly minimum bid guarantee.

## **13-N-16-b Bidding and Assignment**

**13-N-16-b-(1)** Pilots awarded short call reserve will bid for 12 hour callout period. The pilots shall be awarded reserve callout window based on seniority. If a pilot fails to bid for a reserve window, the Company will assign him a callout period.

**13-N-16-b-(2)** A pilot on short call reserve will be awarded a reserve callout period. The reserve callout period shall remain the same for the entire bid period unless changes are mutually agreed to by the Company and the pilot, or a later start time is required by a FAR rest requirement.

## **13-N-17 Long Call Reserve**

**13-N-17-a** A pilot who bids for and is awarded Long Call reserve will not be subject to Section 13-N-15-d-(1)-(c) above.

## **13-N-17-b Bidding and Assignment**

- 13-N-17-b-(1)** The Company will offer Long Call Reserve (LCR). Long Call Reserve lines will be equal to at least 17% of the total amount of Reserve man days in each domicile, equipment and seat per bid period. If the calculation results in a number that is not a whole number, the result will be rounded down to the nearest whole number.
- 13-N-17-b-(2)** Long Call Reserve lines will be published and awarded in seniority order, and shall be awarded for an entire bid.
- 13-N-17-b-(3)** Pilots awarded a Long Call Reserve shift will be available for an assignment beginning at 00:00 on the first day of a block of reserve and ending at 23:59 on the last day of block of reserve days.
- 13-N-17-b-(4)** Long Call Reserve pilots who have not been contacted by Crew Tracking and have less than twelve (12) hours remaining of reserve availability will be released for the remainder of the day, but will remain notifiable for an assignment for the following block of reserve days.
- 13-N-17-b-(5)** Pilots on LCR shall report for duty at the airport within 12 or 18 hours after being issued an assignment. A pilot on LCR who is contacted between the hours of 00:00 and 13:59 (local domicile time) will report for duty within 12 hours. A pilot on LCR who is contacted between 14:00 and 23:59 (local domicile time) will report for duty within 18 hours.
- 13-N-17-b-(6)** The Company will issue an assignment by using the pilot's contact number and also send details of the assignment to the pilot's company email to establish the date and time of when the assignment was issued. The date and time of the email will serve as the time the pilot will be marked notified.

**13-N-17-b-(7)** Prior to the last leg of an assigned pairing on the last day of reserve the LCR pilot will contact The Company. At the time of such contact, the Company will give the pilot additional flying, remain on current FDP, or be released from further duty but will remain notifiable for the duration of the scheduled reserve day to receive future reserve day assignments.

**13-N-17-b-(8)** LCR Pilots may be assigned to Short Call Reserve (SCR) up to a maximum of 6 days in a bid period.

**13-N-17-b-(9)** Pilots that have been moved to cover SCR will be given the next flight assignment before all other Reserves based upon matching days of availability to trip length, duty and rest considerations and within the pool of short call reserves.

### **13-N-18      Aggressive Pickup**

**13-N-18-a** Only Pilots that are on Reserve will have the opportunity to pick up Uncovered Flying during the Aggressive Pickup Window. This flying may only be flown on their scheduled days of Reserve. The trips picked up in aggressive pickup are subject to modification when necessary.

**13-N-18-b** The window opens 64 hours prior to the calendar day in which the flying operates. This window will open at 0800 PHX time, and then close 54 hours prior to the calendar day in which the flying operates.

**13-N-18-c** Flying will be awarded on a first come, first serve basis based on days of availability as described in Section 13-N-18-d below



**13-N-18-d** The assignment, including associated travel, must not conflict with other scheduled duty assignments.

**Example #1:** If a Pilot has three (3) days of reserve availability he is in the “3-day bucket”. In open time there are two (2) available trips, one is a 2-day trip and the other is a 3-day trip. This pilot may only pick up the 3-day trip because it matches his days of availability.

**Example #2:** If a Pilot is in a 3-day bucket, there are three (3) open trips to be bid on. One 2-day trip and two 3-day trips. The pilot will have the choice of either of the 3-day trips as long as he is legal.

**Example #3:** If a Pilot is in the 4 or more -day bucket and there are only trips that are less than 4-day trips, the pilot would not be able to pick anything up in this round of Aggressive Pickup Window. The pilot will be able to participate in the next round of bidding based on his availability and bucket.

**13-N-19      Ready Reserve**

**13-N-19-a** The Company will create a volunteer list for Ready Reserve. Pilots who have volunteered will be called and assigned Ready Reserve shifts in seniority order prior to calling pilots who are not on the list.

**13-N-19-b** If there are insufficient bidders to cover a ready reserve period(s) then such ready reserve periods(s) will be assigned to a reserve pilot in reverse order of seniority among reserve pilots during those pilots defined twelve (12) hour call out block regardless of remaining days of availability.

**13-N-19-c      Bidding and Assignment**

**13-N-19-c-(1)** A pilot on a Short Call Reserve shift may be assigned to a Ready Reserve shift at the airport associated with the pilot’s domicile provided that clean and comfortable facilities are available for the use of the pilot(s) assigned to Ready Reserve.

- 13-N-19-c-(2)** A pilot on Short Call Reserve may only be assigned to a Ready Reserve shift at an airport associated with another active pilot domicile at the pilot's discretion.
- 13-N-19-c-(3)** On a pilot's first day of a given block of reserve days, if it is necessary for that pilot to be on ready reserve he will be given two (2) hours from the start of his defined twelve (12) hour call out block to report to the airport for his ready reserve assignment.
- 13-N-19-c-(4)** Ready Reserve pilots shall make every effort to report to the departure gate no later than twenty (20) minutes after initial contact from Crew Tracking. If the pilot is unable to meet this timeline he will inform Crew Tracking at the time of notification. If the pilot has any unforeseen delays he will notify Crew Tracking. Ready Reserve pilots are expected to respond to any and all calls and messages left from Crew Tracking within ten (10) minutes or they may be considered "Unavailable On Reserve" (UOR).
- 13-N-19-c-(5)** Ready Reserve shifts will be scheduled and pay credited as follows:
  - 13-N-19-c-(5)-(a)** Ready Reserve shifts will be limited to a maximum of ten (10) hours in duration, per calendar day.
  - 13-N-19-c-(5)-(b)** No Ready Reserve shift will extend beyond midnight.
  - 13-N-19-c-(5)-(c)** Pay credit for each Ready Reserve period will be fifty percent (50%) of the pilot's flight pay per minute of Ready Reserve time served.

**13-N-19-c-(5)-(d)** A Ready Reserve pilot who is assigned a pairing will be credited the pay credit for the amount of Ready Reserve time served plus the pairing credit.

E.g., Pilot A is scheduled a Ready Reserve shift of six (6) hours. After sitting three (3) hours of Ready Reserve, Pilot A is assigned a pairing worth three and one half (3.5) hours of flight pay credit. Pilot A will be credited the three and one half (3.5) hours flight pay credit and the one and a half (1.5) hours of Ready Reserve pay credit for a total of five (5.0) hours.

**13-N-19-c-(5)-(e)** Should a Short Call Reserve pilot complete a flight assignment prior to beginning a Ready Reserve shift, he will have that flight pay credit added to the Ready Reserve pay credit.

E.g., Pilot A completes a pairing worth three and one half (3.5) hours of flight pay credit then sits a four (4) hour Ready Reserve Shift. He will be credited the three and one half (3.5) hours of flight pay credit plus the two (2) hours of Ready Reserve pay credit for a total of five and one half (5.5) hours.

**13-N-19-c-(5)-(f)** Expenses: Pilots assigned to ready reserve will be entitled to the hourly expense allowance as defined in Section 5 of this Agreement for all time spent on such assignment.

**13-N-19-c-(5)-(g)** Unless the ready reserve period is extended by the Company, the pilot will be released from reserve duty for the remainder of the day at the completion of his scheduled ready reserve period.

**13-N-19-c-(5)-(h)** Ready reserve time is duty time

**13-N-19-c-(5)-(i)** Upon request of the MEC, the Company will meet with the Association to discuss suitability of ready reserve facilities. If the ready reserve facilities are deemed unsuitable, the Company will not assign ready reserve shifts until such time as the facilities are made suitable to the satisfaction of the Association

**13-O Voluntary Pick Up of Uncovered flying**

**13-O-1** After the Final Line Awards are issued any Uncovered flying will be made available to all pilots and will be awarded on a first come, first serve basis under daily open time.

**13-O-2** Uncovered Flying that is not Picked Up within 72 hours prior to the calendar day in which the flying operates will only be available for Aggressive Pickup by reserves.

**13-O-3** The Company shall not be responsible for additional compensation or expenses for travel to and from the assignment.

**13-O-4** The assignment, including associated travel, must not conflict with other scheduled duty assignments.

**13-P Junior Available**

**13-P-1** Uncovered flying which remains unassigned after the application of Section 13-J above, may be assigned by the Company as follows:

**13-P-1-a** To a line holding pilot who has placed himself on the volunteer to work list; then to

**13-P-1-b** The most junior pilot available in status and equipment in domicile; then to

**13-P-1-c** The most junior pilot available in status and equipment while on scheduled days off within the domicile; then to

**13-P-1-d** The most junior pilot available in status and equipment while on days off within the same hub system; then to

**13-P-1-e** The most junior pilot available in status and equipment while on scheduled days off system wide.

**13-P-2** In no event will a pilot be required to fly below the number of minimum guaranteed days off.

**13-Q Pro Rate Table for Unavailability During a Bid Period**

**13-Q-1** When availability during a bid period is reduced due to Vacation, LOA, or other absences (Per Section 9), days off will be prorated subject to the following table:

30 Day Month		31 Day Month	
Days Absent	Days Off	Days Absent	Days Off
0	11	0	11
1	11	1	11
2	10	2	10
3	10	3	10
4	10	4	10
5	9	5	9
6	9	6	9
7	8	7	9
8	8	8	8
9	8	9	8
10	7	10	7
11	7	11	7
12	7	12	7
13	6	13	6
14	6	14	6
15	6	15	6
16	5	16	5
17	5	17	5
18	4	18	5
19	4	19	4
20	4	20	4
21	3	21	4
22	3	22	3
23	3	23	3
24	2	24	2
25	2	25	2
26	1	26	2
27	1	27	1
28	1	28	1
29	0	29	1
30	0	30	0
		31	0

**13-Q-2** The pro-rate table will not be used for training absences.

**13-Q-3** It is the mutual understanding of the parties that this table is for PBS line construction purposes only. The parties agree that sick calls and other unknown absences will not modify a pilot's awarded days off.

E.g. 1: A pilot has vacation scheduled for April 6-19 (14 days). There are 30 days in April, so 14 vacation days leaves 16 days. Using the proration table the minimum number of days off for the remainder of April is prorated to 6 for a total of 20 days off (minimum) and 10 days available (maximum) for work.

E.g. 2: Using the scenario above, the pilot is awarded a line with 20 days off (14 days of vacation plus 6 additional days off totaling 20) and calls in sick for a 4 day pairing. The 4 day pairing that the pilot called in sick for will not be used toward the additional 6 days off that were awarded in addition to the vacation.

## **Section 14 - Transfer to Non-Flying or Supervisory Duty**

**14-A** A Pilot transferred by the Company to a non-flying or supervisory duty will retain and continue to accrue seniority and longevity, provided that such Pilot maintains at all times a valid airline transport pilot certificate or such certificate which they held at the time of transfer.

**14-B** "Supervisory Pilot" will mean those Pilots designated by the Company to manage and administer Company policy with respect to flight operations and will not be permitted to hold a "Line of Time" except when required by the needs of the service.

**14-C** A Pilot transferred by the Company to a non-flying or supervisory duty (Management Pilots) will not be allowed to bid during PBS.

**14-C-1** Management Pilots will appear on the roster they were awarded under section 23-B and use their respective seniority to bid using the PBS for that bid period, when required by the needs of service to fly 32 hours or greater of flying.

**14-C-2** Management Pilots will be assigned trips or portions of trips from Uncovered Flying that are available 24 hours after the close of the SAP period, when required by the needs of service to fly less than 32 hours of flying.

**14-D** Notwithstanding section 14-C above, Management Pilots will be permitted to maintain currency and fly as a Management Pilot, including but not limited to, trips that would be otherwise Junior Available assignments.

**14-E** Management Pilots will be listed in the "Pilot Lounge" in the equipment and Domicile that they were awarded under Section 23-B until they leave their management position and return to the Domicile and position they were previously awarded pursuant to Section 23; or to the Domicile and equipment they can hold pursuant to Section 14-F below.

### **14-F Return to the Line of a Management/ Supervisory Pilot**

**14-F-1** Should a Management/Supervisory Pilot elect to return to line flying duty, they should do so in accordance with the provisions of Section 23 of this Agreement, as a vacancy may become available to which their seniority would allow them to hold.

**14-F-2** Should a Management/Supervisory Pilot be involuntarily returned to line flying duties by the Company, they shall return to the Domicile, Status and equipment to which their seniority entitles them; however, such a Pilot shall not displace a line Pilot.

**14-F-3** Captains will not be downgraded to lower paying equipment or Status due to a Supervisory Pilot returning to flying as a Captain.

#### **14-G Assignment to the Training Department**

**15-G-1** The Company will designate Pilots to serve as Instructors and Check Airmen.

**15-G-2** Pilots from the Mesa Air Group Pilots' System Seniority List will be considered for the positions of Check Airmen and Instructors prior to the selection of candidates not on said list. Instructors and Check Airmen shall not be considered Management, Supervisory or non-flying Pilots.

**15-G-3** Simulator Instructors may be Pilots from the Mesa Air Group Pilots' System Seniority List or contract Instructors. In the event that Mesa Airlines has Pilots on Furlough status, qualified Furloughed Mesa Pilots will be considered to fill any replacement or additional simulator Instructor positions.

**15-G-4** A Pilot leaving line flying to go to the Training Department as a Training Instructor will not appear on the bid Roster for the Bid Period(s) they are assigned to the Training Department. Such Pilot will be identified as Training Instructor in that Domicile. This provision shall not apply to non-revenue flying Instructors or Instructors over the age of 65.

**15-G-5** A training Instructor scheduled to complete their Training Department assignment at the end of a Bid Period will appear on the bid Roster for the subsequent Bid Period.

**15-G-6** A training Instructor completing their Training Department assignment prior to the end of the bid will be placed on reserve, or awarded a build-up line, if enough open time is available in their Domicile.

#### **14-H Use of Retired Pilots to Operate Part 91 Duties**

**14-H-1** Notwithstanding anything in the Pilot Working Agreement ("PWA") between the Company and the Association to the contrary,



including but not limited to section 1 of the PWA, the Company may use Retired Pilots to operate Part 91 duties on its behalf.

**14-H-2** For the purpose of this section, a “Retired Pilot” is an individual who was formerly employed by the Company as a Pilot and who (a) retired because the Pilot reached the age at which the Federal Aviation Administration prohibits an individual from operating as a Pilot on an aircraft engaged in operations under Part 121 of the Federal Aviation Regulations (currently age 65), or (b) voluntarily retired after reaching the age of 55 with at least 10 years of service with the Company.

**14-H-3** The Company may assign Part 91 duties to a Retired Pilot at their discretion without regard to any provision in the PWA that might otherwise govern the scheduling or assignment of such duties.

**14-H-4** When operating Part 91 duties under this section, a Retired Pilot shall not be subject to the terms and conditions of the PWA. The compensation, Per Diem, lodging and other travel expenses of a Retired Pilot performing under this section shall be established by the Company on a case-by-case basis and shall not exceed what is established in the corresponding provisions of the PWA. Those terms and conditions of employment will be disclosed to the Association in order to verify compliance with this provision.

**14-H-5** The Company shall be solely responsible for the training and currency of the Retired Pilots performing duties under this section.

**14-H-6** The Company may not assign a Retired Pilot to perform flying covered by this section with a line Pilot. A Retired Pilot may only be paired with another Retired Pilot or with a Management Pilot to perform duties under this section.

## **Section 15 – Miscellaneous Flying**

**15-A** The Company may use a qualified Captain to perform the duties of a First Officer on a flight.

**15-B** If, at Company request, a Pilot flies in a Status lower than their bid Status; such Pilot shall be paid in accordance with their bid Status.

**15-C** Pilots will not be required to conduct engine-out ferries.

**15-D** Pilots will not be required to conduct gear down ferries unless it has been determined that the gear would be "retractable" in the event of an in-flight emergency which could occur during the ferry flight.

**15-E** Pilots will not be required to perform a test flight on an aircraft after the repair of major damage until such time as the aircraft has been certified for return to service.

### **15-F Dual Aircraft Qualification**

**15-F-1** There shall be no dual aircraft qualification required of line Pilots by the Company.

**15-F-2** The Company reserves the right to require dual aircraft qualification of "Supervisory Pilots".

## **Section 16 - Seniority**

**16-A** Except as otherwise provided for in this Agreement, the Mesa Air Group Pilots' System Seniority List will govern each pilot in case of promotion or demotion, their choice of vacancies, filling of vacancies, their assignment or reassignment due to expansion or reduction in schedules, their retention in case of reduction in force and their recall after their release due to reduction in force.

### **16-B Seniority Accrual**

**16-B-1** The seniority of a pilot shall accrue from the date a pilot is first placed in new hire training and shall continue to accrue thereafter during their period of service with the Company, except as otherwise provided for in this Agreement.

**16-B-2** When two or more pilots are placed on the Mesa Air Group Pilots' System Seniority List on the same date, their names shall be placed according to their age; i.e., the older pilot shall receive the lower number. When two or more pilots are placed on the Mesa Air Group Pilots' System Seniority List on the same date and have the same birth date, their relative seniority position shall be determined by drawing lots.

**16-B-3** When a junior pilot is upgraded over a senior pilot, the senior pilot shall continue to retain their position on the Mesa Air Group Pilots' System Seniority List.

### **16-C Pilots' System Seniority List**

**16-C-1** The Company will post on its Company website a downloadable and searchable list of names of all pilots, arranged in the order of system seniority. Such list will be known as the Mesa Air Group Pilots' System Seniority List and will contain the names of all pilots entitled to seniority, whether active or inactive. The list will include the date of employment of each pilot indicating the seniority to which the pilot is entitled and the pilot's position, status and domicile. Such list will be brought up to date at least quarterly and at the completion of each new-hire ground school and posted thereafter.

**16-D Protest on Seniority List**

**16-D-1** All Pilots will have forty-five (45) days after the posting of the Mesa Air Group Pilots' System Seniority List in which to protest to the Company any omission or incorrect posting affecting their seniority or position on the posted list.

**16-D-2** Pilots on an inactive flying status (vacation, leaves of absence, furlough) shall have the ability to protest a seniority list within forty-five (45) days of their return to active duty.

**16-D-3** A pilot may protest a subsequent Mesa Air Group Pilots' System Seniority List only if it varies from the one immediately preceding it; except when such a list is later changed because of the filing of a subsequent protest or protests by any other pilot or pilots on said list, in which case the pilot shall be permitted to file an additional protest.

**16-E Probationary Period**

**16-E-1** Each pilot shall be on probation for the first twelve (12) months of aggregate service with the Company.

## **Section 17 - Furlough and Recall**

### **17-A Furlough**

- 17-A-1** In the event a reduction in the Pilot work force becomes necessary the Company may offer and award voluntary Furloughs provided there is not an increase in the net training events required for the Furlough. Once all eligible volunteer Pilots have been Furloughed the remaining Pilots will be Furloughed in the reverse order of their seniority in accordance with the Mesa Air Group Pilots' System Seniority List.
- 17-A-2** The Company shall give Pilots at least two (2) weeks advance notice prior to any Furlough or pay in lieu thereof unless the Company is unable to give such notice due to causes beyond its reasonable control occurring during the two (2) weeks immediately prior to a Furlough.
- 17-A-3** Furloughed Pilots will file their proper addresses with the Director of Operations or a designee at the time of the Furlough and will notify the Company of any address changes promptly.
- 17-A-4** A Pilot will not accrue longevity during Furlough unless recalled within a period of less than thirty (30) days from the date of Furlough.
- 17-A-5** If recalled within a period of less than thirty (30) days, a Pilot will receive associated benefits retroactive to the day of Furlough and will receive no less than their prorated guarantee for any portion of the bid period.
- 17-A-6** The Company shall publish a list of all Furloughed pilots on the Mesa Airlines website on a monthly basis.
- 17-A-7** The Company will provide the Pilot positive space travel back to the Pilot's home.

## **17-B Recall from Furlough**

- 17-B-1** Furloughed Pilots will be notified of recall by certified mail, return receipt requested, or by parcel delivery service requiring a signature upon delivery, at the address specified in 17-A-3 of this Section. The recall notice shall include the number of anticipated positions, seat and equipment being offered. The Company must receive each Pilot's response within seven (7) business days from the receipt of the recall notice. The response may be in person, by certified mail, return receipt requested, parcel delivery service requiring signature upon delivery or any other available means.
- 17-B-2** If the Company receives no response or is unable to deliver the recall notice due to an incorrect or outdated address the Pilot will be considered to have refused recall.
- 17-B-3** Pilots will be recalled in the order of their seniority. When a Pilot is recalled, they will be granted the Longevity accrued prior to Furlough.
- 17-B-4** A Furloughed Pilot will be allowed fourteen (14) days after they advise the Company of their intent to accept recall to report for duty.
- 17-B-5** Pilots may refuse recall from Furlough for temporary work of less than two (2) consecutive months duration and such refusal shall not prejudice the Pilot's recall rights.
- 17-B-6** Involuntary Furloughed Pilots may refuse recall from Furlough until such time as the earlier of:
- 17-B-6-a** All Pilots with less seniority have been recalled from Furlough, or
  - 17-B-6-b** Two (2) years from the date of Furlough.
- 17-B-7** Voluntary Furloughed Pilots may refuse recall from Furlough until all Pilots with less seniority have been recalled.
- 17-B-8** A Pilot who is recalled from voluntary Furlough will be recalled to the position and equipment they held prior to the Furlough provided their seniority will still hold the position and the recall will not displace an active Line Pilot from their seat or equipment. The Pilot may elect to return from Furlough to a lower paying position or equipment type.

## **Section 18 - Grievances**

- 18-A** A Grievance is a dispute between the parties arising under the terms of this Agreement. Any Pilot or group of Pilots who have a Grievance concerning any action of the Company affecting them shall be entitled to have such Grievance handled in accordance with this procedure. It is mutually agreed that prior to the filing of a Grievance, the Pilot or the Association will discuss the matter with the appropriate department supervisor in an effort to resolve it. When a written Grievance is filed, it shall contain a reference to the provisions of the agreement alleged to have been breached and a short, concise statement of the facts involved.
- 18-B** Written Grievances must be submitted to the Vice President of Operations; or their designee, within the sixty-one (61) days following the event which gave rise to the Grievance. The Vice President of Operations or their designee will give a decision in writing to both the Pilot and the Association within fourteen (14) days after presentation of the written Grievance.
- 18-C** If the decision in Section 18-B above is not satisfactory to the Pilot, it may be appealed by the Association to the Mesa Air Group System Board of Adjustment within thirty (30) days after receipt of the decision.
- 18-D** Probationary Pilots may not file disciplinary Grievances, nor may disciplinary Grievances be filed on their behalf, except that a Pilot upgraded to Captain prior to the completion of their Probationary Period may file a Grievance over the Pilot's discipline or discharge if the discipline or discharge involves safety of flight allegations.
- 18-E** Subject to space being available, witnesses and representatives who are employees of the Company shall receive free transportation over the lines of the Company from the point of duty to the point of hearing and return.

## **Section 19– Discipline and Discharge**

### **19-A Just Cause**

A Pilot who has completed their Probationary Period will not be disciplined or discharged without just cause. Nothing in this Agreement will extend the right of investigation, hearing, or just cause for discipline or discharge to a Pilot during the Probationary Period except as provided in Section 18-D.

### **19-B Pilot Meetings**

When a Pilot is called to appear before Human Resources, the Chief Pilot or the Chief Pilot's representative for a meeting, such Pilot shall receive, in writing via Company e-mail with read receipt, a statement of the charge or charges against them and/or a description of what the meeting will be about. The Pilot shall have the right to be represented by a Company employee of their choice or their duly accredited representative(s) at the meeting.

### **19-C Hearing**

**19-C-1** A Pilot will be notified in writing at the time of discharge or when disciplinary time off or suspension without pay (as excepted under section 19-D-7 below) and/or benefits are given. A Pilot so disciplined or discharged will be granted a hearing provided they file a written request for hearing with the Vice President of Flight Operations or their designee within ten (10) days of the date upon which they received written notice of such discipline or discharge.

**19-C-2** Such hearing shall be held before the Company's Vice President of Flight Operations or their designee and shall be held within seven (7) calendar days after the Company receives the written request from the Pilot for a hearing as provided in Section 19-C-1 of this section. The Pilot shall have the right to be represented by an employee of the Company of their choice or by their duly accredited representative(s).

**19-C-3** Within seven (7) calendar days after the close of such hearing, the Company shall announce its decision in writing and furnish the Pilot and the Association a copy thereof.

### **19-D Appeal Process**



- 19-D-1** When a copy of such decision has been received by the Pilot or their duly accredited representative(s) and such Pilot is dissatisfied with the Company's decision, they shall have the right to appeal to the "Mesa Air Group Pilots' System Board of Adjustment" as provided for in Section 20 of this Agreement and such appeal shall be made within twenty-one (21) days from the date of receipt by the Pilot or their duly accredited representative(s) of the hearing decision of the Vice President of Flight Operations. All submissions to the System Board of Adjustment shall be made in conformity with Section 20-G of this Agreement.
- 19-D-2** If any decision made by the Company under the provisions of this section is not appealed by the Pilot affected within the time limit prescribed for such appeal, the decision of the Company shall become final and binding. If the Company fails to hold a hearing or render a decision within the time limit prescribed, the Association may proceed to the next step of the procedure.
- 19-D-3** If, as a result of any hearing or appeal as provided, a Pilot is totally exonerated, they shall, if they have been held out of service, be reinstated without loss of seniority and shall be paid for such time lost in an amount which they would have ordinarily earned had they been continued in service during such period. Notwithstanding the above, the System Board of Adjustment may determine that back pay is to be reduced by the amount of any unemployment compensation received by the Pilot, and the amount of interim earnings which the Pilot has received or could have received with reasonable effort as determined by the System Board of Adjustment.
- 19-D-4** If, as a result of any hearing or appeal the Pilot shall be totally exonerated, the personnel record shall be cleared of the charges and related documents.

- 19-D-5** When it is mutually agreed that a stenographic report is to be taken of the investigation and hearing or appeal in whole or in part, the cost will be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of the proceedings be taken, any stenographic report taken of such investigation and hearings made by either of the parties to the dispute shall be furnished to the other party to the dispute, upon request, provided that the cost of such stenographic record so requested shall be borne equally by both parties to the dispute.
- 19-D-6** All written notification shall be delivered in person or by certified mail, return receipt requested.
- 19-D-7** The Company shall not suspend a Pilot without pay during the course of an investigation except in instances involving certificate actions. Upon completion of the Company's investigation, the normal disciplinary procedures and remedies of this section shall apply.

## **Section 20 – System Board of Adjustment**

- 20-A** In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of this Agreement and any amendments or additions hereto and which are properly submitted to it, which Board shall be known as "Mesa Air Group Pilots' System Board of Adjustment," hereinafter referred to as the "Board."
- 20-B** The Board shall consist of two (2) members, one (1) of whom shall be selected and appointed by the Association and one (1) by the Company and such appointees shall be known as "Adjustment Board Members," With the exception of neutrals all Adjustment Board Members will be employees of Mesa Air Group.
- 20-C** The Adjustment Board Members shall serve for two (2) years from the date of their appointment or until their successors have been duly appointed. Vacancies in the membership of the Board shall be filled in the same manner as the original members of the Board.
- 20-D** The Board shall have jurisdiction over disputes that have been made in conformity with the provisions of this Agreement between any Pilot covered by this Agreement and the Company, growing out of Grievances or out of the interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions covered by the existing Agreement between the parties.
- 20-E** The Board shall meet exclusively in Phoenix, AZ unless mutually agreed otherwise, to hear all cases properly submitted to the Board, including cases heard by the Board with a neutral referee pursuant to Section 20-L
- 20-F** The Adjustment Board Members will meet on a regularly scheduled monthly basis for at least two (2) consecutive days each month at any time five (5) or more cases are pending before the Board.
- 20-G** The Board shall consider any dispute properly submitted to it by the President of the Association or by the Chief Operating Officer of the Company when such dispute has not been previously settled in accordance with the terms provided for in this Agreement.

**20-H** The office of Chairman shall be filled and held alternately by an Association member of the Board and by a Company member of the Board. Terms shall be for a period of two (2) years. When the Association member is Chairman, the Company member shall be Vice Chairman, and vice versa. The Chairman, or in their absence, the Vice-Chairman, shall preside at meetings of the Board and at hearings and shall have a vote in connection with all actions taken by the Board.

**20-I        Disputes**

**20-I-1** All disputes properly referred to the Board for consideration shall be addressed to the Chairman. Two (2) copies of each petition, including all papers and exhibits in connection therewith, shall be forwarded to the Chairman who shall promptly transmit one (1) copy to each member of the Board. Each case submitted shall show:

**20-I-1-a** Question or questions at issue.

**20-I-1-b** Statement of Facts.

**20-I-1-c** Position of Pilot or Pilots.

**20-I-1-d** Position of Company

**20-I-2** When possible, joint submissions should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board. No matter shall be considered by the Board which has not first been handled in accordance with the appeals provisions of this Agreement.

**20-I-3** Upon receipt of notice of the submission of a dispute, the Chairman shall set a date for hearing, which shall be not more than thirty (30) days after such request for hearing. The Company and the Association may mutually agree to refer a Grievance directly to the Three Member System Board.

**20-J        Board Hearings**

**20-J-1** Employees covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing, or both.

**20-J-2** On request to individual members of the Board, the Board may, by a majority vote, or shall at the request of either the Association representatives or the Company representatives thereon, summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute, or by either party, or by the Board itself, or by either group of representatives constituting the Board.

**20-J-3** The number of witnesses summoned at any one time shall not be greater than the number, which can be spared from the operation without interference with the operation of the Company.

**20-K** Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties.

**20-L** In the event of a deadlock in the case of any dispute properly referable to it, it shall be the duty of the Board to endeavor to agree within thirty (30) days from the date of such deadlock upon a procedure for breaking such deadlock. The said procedure for breaking a deadlock shall, when found necessary as a final step to settle a deadlock case, include the appointment of a neutral person to be known as a referee to sit with the Board as a member and make the award. Such neutral referee shall be appointed by mutual agreement of the Company and the Association. If it is found impossible to agree upon such referee, either the Company or the Association may within thirty (30) days request the National Mediation Board to name a panel of seven (7) proposed neutrals. Each party will alternately strike a name from the list until one name remains who will be designated the neutral. A majority vote of all members of the Board shall be competent to reach such agreement and the action of the Board, operating under such procedure, shall be final and binding upon the parties.

**20-M      Selection of Cases.**

**20-M-1** Except as set forth below, or as mutually agreed by the parties, Grievances shall be scheduled for arbitration in the order in which the Grievances were filed, with the oldest Grievance being heard first.

**20-M-2** Termination cases shall take priority in scheduling regardless of when they were filed.

- 20-M-3** Either party may request that a Grievance that it believes is of substantial importance be given priority in scheduling over older Grievances, subject to the other party's concurrence, which shall not be unreasonably withheld. A party may avail itself of this option no more than once in a rolling 12-month period, unless mutually agreed otherwise. Absent the parties' mutual agreement, this provision shall not permit a newer grievance to be substituted to be heard on a date on which an older grievance previously had been scheduled for arbitration.
- 20-N** The expenses and reasonable compensation of the neutral member will be borne equally by the parties. Each of the parties will assume the compensation, travel expense and other expenses of the Board members selected by it and the witnesses called by it. Board members and witnesses who are employees of the Company will be granted space available transportation over the lines of the Company from the point of assignment to the point at which they must appear as witnesses, and return, to the extent permitted by law or Company policy.
- 20-O** It is understood and agreed that each and every Board member shall be free to discharge their duty in an independent manner, without fear that their individual relations with the Company or with the employees may be affected in any action taken by them in good faith in their capacity as a Board member.
- 20-P** At the mutual agreement of the Association and the Company, a discharge case may proceed directly to a Three-Member System Board

## **Section 21 – Agency Shop and Dues Check-Off**

### **21-A Agency Shop**

- 21-A-1** Each Pilot covered by this Agreement who fails to voluntarily acquire or maintain membership in the Association upon completion of their Probationary Period, will be required, as a condition of continued employment, to pay the Association each month a service charge as a contribution for the administration of this Agreement and the representation of such Pilot. The service charge will be in an amount equal to the Association's regular or usual monthly dues.
- 21-A-2** If any Pilot becomes delinquent in the payment of their service charge, initiation fee; assessment; and/or membership dues; the Association will notify such Pilot by certified mail, return receipt requested (with copies to the MEC Chairman, Director of Flight Operations and Personnel Department) that they are delinquent in the payment of the service charge, initiation fee, assessments and/or membership dues. The letter will also notify the Pilot that they will remit the required payment within a period of fifteen (15) days or be discharged.
- 21-A-3** If, upon the expiration of the fifteen (15) day period, the Pilot still remains delinquent, the Association will certify in writing to the Director of Flight Operations and the Personnel Department, along with a copy to the Pilot, that the Pilot has failed to remit payment within the grace period allowed and is therefore to be discharged. The Director of Flight Operations will thereupon take the proper steps to discharge the Pilot from the service of the carrier which discharge will become effective ten (10) days after the Pilot receives the notice from the carrier that they are to be discharged. The Association will be so advised.
- 21-A-4** A Pilot who is to be discharged as the result of an interpretation or application of the provisions of this section will be subject to the Grievance procedure and System Board of Adjustment provisions of this Agreement.
- 21-A-5** During the period a Grievance is being handled until final award, the Pilot will not be discharged from the carrier nor lose any seniority rights because of non-compliance with the terms and provisions of this Section.

**21-A-5-a** A Pilot discharged by the carrier under the provisions of this Section will be deemed to have been "discharged for cause" within the meaning of the terms and provisions of this Agreement.

**21-A-5-b** The Association agrees that it will indemnify and hold the carrier harmless against all forms of liability that will arise out of or by reasons of action taken by the carrier, which action was requested by the Association under the provisions of this Section, or arising out of the carrier's compliance with this Section.

## **21-B Check-off Procedures**

### **21-B-1 Dues Check-off**

**21-B-1-a** During the life of this Agreement, the Company agrees to deduct from the pay of each Pilot who authorizes same, as set forth below, the Association membership dues, in accordance with the Constitution and By Laws of the Association, as prescribed by the Railway Labor Act, as amended, provided such Pilot voluntarily executes authorization on a form, to be supplied by the Association, herein called "Check-off Form"; Check-off Forms duly executed will be delivered to the Personnel Department of the Company. Deductions authorized by Check-off Forms will begin on the first day of the pay period following receipt of such Check-off Form. Along with the remission of dues, on a monthly basis, the Company agrees to furnish information necessary to permit the Association to maintain a proper record of such payments.

### **21-B-2 ALPA-PAC Check-off**

**21-B-2-a** During the life of this Agreement, the Company agrees to deduct from the pay of each Pilot, and transmit to the Air Line Pilots Association Political Action Committee (ALPA-PAC) the voluntary contributions to ALPA-PAC from the earnings of those Pilots who voluntarily authorize such contributions on forms provided for that purpose by ALPA-PAC. The amount of such monthly check-off deductions and the transmittal of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state or federal statute.

### **21-B-3 Assessment Check-off**



**21-B-3-a** During the life of this Agreement, the Company agrees to deduct from the pay of each Pilot, and transmit to the Air Line Pilots Association any assessments levied by the Association on its members including but not limited to initiation fees and strike benefit assessments. Along with the remission of assessments, the Company agrees to furnish information necessary to permit the Association to maintain a proper record of such payments.

## **21-B-4 Arrangement/Insurance Dues**

**21-B-4-a** During the life of this Agreement, the Company agrees to deduct from the pay of each Pilot who authorizes same, as set forth below, the Arrangement Plan dues and ALPA Sponsored Insurance dues, in accordance with the Constitution and By-Laws of the Association, as prescribed by the Railway Labor Act, as amended, provided such Pilot voluntarily executes authorization on a form, to be supplied by the Association, herein called "Check-off Form". Check-off Forms duly executed will be delivered to the Personnel Department of the Company. Deductions authorized by Check-off Forms will begin on the first day of the pay period following receipt of such Check-off Form. Along with the remission of dues, on a monthly basis, the Company agrees to furnish information necessary to permit the Association to maintain a proper record of such payments.

**21-B-4-b** If any Pilot becomes delinquent in the payment of their Arrangement Plan dues, the Association will notify such Pilot by certified mail, return receipt requested (with copies to the MEC Chairman, Director of Flight Operations and Personnel Department) that they are delinquent in the payment of the Arrangement Plan dues. The letter will also notify the Pilot that they will remit the required payment within a period of fifteen (15) days or such Pilot shall be discharged in accordance with section 21-A-2 above of this Agreement.

**21-B-5** During the life of this Agreement, the Company will provide to the Association a statement setting forth each Pilot's annual income subject to Association dues, such statement to be provided to the Association within forty-five (45) days of the end of the calendar year.

**21-B-6** During the life of the Agreement, the Company will provide to the MEC Chairman or their designee, not later than the 23<sup>rd</sup> day of each month, a statement setting forth each Pilot's full name, address of record with the Company, telephone number of record with the Company, Social Security number, date of hire, employee number, status (Captain, First Officer) and equipment, Domicile, whether on active duty or leave of absence, and termination dates.

**21-C CHECK-OFF FORM ASSIGNMENT AND AUTHORIZATION FOR CHECK-OFF OF ASSOCIATION DUES AND ASSESSMENTS**

TO: Mesa Air Group

I, \_\_\_\_\_, hereby authorize and direct Mesa Air Group to deduct from my pay such monthly dues and/or assessments as are now or may hereafter be established in accordance with the Constitution and By Laws of the Association, in an amount equal to such dues, for remittance to the Air Line Pilots Association, International. I agree that this authorization will be irrevocable for one (1) year from the date heretofore or until termination of the check-off agreement between Mesa Air Group and the Association, whichever occurs sooner. If the check-off agreement is terminated, the authorization will be automatically terminated. In the absence of a termination of the check-off agreement, this authorization may be revoked effective as of any anniversary date of the signing hereof by written notice given by me to Mesa Air Group and the Association by registered mail, return receipt requested, during the ten (10) days immediately preceding any such anniversary date.

Amount to be deducted each month: \_\_\_\_\_

Signature of Pilot: \_\_\_\_\_

Address of Pilot: \_\_\_\_\_

\_\_\_\_\_

Membership Number: \_\_\_\_\_

Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

## **Section 22 – General**

### **22-A Commuter Policy**

- 22-A-1** This policy is intended to facilitate a commuting pilot's ability to travel to duty and provide notice to the Company as soon as possible that a trip may require alternate coverage if circumstances prevent the pilot from reporting for duty as scheduled.
- 22-A-2** A commuting pilot is expected to report for duty adequately rested and in a timely manner. The following provisions are not intended to relieve a pilot of that responsibility.
- 22-A-3** A pilot who is unable to report for duty because of delays or cancellations related to unforeseen flight schedule disruptions or the unanticipated lack of non-revenue seats will notify Crew Scheduling as soon as possible and follow the requirements outlined below. If all of the requirements listed below are met, the pilot shall not be subject to disciplinary action as a result of their inability to report on time nor will such missed trips be used to assess or support discipline in the future.
- 22-A-4** A pilot may use this commuter clause four (4) times in any rolling 12 months with the option for additional time(s) with the approval of the Vice President of Flight Operations.
- 22-A-5** The Vice President of Flight Operations or their designee may waive any of the above provisions if in their opinion the pilot has demonstrated a good faith attempt to get to get to work.

### **22-A-6 Listing for Travel**

- 22-A-6-a** A pilot commuting to duty must be listed in an airline computer reservation system on flights that the commuting pilot plans to use to travel to duty. A pilot must list primary and backup flights for travel that are scheduled to arrive at the airport where they are assigned to commence their trip no later than 30 minutes prior to the scheduled report time for duty.
- 22-A-6-b** A pilot may use jumpseat privileges for primary and back-up flights on which they are listed.

**22-A-6-c** The Vice President of Flight Operations or their designee may waive any of the above requirements if in their opinion the pilot has demonstrated a good faith attempt to get to work.

**22-A-7      Travel Procedures**

**22-A-7-a** As soon as a commuting pilot becomes aware that they will not be able to report for duty as scheduled because of flight delays, cancellations or non-revenue seat availability, they will contact Crew Scheduling immediately and make every effort to report to the location where they were scheduled to begin their trip.

**22-A-7-b** If due to delays enroute a pilot is unable to contact Crew Scheduling, the pilot will still be eligible to use this policy.

**22-A-7-c** The pilot will make every effort to report to the location at which they were scheduled to begin the trip as soon as possible following the flight cancellation or delay.

**22-A-8      Reassignment Following a Missed Report Time**

**22-A-8-a** If the pilot's trip returns to their domicile, Crew Scheduling will place the pilot on their original trip as soon as practical.

**22-A-8-b** If the pilot's original trip does not return to their domicile, they may:

**22-A-8-b-(1)** By mutual agreement between the pilot and SOC pick up their trip out of domicile at the pilot's own expense, or;

**22-A-8-b-(2)** By mutual agreement between the pilot and SOC the pilot may pick up open time.

**22-A-8-b-(3)** By mutual agreement between the pilot and SOC the pilot may be placed on reserve.

**22-A-8-b-(4)** By mutual agreement between the pilot and SOC the pilot may be reassigned any flight.

**22-A-9** A pilot who is unavailable for duty after having complied with the requirements of this Section 22 will not be paid for the portions of their original trip not flown. The pilot's minimum monthly guarantee or line guarantee will be reduced by an amount equal to the scheduled flight time for the portions of the trip missed. However, if a pilot is reassigned per this agreement, the pilot will be paid the value of the reassignment per this Agreement.

**22-A-10 737 Cargo Operations Travel to and from Base**

**22-A-10-a** The Company will pay a monthly stipend amount of \$200 to each 737 pilot for the purpose of obtaining travel from the pilot's home base airport to the location of the start of their trip and back to their home base airport upon conclusion of their trip.

**22-A-10-b** A pilot's home base airport will be defined as any airport that is serviced by a regional aircraft or larger, provided the airport is located within the continental United States or Canada with commercial service providing at least two daily commercial flights to comply with the commuter policy.

**22-A-10-c** A pilot who is willing to relocate to the CVG domicile (or any future domicile of the 737 cargo operation) shall receive moving expenses as if they were displaced in accordance with Section 5-1 of the PWA.

**22-A-10-d** Pilots awarded and operating the 737 who are unable to make their show time shall adhere to the commuter policy.

**22-A-10-e** Pilots will be provided transportation to and from the main terminal to the cargo operation facility for the purpose of commuting, if not already provided by the airport.

**22-B Association Bulletin Board**

**22-B-1** The Company agrees to allow a locked bulletin board at each hub for the use of the Association for posting matters relating to Association meetings and other Association matters. No notice posted on such board shall contain derogatory or inflammatory material with respect to the Company or its employees. The Association shall provide the Vice President of Flight Operations or their designee with a copy of all items to be posted no later than twenty-four (24) hours before posting. Should the company object to the posting of the material it shall immediately notify the Association.

- 22-C** All orders to pilots involving a change in base assignment, promotions, demotions, furloughs and leaves of absence will be stated in writing and delivered electronically.
- 22-D** Unless precluded by time constraints, all changes or amendments of a permanent nature issued by the Company to current aircraft flight manuals, pilots operating manuals, and aircraft checklists affecting flight operations will be furnished to the Mesa Air Group Pilots' Safety Committee prior to incorporation.
- 22-E** The Company will make available to each pilot a complete and up-to-date copy of FAR's (61, 91, 117, 121) and any other applicable FAR's.
- 22-F** A pilot requested by the Company to participate in an aircraft accident investigation involving Company aircraft and pilots will do so without loss of pay.



- 22-G** A personnel file(s) shall be maintained on each pilot in the employ of the Company and shall contain all progress reports, all written orders issued to them effecting a change of station or status, copies of all reports and orders issued concerning their pilot status, all records of practice, training and flight checks, including grades received on all examination and any other supervisory reports involving said pilot. All files maintained by the Company on a pilot will be open for their inspection in conjunction with an official of the Company. Nothing will be placed in a pilot's file(s) of a derogatory nature unless a copy of same is given to the pilot. Anything of a derogatory nature to the pilot contained in their files longer than twenty-four (24) months will not be used in any future disciplinary action by the Company unless subject to a conditional letter of employment or settlement agreement to the contrary.
- 22-H** A pilot will not be **fined or** required to pay for any damage to any equipment operated in the service of the Company unless intentionally caused by the pilot.
- 22-I** The Company will provide space available transportation over its routes for up to two (2) Association staff representatives for the purpose of conducting business with the Company subject to appropriate governmental approval.
- 22-J** A pilot will not be required to pay for the use of any equipment required for training or equipment used in scheduled operations, e.g., Jeppesen subscriptions, WAC charts, Jeppesen manuals, flashlights, fuel strainers or Company manuals, unless lost or damaged due to pilot negligence.
- 22-K** The Company will provide each pilot with a copy of this Agreement in such format as has been mutually agreed upon with the Association.
- 22-L** The Company will supply, at no cost to the pilot, an identification card. This card remains Company property and will be returned to the Company upon termination. Nominal fees will be charged for lost cards.
- 22-M** The Company will continue to maintain adequate insurance against claims for property damage and personal injury liability in such amounts and covering such risks so that the protection afforded is not less than that which would customarily be maintained for properties of a similar character by companies engaged in a similar business and which covers pilots acting within the scope of their duties with the Company.

- 22-N** Concurrent with property management covenants and availability, the Company shall provide crew lounges for flight crews, at all locations where the Company performs hub operations. The Company agrees to meet with the Association to discuss crew lounge amenities.
- 22-O** The Company will provide bottled water for crew members on all flights on Company cargo aircraft at the domicile.
- 22-P** Pilots on the active payroll and pilots who retire from Mesa Air Group after age fifty-five (55) with ten (10) or more years of active service will be subject to the pass policies of the Company. The pass policy will also apply to the unmarried widow/widower of a pilot who dies while employed by the Company, and to the dependent children of the pilot and such unmarried widow/widower.
- 22-Q** Cockpit jump seat privileges will be afforded in accordance with Company policy.
- 22-R** The provisions of this Agreement will apply equally to all employees covered by this Agreement regardless of race, color, religion, **gender, gender identity**, national origin or age.
- 22-S** No pilot will be required to notify the Company of their whereabouts on their scheduled days off.
- 22-T** The company will provide a list of hotels that the pilots will use for overnights per section 5-B-4. This list shall be updated monthly prior to the last day of the preceding bid period.
- 22-U** The Company will offer guaranteed interviews to pilot applicants from other ALPA carriers.

## **Section 23 – Vacancies**

**23-A** It is the responsibility of the Company to provide adequate numbers of Pilots (including reserves) to cover Scheduled Flight Time, vacations, training, and known leave.

### **23-B Permanent Vacancies**

**23-B-1** A Permanent Vacancy will be any vacancy in Status and Equipment, which is anticipated to exist for more than **120 Days**.

**23-B-2** The Company will maintain a permanent bid file for the purpose of filling Permanent Vacancies or determining displacements.

**23-B-3** All Pilots must submit Standing / Displacement Bids indicating preferences for all Status, Equipment, and Domicile. Standing / Displacement Bids will be submitted to the Company, electronically or by certified mail. The Company will confirm receipt of the Standing Bid electronically.

**23-B-4** Each training opportunity will be specific as to Equipment, Status and Domicile and will be awarded to the qualified senior eligible Pilot based on the preferences indicated by the time and date stamp of the initial Bid Award. The Standing/ Displacement Bid file will be updated and made available electronically at the end of each quarter.

**23-B-5** The Company will announce electronically three (3) days prior to awarding a bid that a Bid Award will be run. Vacancies in new Domiciles (i.e. Domiciles not opened as of the date of execution of this Agreement) will be posted and indicate a bid closing time and date which will not be less than ten (10) days after posting. This notice provision may be reduced for business necessity but in no event shall notice be less than seven (7) days. Pilots are responsible to ensure that their Standing / Displacement Bids accurately reflect their preferences. Pilots will not be allowed to decline Standing / Displacement Bid Awards, with the exception that the Chief Pilot's office may review hardship cases.

**23-B-5-a** Except in the event of a new Domicile or new Equipment award, the Company will post a preliminary award sheet concurrent with the bid announcement that indicates the expected results of the final award based upon the Standing Bid preferences on file at that time.

**23-B-5-b** In the event of a new Domicile or new Equipment award the Company will post a preliminary award sheet within 24 hours of the bid announcement that indicates the expected results of the final award based upon the Standing Bid preferences on file at that time.

**23-B-6** If no bids or insufficient bids are on file indicating a preference for Domicile vacancies, training opportunities or Displacement preferences the following procedures will apply:

**23-B-6-a** For Domicile bids; the junior Pilot, system wide in Status and Equipment, will be assigned.

**23-B-6-b** Vacancies may be filled by a new hire Pilot or through assignment of a junior qualified Pilot system-wide, at Company discretion.

**23-B-7** New hire Pilots may be subject to a three (3) month Domicile lock upon release from training. Following the three months, the Pilot may bid and be awarded a different Domicile based on their Standing Bid as provided for herein. The Company may waive this provision at their discretion.

**23-B-8** Current CRJ or ERJ Captains will not be allowed to bid into 737 Cargo Operations First Officer positions until twenty-one (21) first officer vacancies have been filled in accordance with LOA (TBD).

**23-B-9** First Officers in the 737 can upgrade into any Captain position when eligible, even if the pay rate is lower than they are currently earning once they have completed the 36-month equipment commitment.

## **23-C Equipment Transfer Rights**

**23-C-1** On January 1st of each year, a number equaling one percent (1%) of the total Pilot group shall be able to bid from

one aircraft type to another, rounded up to the next whole number.

**23-C-1-a** Only Captains will be allowed to transfer Equipment with the exception of the restriction of LOA (TBD).

**23-C-1-b** All awards shall be made in Seniority order from bids on file on each January 1.

**23-C-1-c** The amount of Captain transfer vacancies created above will go into a pool. Any transfer slots remaining on December 31 each year will roll over to the next year and unless used will never expire.

**23-C-1-d** Each vacancy bid will contain up to twenty percent (20%) transfer Captain vacancies.

**23-C-1-d-(1)** E.g., If there are 1200 Pilots on property on January 1, then 12 transfer vacancies will be added to the pool. If the current pool contains twelve (12) Pilots, twelve (12) additional transfer vacancies would be added, bringing the total transfer vacancy slots up to twenty-four (24). Therefore, if a vacancy bid of ten (10) slots comes available, 2 slots (twenty percent (20%) of vacancy bid) from the "Transfer Pool" will be used and twenty-two (22) slots would now remain for future transfers.

**23-C-1-e** The requirements for this Equipment transfer are: a thirty-six (36) month Equipment Commitment and the execution of a one-year training agreement in accordance with the provisions set forth in Section 11-I-1.

**23-C-1-f** Mesa pilots who are awarded a 737 position will have the ability to bid back into the CRJ or ERJ Captain position after a 36-month equipment commitment and a one (1) year training note.

**23-C-2** A Pilot who is awarded/assigned a Permanent Vacancy which requires them to move from one Domicile to another will be given no less than seven (7) days' notice of their change of assignment.

**23-C-3** Pilots will be paid at the new pay status effective upon Proficiency Check.

## **23-D Displacement**

**23-D-1** When a reduction in the number of permanent positions takes place, the Company will notify all Pilots. The Company will post the anticipated number of Displacements including the Status, Equipment and Domicile. Said Displacement posting will indicate a bid closing time and date which will not be less than seven (7) days after posting.

**23-D-2** Pilots in the positions affected may be voluntarily displaced in their order of preference in accordance with their system Seniority. Pilots wishing to be voluntarily displaced shall so indicate on a Standing/Displacement Bid form. If a Pilot so indicates, they are stating they wish to have their Displacement preferences processed in Seniority order prior to the process of reverse Seniority order Displacements.

**23-D-3** A voluntarily displaced Pilot will have the same vacancy and/or Displacement rights as the Pilot who would have been displaced, including, but not limited to, Section 5 "Expenses" and the provisions of this section. The most senior volunteer will use the most senior displaced-Pilot's rights.

**23-D-4** The Company will award voluntary Displacements first. If reductions still remain, Pilots will be involuntarily displaced in reverse Seniority order.

**23-D-5** If the 737 cargo operation should cease or a reduction in flying occur, all 737 Pilot(s) will be guaranteed permanent positions which will be awarded based on seniority. No passenger-operation's pilots will be displaced or furloughed due to the reduction in 737 Cargo flying.

**23-D-6 Displaced from Domicile**

**23-D-6-a** A Pilot will be considered displaced from their Domicile when they can no longer hold a position in that Domicile in their Status and Equipment, but they can hold a position in that Status and Equipment system wide. When a Pilot is displaced from their Domicile as the result of a reduction or geographic relocation of Pilot positions(s) they will have the following options in accordance with their Seniority:

**23-D-6-a-(1)** Remain or return to (for up to 6 months) their current Domicile in any Status or Equipment; or

**23-D-6-a-(2)** Occupy any position in their same Status and

Equipment.

**23-D-6-a-(3)** Pilots displacing under Section 23-D-6-a above and Pilots in that same Status and Equipment with Standing / Displacement Bids for that Status and Equipment will be awarded or assigned concurrently, in order of Seniority. Only after those Pilots in the same Status and Equipment are awarded or assigned their positions will any remaining vacancies be awarded to Pilots who require training for the vacancy.

### **23-D-7 Displaced from Status or Equipment**

**23-D-7-a** A Pilot displaced from their Status or Equipment will be entitled to displace any Pilot in any Status or Equipment in accordance with their Seniority, provided they are able successfully to complete the training for that Status. Such Pilot will be paid at the new pay status retroactive to the date of Displacement upon successful completion of training. If the new pay status is lower, it shall become effective on the date of Displacement.

**23-D-7-b** A Pilot displaced from their Equipment due to a one for one substitution of equal paying Equipment at their Domicile, may, at the Pilot's option, regardless of Seniority, transition into the new Equipment. This Section is not applicable where the substitution is due solely to a swap of aircraft between Domiciles.

### **23-E Temporary Vacancies (TDY)**

**23-E-1** A Temporary Vacancy (TDY) will be any vacancy which is anticipated to exist for more than fourteen (14) days and less than 121 days. Such vacancies will be filled in accordance with Seniority as follows:

**23-E-1-a** The Temporary Vacancy will be offered to qualified, "available" Pilots system wide; however, if a Temporary Vacancy award would cause the Pilot's Domicile to be inadequately staffed including reserves, such that a Temporary Vacancy is created in that Domicile, that Pilot will not be considered "available" for bidding a Temporary Vacancy.

**23-E-1-b** If no qualified Pilots system-wide bid the Temporary Vacancy, then the junior qualified Pilot may be assigned to

the Vacancy.

**23-E-1-c** For the purpose of this Section, "qualified" shall mean currency in the Status and Equipment.

**23-E-2** The Company will post Temporary Vacancies for no less than three (3) days.

**23-E-3** A Pilot filling a Temporary Vacancy away from their permanent Domicile will be paid an expense allowance in accordance with Section 5-A, 5-B, and 5-C of this Agreement, for the duration of the Temporary Vacancy.

**23-E-4** A Pilot holding a Temporary Vacancy, in excess of seven (7) days away from their Domicile, by mutual agreement, will be permitted to drive their car to and from that duty assignment and be reimbursed for mileage at the then applicable United States Government CONUS mileage rates based on the shortest mileage between those two points, upon documentation of having driven their car to and from the assignment. At the option of the Company, the Pilot will be provided a rental car. Such rental car will be at Company expense.

**23-E-5** In the event of Displacement, temporary bid holders or assignees will be displaced from their temporary Domicile prior to permanent line holders at that Domicile, irrespective of their Seniority.

**23-E-6** In accordance with this agreement, a Pilot holding a Temporary Vacancy will be entitled to bid a schedule at the Domicile to which they are temporarily assigned, in accordance with their Seniority. Temporary Vacancies awarded/assigned after Rosters have been distributed will be assigned Uncovered Flying and / or reserve days.

**23-E-7** A Pilot cannot bid Temporary Vacancies in a month which that Pilot has a scheduled vacation.

## **23-F Vacation Conflicts**

When a Pilot is required to attend training as the result of an awarded or assigned bid, and that training coincides with the Pilot's scheduled vacation, the Pilot will be permitted to reschedule their vacation, in accordance with this agreement.

## **23-G Domicile Trading**



**23-G-1** Pilots in the same Equipment and Status may trade Domiciles if both Pilots hold the same Equipment and Status on the most recent System Bid Award. The Pilot must be qualified and current in the Equipment flown in the Domicile. Once awarded Domicile trade awards are final.

- 23-G-2** The proposed Domicile trade must be posted on an electronic or similar means provided by the Association not later than the first (1<sup>st</sup>) day of the calendar month prior to the effective date of the proposed trade and shall be posted for **nine (9)** calendar days prior to the proposed effective date of the trade. The trade will be deemed approved after **nine (9)** days if there are no valid objections. Approved trades will be forwarded by the Association to Standing Bids by the **ninth (9<sup>th</sup>)** of the applicable month for processing.
- 23-G-3** An objection to a proposed Domicile trade will be considered valid if such objection is submitted by a Pilot whose Seniority is between the Seniority of the two Pilots proposing to trade.
- 23-G-4** The Chairman of the Association's MAG Master Executive Council will review any objections filed pertaining to any proposed Domicile trade. The decision of the Chairman as to the validity of any objection shall be final and binding.
- 23-G-5** The Company shall not be liable for any additional costs resulting from any Domicile trade under this Section. Pilots will be responsible for any manuals required for a Domicile.
- 23-G-6** No two (2) Pilots will be permitted to trade Domiciles with each other for more than **five (5)** Bid Periods in any one (1) calendar year. Domicile trades will be awarded bid by bid.

## **23-H      Equipment Commitments**

- 23-H-1** No Equipment commitments exist for First Officers; however, a First Officer shall only be allowed to bid into a higher paying Status. This provision does not apply to pilots pursuant to LOA (TBD). After the 21 new hire pilot vacancies have been filled for the 737 cargo operation all subsequent first officers will be then be allowed to bid into higher paying Status per 23-B-4 above and will be restricted from bidding back to the CRJ or ERJ Captain position for a period of thirty-six (36) months.
- 23-H-2** Upon successful completion of training, such Pilot will be restricted from bidding any other Status for a period of thirty-six (36) months for Captains. Upon completion of such commitment, Captains will only be allowed to transfer Equipment based on the provisions in the Equipment transfer provision (See Section 23-C above).
- 23-H-3** New-hire Pilots assigned Captain positions will be restricted from bidding any other Status for a period of thirty-six (36) months.

Upon completion of such commitment, Captains will only be allowed to transfer Equipment based on the provisions in the Equipment transfer provision (See Section 23-C above)

**23-H-4** A displaced Pilot, including any Pilot who is voluntarily displaced, will be subject to any Equipment commitment remaining on a previous Equipment commitment, but will not assume a new Equipment commitment obligation.

**23-H-5** The Company may waive Equipment commitments at any time, provided such waiver is in Seniority order in the applicable Equipment type.

### **23-H-6 Common Fleet Types**

**23-H-6-a** Should the Company operate less than 3 aircraft fleet (which has several derivatives of a common fleet type), not all Pilots will need to be qualified to fly those aircraft.

**23-H-6-b** Should the Company wish to operate a fleet of 3 or more aircraft (which has several derivatives of a common fleet type), the Company and the Association agree to meet and discuss the growth plan.

### **23-I Certificate Lock**

**23-I-1** In the event that Mesa Air Group acquires or initiates an Air Carrier Operating Certificate other than the MASA 036A, the parties will meet and negotiate the terms and conditions of a certificate lock including and/or other restrictions or accommodations at the request of either party.

### **23-J Training or award Holdback pay protection**

**23-J-1** The Company may Holdback Pilots from training events or awards.

**23-J-2** Pilots who are held back will be compensated on a 1-for-1 basis.

**23-J-2-a** Example: There are 10 E175 Captain Vacancies. The Company chooses to not allow E175 First Officers to enter Upgrade Training. 5 CRJ First Officers who are very junior are allowed to enter E175 training. Due to the 1-for-1 language, only the 5 most senior E175 First Officers that bid for and are qualified for the Vacancies will be compensated immediately. Not ALL of the E175 First Officers that were bypassed would be eligible based on the size of the class awarded.

**23-J-3** Pilots who are held back but are not eligible for the 1-for-1 compensation will either be trained for the Status or compensated at the applicable pay rate for the Status at 120 days after the initial class date of the Holdback.

**23-J-3-a** Example: There are 10 E175 Captain Vacancies. The Company chooses to not allow E175 First Officers to enter training. 5 CRJ First Officers who are very junior are allowed to enter training. In this example, under this section, ALL E175 First Officers that did not qualify for 1-for-1 compensation above but did bid for and are qualified and have the seniority to hold the Vacancies will be compensated or trained in the aircraft 120 days from the class date.

**23-J-4** In the event of a reduction in the Pilot workforce Holdback pay protection as outlined in Section 23-J-2 above shall apply to out of Seniority downgrade to a lower Status.

## Section 24 – Insurance and Benefits

### 24-A Insurance

**24-A-1** The Company shall provide the Pilots covered by this Agreement, and their eligible dependents, the opportunity to be covered by a Medical Plan, Prescription Drug Program, Dental Plan, Vision Plan, and an Optional Life Insurance Plan. A Flexible Spending Account Program, Basic Life Insurance, AD&D coverage, Short-term Disability Plan, and a Long-term Disability Plan will also be available.

**24-A-2** It is agreed and understood between the parties that all insurance benefits (life, hospital, medical, etc.) which are presently or hereafter made available to any other Company employees, will be made available on the same terms to Pilots covered by this Agreement. Should any improvements in the current policies be offered to other employee groups within the Company, the improvements will be offered to the Pilots. Should it be necessary to negotiate benefit changes (e.g., increasing deductibles or co pay) with the insurance carrier(s), the Company will notify the Association and provide an opportunity to discuss such changes prior to any changes.

### 24-A-3 Value A and Value B Medical Contributions

**24-A-3-a** Monthly Medical Premium Allocation for the Value A and Value B options effective Jan 1 ,2023:

	Employee Contribution	Company Contribution
Employee only	35%	65%
Employee plus Spouse	50%	50%
Employee plus Children	50%	50%
Family	50%	50%

### 24-B 401(k) Plan

**24-B-1** The Company will offer, and Pilots may participate in, a 401(k) plan (the “401(k) Plan”). The 401(k) Plan shall not be terminated or discontinued for the Pilots, unless the termination or

discontinuation is mandated by law. In such case, the parties will promptly meet and confer for the purpose of making any adjustments necessary to comply with the law.

**24-B-2** Upon completion of one year of service, The Company shall make matching employer contributions to the 401(k) Plan on behalf of each eligible Pilot who makes salary deferral contributions to the 401(k) Plan. The Company's matching contribution shall be in an amount equal to a percentage of each Pilot's regular wages (excluding bonuses), based on the amount of salary deferral contributions made by the Pilot in accordance with the following schedule:

<b>Pilot Longevity</b>	<b>Pilot Contribution</b>	<b>Company Contribution</b>
Up to 9 years	Up to 6%	50%
10 years or more	Up to 10%	50%

**24-B-3** The 401(k) Plan as it applies to Pilots shall maintain Company vesting provisions no less favorable than the following:

<b>Years of Service</b>	<b>Extent of Vested Interest</b>
After 1 year	25%
After 2 years	50%
After 3 years	75%
After 4 years	100%

**24-B-4** All matching contributions shall be subject to limitations imposed by law.

**24-B-5** The maximum annual dollar limitation on salary reduction contributions to the 401(k) Plan shall not be less than the maximum annual amount allowed by law.

**24-C      New or Improved Benefits**

**24-C-1** In the event that any new or improved 401(k) Plan benefits are provided to any other Mesa employee, said benefit(s) will be made available under the same terms and conditions to the Pilots.

**24-D      Employee Stock Bonus Plan**

**24-D-1** It is agreed and understood that if an Employee Stock Bonus Plan is made available to any other Company employees it will also be made available, on the same terms, to Pilots covered by this Agreement.

**24-E Employee Flexible Spending Plan**

**24-E-1** It is agreed and understood that the Employee Flexible Spending Plan, which is presently or hereafter made available to any other Company employees, will be made available on the same terms to Pilots covered by this Agreement.

**24-F Short Term Disability/ Long Term Disability Information**

**24-F-1** Information on current plan provisions can be found on the Mesa Employee Portal under the Human Resources page.

## **Section 25 – International Operations**

### **25-A Worker's Compensation Benefits**

**25-A-1** A Pilot will be provided worker's compensation benefits in amounts not less than those prescribed in the Longshoremen's and Harbor Worker's Compensation Act, as amended, or the Worker's Compensation Law of the state having jurisdiction, whichever Act provides the higher benefits. The monetary benefits so paid will be in addition to any monetary benefits paid under this agreement.

### **25-B Missing Pilots**

**25-B-1** A Pilot will be paid their guarantee if, while engaged in International Operations, they:

**25-B-1-a** Becomes missing,

**25-B-1-b** Is held as a prisoner or hostage of war, or

**25-B-1-c** Is held for any reason in the performance of their required flight or ground duties.

**25-B-2** Such pay will continue until the earlier of the following:

**25-B-2-a** The expiration of this Agreement,

**25-B-2-b** The Pilot's death, or

**25-B-2-c** The establishment of a reasonable presumption of the Pilot's death.

**25-B-3** A missing Pilot will maintain and continue to accrue Seniority, Longevity and benefits.

**25-B-4** The Company will pay or cause to be paid the death benefits under this Agreement., if:

**25-B-4-a** After 24 months;

**25-B-4-b** The Pilot's death is established or

**25-B-4-c** The establishment of a reasonable presumption of the Pilot's death.

### **25-C Benefit Assignments**



**25-C-1** The monthly compensation allowance under Section 25-A. and 25-B to a Pilot who is missing will be:

**25-C-1-a** Credited to the Pilot, and

**25-C-1-b** Disbursed by the Company in accordance with the Pilot's written direction.

**25-C-2** Prior to engaging in International Operations, a Pilot may execute and deliver to the Company, written direction in the following form:

To Mesa Airlines, Inc.:

*In the event I become missing or am held as a prisoner of war or hostage or held for any other reason while engaged in International Operations for Mesa Airlines, you are hereby instructed to pay all monthly compensation allowable to me as follows:*

*\$ \_\_\_\_\_ per month (or \_\_\_\_\_% per month) to  
(name(s)) \_\_\_\_\_ (address)  
\_\_\_\_\_, as long as designee is living,  
and thereafter to (name(s)) \_\_\_\_\_, (address)  
\_\_\_\_\_ as long as designee is*

*living. The balance, if any, and any amounts accruing after the death of all persons named in the above designations will be held for me, or, in the event of my death while missing or held, will be paid to the legal representative of my estate. I may modify the foregoing written direction from time to time by submitting a new written direction, and any such modification will become effective upon receipt of such written direction by you. Payments made by the Company pursuant to this written direction will fully release the Company from further obligations with respect to such payments.*

\_\_\_\_\_  
*Pilot's Printed Name and Employee Number*

\_\_\_\_\_  
*(Pilot's Signature) (Date)*

**25-C-3** Any payments due to any Pilot under Section 25 which are not covered by a written direction under 25-C-2 will be held by the Company for such Pilot and, in the event of their death, will be paid to the legal representative of their estate.

**25-D International Flying Optimization Team (IFOT)**

- 25-D-1** The IFOT will meet immediately upon signing this document to establish protocols for existing International Operations.
- 25-D-2** The Company will notify the Association when it begins consideration of new routes to international destinations that:
- 25-D-2-a** Involve scheduled operations in areas where the Company has not conducted operations (i.e., new city pairs).
- 25-D-2-b** To allow adequate consideration of these changes, no operations listed above should occur earlier than 150 days after such notification.
- 25-D-2-c** This Section is not intended to apply to charter operations
- 25-D-3** An International Flying Optimization Team (IFOT) will be formed within 14 days of the Company's notification to the Association of its intent to conduct International Operations. The IFOT will be comprised of three members appointed by the Company and three members appointed by the Association. The IFOT's mission will be to make recommendations on how best to conduct the new operation(s) as well as any changes to this Agreement that may be necessary to conduct the new operation(s).
- 25-D-4** The IFOT will convene for a period not to exceed 60 days to exchange information and ideas, explore alternatives and make its recommendations. This period may be extended by mutual agreement. The IFOT will be provided information on the new routes or operations for their consideration. This information will include, but not be limited to, flight plans, hotels, transportation, security arrangements, duty periods, rotations, aircraft limitations, bilateral agreements, Company communications with the FAA concerning subject routes, health requirements, safety concerns, etc.
- 25-D-5** The IFOT will submit its recommendations (joint and/or separate) to each Negotiating Committee. Within ten days of the submission of the IFOT recommendations, the Committees will meet to consider such recommendations. If required, further negotiations will be conducted in a prompt manner by both parties with the intent to conclude the negotiations within 30 days of the report by the IFOT to the Negotiating Committee.

## **Section 26 – Safety Programs**

### **26-A Safety Program Integration**

**26-A-1** The Partnership Safety Programs covered by this Section are:

**26-A-1-a** Aviation Safety Action Program (“ASAP”); and

**26-A-1-b** Flight Operations Quality Assurance (“FOQA”); and

**26-A-1-c** Human Intervention Motivation Study (“HIMS”) Program

**26-A-2** These programs produce data and information that may be sensitive in nature to both the Company and the Association. This Section sets forth the agreement between the Company and the Association regarding how the above-mentioned programs, as well as Flight Data Recorders, Voice Recorders, and the ALPA Central Air Safety Committee, may be integrated to allow a more comprehensive assessment of the entire operation.

### **26-B Administration of Data/Information**

**26-B-1** To effectively manage threats to safety, the parties have adopted a Safety Management System (“SMS”). This system seeks to mitigate risk through threat risk assessments and analysis of collected data, followed by corrective actions, and subsequent reassessments. The basic premise of SMS is acceptance of safety principles and collaboration with parties at all levels of the Company.

**26-B-2** Data collected for the programs described in this Section shall be used to enhance the safety, comfort, reliability, and efficiency of flight operations.

**26-B-3** Data collected for the programs described in this Section shall not be used by any party for the purpose of discipline or action against any individual or entity. Any restrictions regarding the use of this data shall be defined within this Section.

**26-B-4** The administration of data and response to information requests in the above-mentioned programs shall be handled by the person or committee designated in each of the programs. Consensus must be reached between the Company and the designated person or committee to grant any information requests, except that the Company may provide such information unilaterally in response to a subpoena or other compulsory legal process, in response to a request from a government agency.

## **26-C Data Collected from Data Recorders**

**26-C-1** This list includes Cockpit Voice Recorder (CVR), Identifying Data, Identified Data, De-Identified Data, Flight Data Recorder, and Information.

### **26-C-2 Cockpit Voice Recorders**

**26-C-2-a** Data from a CVR shall only be removed from an aircraft following an accident, incident, or in accordance with law, regulation or court order, or legally binding directives of responsible government agencies.

### **26-C-3 Use of Data**

**26-C-3-a** Except as otherwise provided herein, Information shall be used strictly 1) for engineering analysis, 2) in conjunction with the investigation of an accident, incident, or 3) for standard FOQA Program information sharing and use.

**26-C-3-b** A Pilot, and/or their representative if desired, shall be allowed to review Information retrieved by the Company from their flight unless restricted by statute.

**26-C-3-c** Recorded Data or Information shall not be used by the Company in any legal or administrative proceeding (including any Grievance or System Board of Adjustment proceeding) against a Pilot(s) involving discipline, discharge, nor shall it be used by the Company to investigate or initiate discipline, or against the Association in any legal or administrative proceeding. The Company shall not use Information to monitor individual performance or compliance with policy, legally binding directives, or regulations. Current routine uses of ACARS data may be continued.

**26-C-4 General**

**26-C-4-a** The Company shall notify the Association of any installations on aircraft or flight simulators of Data Recorders or other recording devices or methods.

**26-C-4-b** Except as required by law, regulation, court order or legally binding directives of responsible government agencies, neither the Company nor the Association shall release any Information to a third party without the express written consent of the other party.

**26-D Aviation Safety Action Program**

**26-D-1** The Aviation Safety Action Program (ASAP) is the result of an agreement between the Company, the Association and the Federal Aviation Administration (FAA) based on FAA AC 120-66C and which was codified in a Memorandum of Understanding (MOU) dated XXX XX, 2022 or as amended, which is not part of the PWA.

**26-D-2** ASAP reports will be de-identified so that no person other than the ASAP Program Manager and a Flight Safety investigator(s) working under the direction of the Event Review Committee (ERC) can identify the crewmembers from the ASAP report. Following acceptance of the ASAP report, and in the event the ERC determines it requires further information, the ASAP Program Manager may provide the identity of the pilot(s) to the ERC.

**26-D-3** Once submitted, an ASAP report will be accepted into or excluded from the program in accordance with the MOU.

- 26-D-4** The ERC will determine corrective action, if any, on all incidents for which an ASAP report is accepted. Such corrective action will not include discipline (e.g., letter of warning, letter of counsel, suspension). Reports that demonstrate (or raise questions regarding) a lack of qualification of a Company employee will be addressed with corrective action as recommended by the ERC. If the employee fails to complete the corrective action in a manner satisfactory to all members of the ERC, the Pilot's report will be excluded from ASAP.
- 26-D-5** After an ASAP report has been closed by the ERC, it may be used by the Company or the Association for safety purposes.
- 26-D-6** If a Pilot is removed from flight duty in order to complete a corrective action, as determined by the ERC, they will be pay protected for all such flying. However, Pilots will not receive compensation for any training activities that occur on Days Off.
- 26-D-7** The Company will not initiate disciplinary proceedings against an employee who reports an incident or occurrence to the ASAP program, provided that the report is accepted by the ERC as per their guidelines as stated in the MOU. This shall not prevent the Company from initiating disciplinary proceedings against an employee arising out of an incident or occurrence that the Company learns about independently, regardless of whether the incident or occurrence was the subject of a report accepted into the ASAP program. Neither the written ASAP report nor the content of the written ASAP report will be used to initiate or support any Company disciplinary action.

#### **26-D-8 ERC Pay Credit**

**26-D-8-a** Monthly meetings of the ERC will be pre-scheduled. For PBS purposes a monthly ERC meeting shall be treated as a planned absence for the ALPA ERC members. The ALPA ERC members will be credited with the standard ALPA partial drop rate, of which the Company will cover 4 hours, at the Pilot's applicable hourly pay rate for the monthly ERC meeting.

**26-D-8-b** If additional meetings are required, the ALPA ERC members will be credited the greater of the standard ALPA partial drop rate, of which the Company will cover 4 hours, or the credit for the trip missed. ,

**26-D-8-c** Flight pay loss under this Section will be credited toward the individual Pilot's guarantee.

**26-E Flight Operations Quality Assurance Program ("FOQA")**

**26-E-1** The parties agree to operate a Flight Operations Quality Assurance Program ("FOQA") as outlined in 14 CFR part 13, section 13.401

**26-E-1-a Key Terms:**

**26-E-1-a-(1)** "FOQA Program"- A program designed to enhance flight safety through controlled analysis of recorded flight data Information, which shall be established and maintained by mutual agreement of the Company and the Association.

**26-E-1-a-(2)** "FOQA Data"- Information collected by any means for use in the FOQA Program. FOQA Data shall be used solely for the purpose of FOQA analysis.

**26-E-1-a-(3)** "FOQA Monitoring Team" or "FMT"- A committee of up to 3 Management Pilots appointed by the Company from the Flight Safety, Flight Standards and Training, and/or Flight Operations Departments, and up to 3 Pilot representatives selected by the Association.

**26-E-1-a-(4)** "Operational Exceedance Event"- An event, as determined by recorded data, that indicates that an aircraft was in a situation outside of the normal, agreed on, and Association-approved flight operations envelope tolerances.

**26-E-1-a-(5)** "Operational Routine Event"- An event, as determined by recorded data, in which an aircraft was operated in a manner consistent with mutually agreed upon tolerances, but is of statistical interest.



**26-E-1-a-(6)** "Gatekeeper Team"- The Association-appointed member of the FMT and the Company-appointed member of the FMT who will have sole access to and be able to retrieve from the computer information which would allow identification of a flight number and date for a specific FOQA event

**26-E-2 FOQA PROGRAM:**

**26-E-2-a** The design, implementation, and operation of the FOQA Program shall be by mutual agreement between the Company and the Association. Any variation from the agreed upon FOQA Program shall require the mutual agreement of the parties prior to implementation.

**26-E-2-b** The FMT shall oversee the day-to-day operations of the FOQA Program and shall establish the necessary policies and procedures to ensure compliance with the provisions of this agreement.

**26-E-2-c** The Association Gatekeeper Team member will be the only FMT members allowed to interview the Pilot(s) associated with a FOQA event; provided, however, the Company Gatekeeper Team member will be allowed to be a passive participant on all interviews. The Gatekeeper Team will not interview a Pilot unless and until the entire FMT approves the interview.

**26-E-2-d** The design of the FOQA Program shall ensure the initial confidentiality and ultimate anonymity of individual crew members.

**26-E-2-e** Either party may exercise the option to immediately suspend the FOQA Program by sending a written notification of same by email to the Company's Vice President of Safety. Following the suspension, the FMT will conduct a review of the alleged violation. The Company and the Association must agree in writing to resume the program.

**26-E-2-f** If either party believes that there has been a violation of the requirements of the FOQA Program, or the terms herein, it may immediately terminate its participation in the FOQA Program in which case all FOQA data shall be destroyed.

**26-E-2-g** At minimum, any FOQA program at the Company will monitor the exceedances listed in Appendix A, Appendix II of the FOQA Advisory Circular AC-120-82 dated April 12, 2004.

**26-E-2-h** In the event of termination of the FOQA Program, all Identifying Data and Identified Data will be destroyed.

**26-E-3 SCOPE:**

**26-E-3-a** Sufficient De-Identified Data shall be maintained to fulfill the requirements of the agreed on FOQA Program. All De-Identified Data and analyses of such data shall be made available to the parties (including the Association) upon request.

**26-E-3-b** The establishment of the limits that define an exceedance of any level shall be mutually agreed upon by both the Company and the Association. Exceedance values shall be continually evaluated and subject to periodic review by the parties, and all changes, deletions, or additions must be approved by both parties.

**26-E-3-c** Any special studies or evaluations shall require mutual agreement by Company and the Association.

**26-E-3-d** FOQA Program information (Identified or De-Identified) shall not be released to any third party except appropriate governmental agencies, or upon code share partner's request, which may be given access to De-Identified Data on Company property with approval of the FMT and the Association. (Note: Any release of information or denial of a request for access to De-Identified data will be promptly reported to the FMT.)

**26-E-4 Data Retention and Security:**

**26-E-4-a** Identifying Data shall be removed as soon as possible and shall be destroyed no later than fourteen (14) days after the date that the Company acquires the data.

- 26-E-4-b** Any employee/agent who has contact with any Identified Data used in a FOQA Program shall be prohibited from divulging any Identifying Data to any individual other than the FOQA Gatekeeper Team. In the event any employee/agent divulges any Identifying Data to any individual other than the Gatekeeper Team, such employee/agent shall immediately be removed from any participation in the FOQA Program.
- 26-E-4-c** The Company shall enter into such agreements requiring any service provider that may have possession of the information for the purposes of condensing, compiling, and summarizing the data to store the information in a manner that provides high security access control as approved by the FMT.
- 26-E-4-d** Any data recorded or collected by the Company prior to the signing of this Agreement shall not be used in the FOQA Program unless the data remains De-Identified in accordance with provisions in this section.
- 26-E-4-e** The Gatekeeper shall determine the password levels of all members of the FMT.

**26-E-5 DATA USE:**

- 26-E-5-a** The sole contact with any Pilot associated with a specific Operational Exceedance Event shall be through the Gatekeeper Team.
- 26-E-5-b** Only the Gatekeeper Team shall be able to identify the individual Pilot(s) associated with any specific data.
- 26-E-5-c** Any notes, memoranda, or other documents used by the Gatekeeper Team in any contact with any Pilot concerning a specific FOQA event shall be considered "Identified Data" for purposes of this agreement and shall be "De-Identified" and destroyed in accordance with Section 26-E-4-a above.

**26-E-5-d** At a minimum, the FOQA Program may be used to evaluate the following areas:

- Aircraft design
- Aircraft performance
- Aircraft systems performance
- Airport operational issues
- ATC system operation
- Company procedures
- Crew performance
- Meteorological issues
- Training effectiveness
- Training programs

**26-E-5-e** The Company shall not use information obtained from a FOQA Program, in whole or in part, for discipline against or discharge of a Pilot.

**26-E-5-f** The Company shall not use information from a FOQA Program to investigate alleged Pilot misconduct.

**26-E-5-g** Information obtained from a FOQA Program shall not be used as a basis, in whole or in part, to require a Pilot's submission to a non-recurrent proficiency or line check.

**26-E-5-h** Any additional areas of evaluation that the parties may desire to include in the FOQA Program must be mutually agreed on by the Company and the Association prior to implementation.

**26-E-6 FLIGHT PAY LOSS:**

**26-E-6-a** To the extent that face to face or other "in person" meetings of the FMT are required, the Company shall be responsible for the following items related to the Association FMT Members.

**26-E-6-a-(1)** Flight/Duty Release for FMT Meetings, or the addition of the meeting and required travel as a preplanned absence in the PBS bidding software.

**26-E-6-a-(2)** Positive Space Travel to and from meetings from the Pilot's domicile to the extent permitted by codeshare partner travel agreements.

**26-E-6-a-(3)** The cost of all Pilot expenses associated with the FOQA Program to include:

- Single occupancy hotel accommodations
- Per Diem
- Conference Fees
- Transportation

**26-E-6-a-(4)** Flight Pay Loss for dropped flying or duty. The Pilot shall be credited the greater of the standard ALPA partial drop rate, of which the Company will cover 4 hours, at the Pilot's applicable hourly pay rate or the credit value of flying dropped to attend the FMT meeting

## **26-F Human Intervention Motivation Study ("HIMS") Program**

**26-F-1** The role of the HIMS Program and its Committee is to assist in preventing and remediating the adverse personal career, health and psychological effects on Mesa Air Group Pilots associated with substance abuse. The HIMS Committee and the Company will meet to coordinate the assistance which will be provided to Pilots under this section.

### **26-F-2 Issue Allocation**

**26-F-2-a** A Pilot who tests positive on an alcohol or drug test administered pursuant to applicable regulations or Company policy, or who refuse to submit to such a test, may be subject to disciplinary action up to and including termination. When a potential HIMS issue comes to the Company's attention, including a positive DOT or non-DOT test, the Chief Pilot or a designee shall contact the HIMS Committee Chairperson or a designee.

### **26-F-3 Intervention**

**26-F-3-a** The necessity of an intervention will be to determine on a case-by-case basis jointly by the Company and the HIMS Committee.

**26-F-3-b** The intervention may be attended by the Chief Pilot or their designee, a representative from the Company's Human Resources Department, the HIMS Committee Chairperson, and, if the Pilot so chooses, an Association Representative.

**26-F-3-c** At the intervention, the Pilot will be provided with factual information regarding their situation, after which the Pilot may choose to voluntarily enter treatment through the HIMS program.

**26-F-3-d** If the Pilot declines to voluntarily enter treatment through the HIMS Program, the Company may send the Pilot for a fitness-for-duty examination focusing on potential substance abuse.

#### **26-F-4 Return to Work Contract**

**26-F-4-a** Every Pilot who participates in the HIMS Program is required to sign the Compliance Contract for Return to Work as found in this section. The Compliance Contract for Return to Work also will be signed by the Chief Pilot and the HIMS Committee Chairperson. The signed contract will be retained in the Pilot's personnel file. Any non-compliance with the contract will result in a meeting between the Pilot, the HIMS Chairperson, and the Chief Pilot and will be reported to the Pilot's AME and could lead to disciplinary action up to and including termination.

#### **26-F-5 Travel**

**26-F-5-a** The Company agrees that while a Pilot is participating in the HIMS Program they will provide standby travel associated with any meetings or appointments that are directly related to the Pilot's efforts to regain their medical certificate. As an example, such meetings may include appointments with their HIMS AME, psychologist, or psychiatrist.

#### **26-F-6 Email**

**26-F-6-a** A Pilot participating in the HIMS program will have access to the Company email for the purpose of communicating with the Company. The Pilot will be responsible for keeping their contract information current with the Company

#### **26-F-7 Follow-up Testing**

**26-F-7-a** During the monitoring period associated with a Pilot's participation in the HIMS Program, the Company may conduct non-DOT drug and/or alcohol screening within the Pilot's trip footprint. The Company shall be responsible for the cost of such testing.

#### **26-F-8 Relapse Policy**

**26-F-8-a** Should a Pilot who completes the HIMS Program subsequently relapse, at the Company's discretion, the Pilot may be placed on medical leave while a treatment protocol is developed with

the help of the Pilot's AME and the FAA. However, the Company retains the option to impose disciplinary action up to and including termination.

#### **26-F-9 Confidentiality**

**26-F-9-a** The HIMS Committee and the Company shall keep all matters referred to the HIMS Committee as confidential to the extent permitted by law. Once the HIMS Committee notifies the Company that a matter has been resolved, all documentation maintained by the parties regarding such matter shall be purged from their respective files in accordance with applicable law.

#### **26-F-10 Association Attendance at HIMS-Related Meetings**

**26-F-10-a** A member of the HIMS Committee shall be released in order to attend HIMS-related meetings, subject to the operational needs of the Company.

**26-F-10-b** The Company agrees to provide a Pilot released to attend HIMS-related meetings with positive space travel from their domicile to the location of the meeting, subject to the policies of the Company's code-share partners. The Pilot shall be pay protected, and the Association shall reimburse the Company for any flight pay loss associated with such pay protection.

**26-F-10-c** The HIMS Committee Chair (or a designee) and one additional HIMS Committee member designated by the Chair shall be released from flight duty once per year to attend a HIMS seminar. The Association shall reimburse the Company for any flight pay loss associated with attendance at such seminar.

#### **26-F-11 Meetings**

**26-F-11-a** A meeting shall be held upon request by either party on an annual basis or as needed to discuss, review, or update this section on HIMS as situations arise.

#### **26-F-12 Conditional Reinstatement**

**26-F-12-a** The Company may, on a case-by-case basis, provide a return-to-work opportunity for a Pilot who has a positive result on a random drug/alcohol test subject to the following conditions:

**26-F-12-a-(1)** The Pilot receives a substance abuse diagnosis after being evaluated by a Substance Abuse Professional ("SAP").

**26-F-12-a-(2)** The Pilot successfully completes an FAA-approved HIMS program and receives a special issuance medical certificate.

**26-F-12-a-(3)** The Pilot obtains all licenses, ratings, and certificates required to resume their airline pilot position.

**26-F-12-a-(4)** The Pilot receives a letter of recommendation from the HIMS Committee Chairperson.

**26-F-12-b** If the Company offers a Pilot the opportunity to return to work, the Pilot must sign a HIMS Compliance Contract for Return to Work, as well as a Conditional Letter of Employment, and comply with all of the terms contained therein for a period of two (2) years. The Pilot must also comply with all return-to-work terms, including follow-up testing, as directed by the SAP who evaluated the pilot.

**26-F-13 HIMS Compliance Contract for Return to Work below:**



## Mesa Air Group

### HIMS Compliance Contract for Return to Work

I, \_\_\_\_\_, understand that Mesa Airlines is providing me with the opportunity to resume my employment under the following conditions:

1. I agree to follow the FAA protocol under the guidance of my AME, the independent medical sponsor. I agree to follow my treatment plan and understand that it may be adjusted to fit my particular treatment recommendations. I will see my HIMS AME within the first month upon leaving treatment. I am responsible for making appointments within the framework that my AME recommends.
2. I agree to attend 90 AA or NA meetings, as applicable, within 90 days following the end of treatment and will keep a log of these meetings. This log will be turned in as part of the FAA packet. Following the 90-day period, I will attend 3-4 AA/NA meetings per week until returning to work. Once I return to work, I will attend a minimum of 2 AA/NA meetings per week.
3. I agree to have a sponsor and work through the 12-steps with that sponsor, regardless of what I had finished in treatment. I understand that frequent contact is recommended in order to develop a relationship with the sponsor.
4. I agree to find a home AA/NA group where I become known and can get to know the members.
5. I agree to attend weekly aftercare meetings until my return to work and then a minimum of 7 meetings per quarter or as specified in my special issuance requirements. If I cannot attend the required meetings, then it is my responsibility to contact the aftercare counselor and make alternate arrangements.
6. I agree to follow all treatment recommendations made by the primary treatment team, aftercare team and AME.
7. If I am unable to meet any of the above requirements, I will inform the party it pertains to and bring it to the attention of the peer monitor and AME.
8. I understand that it is my responsibility to ensure that the aftercare reports are sent to the AME. The reports will be sent monthly until I return for work, then quarterly (or as specified in my special issuance letter).
9. I agree to make an appointment to see a psychiatrist on a yearly basis or in accordance with the requirements of the special issuance and obtain the information the psychiatrist will need from me ahead of time.
10. I understand that it is my responsibility to be clear about the AME's procedures for random testing. This may include providing monthly schedules and informing the AME when I will be out of town and unavailable for tests.

11. Once I return to work, I agree to contact the Monitoring Chief Pilot within the first 5 days of each month to make arrangements for a face-to-face meeting. A video call or other similar type meeting will be an alternative only if necessary, but shall not be permitted more than two months in a row. I am responsible for my own travel unless an agreement is made with the monitoring Chief Pilot. A missed meeting without prior arrangement is considered non-compliance and will be reported to the AME.
12. I agree to contact the Peer Monitor within the first 5 days of the month and make an appointment in a manner that accommodates the Peer Monitor's schedule. This may be a video call or other similar type session if I am based somewhere other than where my Peer Monitor is located. I also agree to participate in weekly check-ins as agreed upon with the Peer Monitor. A missed or forgotten meeting is considered non-compliance and will be reported to the AME.
13. I agree to maintain complete abstinence from alcohol and drugs (other than doctor prescribed medications that are approved by my AME) unless I am in a serious medical emergency situation. I agree to immediately report any prescribed medication I am taking to my AME and my HIMS monitor. I will also disclose any over-the-counter medication to my AME.
14. I understand that I have access to the Aviation Medicine Advisory Service (AMAS) doctors who can provide guidance and a list of approved over-the-counter medications that are acceptable to consume under the HIMS program. I understand that pilots have "accidentally" taken cold remedies, which contain alcohol, and were surprised when they tested positive. In addition, I understand that it is critical that I obtain the list from my AME of things to avoid due to the sensitivity of certain tests. I understand that mouthwash, hand sanitizer and vanilla extract, for example, may show positive on a test. I also am aware that I should avoid food prepared with alcohol in restaurants because the alcohol may not be completely cooked out. I am responsible to inform the AMAS office that I am in the HIMS program when requesting information about over-the-counter medication.
15. I understand that it is my responsibility to comply with the treatment protocol, scheduled meetings and agreements held within the scope of the HIMS program. This is a program of honesty, responsibility and integrity and if I am unable to comply with a certain element of my treatment protocol, it is my obligation to bring this to the immediate attention of the necessary parties.
16. Upon reinstatement, I understand that I shall suffer no loss of pilot seniority. My longevity will be adjusted for the period of time I am offline until the date upon which I become medically re-qualified. I will be returned to pay status as of my first day of training. My return-to-work shall be processed in the same method as the Medical Leave provisions of the Mesa Pilot Collective Bargaining Agreement.
17. I agree to follow-up, non-DOT testing by the company during my monitoring period. The company will be responsible for all costs of such testing.

18. I understand that should I suffer a relapse at any time following completion of the HIMS program, I will be subject to disciplinary action up to and including termination.
19. I agree to provide the company with a copy of my special issuance medical certificate issued by the FAA, which will accompany this agreement.
20. In consideration for the Company's commitments set forth herein, I hereby release the Company and any related company or entity, and the officers, employees, and agents of the foregoing entities, from any and all claims, rights, demands, actions, causes of action, suits, charges, losses, and damages of any nature whatsoever, in law or in equity, including those pursuant to any contractual grievance procedure, which I have or have had or may hereafter claim to have had arising from or by reason of any matter, act, omission, cause, or thing whatever, whether known or unknown, which has occurred at any time in the past and up to the date of full execution hereof.
21. I agree that I have read and understand this Agreement and, after consulting with counsel or voluntarily choosing not to do so, I have freely and voluntarily entered into and signed this Agreement.
22. If any provision of the Agreement shall be or become legally void or unenforceable for any reason whatsoever, such invalidity and unenforceability shall not impair the validity or enforceability of the other provisions of the Agreement. In such an event and to this extent only, the provisions of the Agreement are deemed to be severable.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Pilot's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Chief Pilot: \_\_\_\_\_

HIMS Committee Chairman: \_\_\_\_\_

## Section 27 – Duration

- 27-A** This Agreement will become effective on **DOS**, and will continue in full force and effect for forty-eight (48) months from that date (the “Amendable Date”) except as otherwise specifically provided herein, and will renew itself without change until each succeeding **DOS**, thereafter, unless written notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party hereto no earlier than six (6) months prior to the Amendable Date or **DOS** in any year thereafter.
- 27-B** Conferences (direct negotiations) to resolve the issues identified in the Section 6 notices will begin no later than sixty (60) days after the earliest of those notices as received by the other party.
- 27-C** If the Company and ALPA are unable to reach a complete and final agreement on all issues in direct negotiations within six (6) months after the Amendable Date, the parties will engage a private mediator (the “Mediator”) to assist them with their negotiations.
- 27-D** Once engaged, the Mediator shall be in attendance at all negotiations sessions between the Company and ALPA, unless the Company and ALPA mutually agree otherwise as to one or more negotiations sessions.
- 27-E** Negotiations sessions under the auspices of the Mediator shall be at such times and places as agreed by the parties and the Mediator or, in the absence of agreement, at such times and places as determined by the Mediator.
- 27-F** The Mediator shall, at their discretion, assist the Company and ALPA through facilitation of the process and mediation of all differences over the issues, including meeting in joint and separate sessions with the parties and making recommendations and suggestions to resolve issues.
- 27-G** The Mediator shall be selected in accordance with the following procedure:
- 27-G-1** The Company and ALPA shall attempt to agree, within thirty (30) days after the commencement of direct negotiations, on a Mediator who is available in a timely manner.

- 27-G-2** If the Company and ALPA cannot agree on a Mediator, a joint request shall be made to the National Mediation Board (“NMB”) within thirty (30) days after commencement of direct negotiations for a panel of seven (7) members of the National Academy of Arbitrators with both significant mediation and arbitration experience in the airline industry. The NMB shall be asked to confirm the willingness to serve of each individual prior to placement on the list and providing the list to the Company and ALPA.
- 27-G-3** If mutual agreement as to the selection of a Mediator from the panel cannot be reached, the Company and ALPA shall utilize the alternative strike method to determine the Mediator, with a coin toss to determine which party shall make the first strike.
- 27-G-4** If the selected Mediator is unwilling or unable to serve, as required, the Company and ALPA shall toss a coin to determine the selection between the last two names from the list struck by the Company and ALPA.
- 27-H** If the Company and ALPA are unable to reach a complete and final agreement on all issues in negotiations under the auspices of the Mediator within twelve (12) months of the first negotiations session attended by the Mediator, either party may request the mediation services of the National Mediation Board. When such a request is made, negotiations under the auspices of the Mediator shall cease.

LETTER OF AGREEMENT  
between  
MESA AIRLINES, INC.  
and  
THE AIR LINE PILOTS  
in the service of  
MESA AIRLINES, INC.  
As represented by  
THE AIR LINE PILOTS ASSOCIATION, INTERNATIONAL  
LOA #(TBD) – 737 Cargo Flying Vacancies

This Letter of Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between MESA AIRLINES, INC. (hereinafter referred to as the "Company") and the AIR LINE PILOTS in the service of MESA AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the "Association" or "ALPA").

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules, and working conditions for the Company's Pilots ("Pilot's Working Agreement" PWA) effective 00/00/2022, and

WHEREAS, the Company and Association wish to continue to expand the cargo flying operations, and

NOW THEREFORE the Company and ALPA have agreed to amend their PWA as follows:

1. The Association hereby grants relief from the applicable provisions of section 16-A, Section 23-B-4, for the sole purpose of assigning twenty-one (21) new-hire pilots into 737 First Officer Positions.
2. The Company may elect to fill up to twenty-one (21) 737 First Officer vacancies as either seniority based in section 16 of this contract, by setting specific qualification requirements for the position (i.e. candidate has a 737 type rating) or thru direct entry new hires. Although, new hires will be hired separately from regional jet classes.
3. After the twenty-one (21) new-hire pilot vacancies have been filled, all subsequent First Officer vacancies will be filled in accordance with the current PWA.
4. Mesa will allow any eligible Mesa Captain or First Officer, with exception to those with a current equipment commitment, to bid into any open vacancy Captain position(s) for the 737, which will be awarded in seniority order.

5. Mesa pilots who are awarded a 737 position will have the ability to bid back into the CRJ or ERJ Captain position after a 36-month equipment commitment and a one (1) year training note.
  
6. If the 737 cargo operation should cease or a reduction in flying occur, all 737 Pilot(s) will be guaranteed permanent positions which will be awarded based on seniority. No passenger-operation's pilots will be displaced or furloughed due to the reduction in 737 Cargo flying.

Agreed this day of \_\_\_\_\_

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Signature

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Signature