

CONTRACT 2000

**AGREEMENT
between
EMERY WORLDWIDE AIRLINES
and
PILOTS
in the service of
EMERY WORLDWIDE AIRLINES
as represented by
THE AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL**

September 19, 2000 - September 18, 2004

 **EMERY**
WORLDWIDE AIRLINES
A **CNF** COMPANY



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EMERY WORLDWIDE AIRLINES

as represented by

THE AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS AGREEMENT ("Agreement") is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between EMERY WORLDWIDE AIRLINES (the "Company") and the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (the "Association") as representative of the PILOTS in the service of EMERY WORLDWIDE AIRLINES.

TABLE OF CONTENTS

ARTICLE	TITLE
1	Recognition and Scope
2	Definitions
3	Compensation
4	Minimum Pay Guarantees
5	Traveling Expenses and Accommodations
6	Moving Expenses
7	Vacations
8	Deadheading
9	Miscellaneous Flying
10	Non-Flying or Management Duty
11	Training
12	Hours of Service
13	Leave of Absence
14	Sick Leave
15	Physical Standards and Examinations
16	Workers' Compensation Benefits
17	Prisoner Hostage or Hijacking Benefits
18	Witnesses & Representatives
19	Investigation & Discipline
20	Grievance Procedure
21	System Board of Adjustment
22	Seniority
23	Reduction in Force, Furlough, & Recall
24	Filling of Vacancies
25	Scheduling
26	General
27	Insurance
28	Retirement
29	Agency Shop
30	Dues Checkoff
31	PAC Checkoff
32	Management Rights
33	Duration
Appendices	Appendix A - Hotel
	Appendix B- EWA Pilot Pay Scales
	Appendix C- 727 Aircraft List
	Appendix F - Crew Seniority (in Art.1 Scope)
	Appendix G - Probationary Pilots (in Art.1 Scope)
	Appendix H - Emery Worldwide Airlines Pilots' System Seniority List
Letters	Professional Standards
Letters	Safety Committee
Letters	ALPA Committee Activities
Letters	Flight Pay Loss
Letters	Tuition Reimbursement Program for PFEs
Letters	Subcontracting

ARTICLE 1

RECOGNITION AND SCOPE

ARTICLE 1. RECOGNITION AND SCOPE

A. RECOGNITION

1. In accordance with the National Mediation Board's certification of July 8, 1997 (NMB Case R-6501), the Company hereby recognizes the Association as the duly designated, exclusive, authorized representative of the Pilots who are employed by the Company for the purposes of the Railway Labor Act, as amended.
2. The Association and the Company hereby adopt this collective bargaining agreement, including all Letters of Agreement between the Company and the Association. All such agreements are collectively referred to as the "Agreement".

B. PROTECTION OF RIGHTS:

Nothing in this Agreement shall be construed to limit or deny any Pilot hereunder of any rights or privileges to which he or she may be entitled under the Railway Labor Act, as amended.

C. SCOPE

1. Except as otherwise provided in paragraph 4, below, all present and future revenue flying performed by Emery Worldwide Airlines (EWA) on aircraft which are owned, leased or operated by EWA shall be performed by Pilots whose names appear on the Emery Worldwide Airlines Pilots' System Seniority List in accordance with the terms and conditions of the Agreement.
2. For purposes of Paragraph C.1.above, revenue flying shall include:
 - a. Charters and wet leases performed by EWA:
 - b. Ferry Flights (but not including ferry flights of newly acquired aircraft prior to being placed in revenue service, ferry flights involving aircraft out of service for heavy maintenance (C or D checks) or engine-out ferrys);
 - c. Training flights (except those training flights that are part of a program to train the initial cadre of EWA Pilots on a new aircraft type);
 - d. Test flights (except test flights assigned to management or other Pilots, in accordance with the terms of this Agreement).
3. EWA may continue to subcontract its equipment to other operators on either a wet-lease or dry-lease basis. EWA agrees that it shall not dry lease aircraft to any other entity if the business purpose of the dry lease is to provide service over EWA routes for current EWA customers. The preceding sentence shall not be applicable to B-727 flying conducted by Ryan International Airlines pursuant to Article 1.C.4.a, below.

4. The provision of this paragraph C., shall not apply to the following flying:
 - a. Flying conducted by Ryan International Airlines (“Ryan”) using no more than the number of B-727 aircraft presently being operated by Ryan, whether owned by Ryan, by EWA, or by any company affiliated with EWA. (A list of B-727 aircraft by tail number as described in this paragraph, that are presently being flown, will be provided to the Association and included as Appendix C to this Agreement).
 - b. Flying conducted by Express One using no more than the number of B-727 aircraft presently being operated by Express One, whether owned by Express One, by EWA, or by any company affiliated with EWA. (A list of B-727 aircraft by tail number as described in this paragraph, that are presently being flown, will be provided to the Association and included as Appendix C to this Agreement).
 - c. Subcontracting for test marketing new routes or services for up to one (1) year.
 - d. Subcontracting of up to a total of two (2) B-747, MD11 or similar type aircraft for up to one (1) year, or, if the Company can demonstrate that the operation of such aircraft by EWA would be inefficient or uneconomical, for longer periods.
 - e. Subcontracting for the use of feeder aircraft with a gross takeoff weight of less than 100,000 pounds.
 - f. Subcontracting in order to protect the Company’s schedule in the event of an act of God or other circumstance beyond the control of the Company which would otherwise cause the loss of Company business.
 - g. Subcontracting necessary due to the grounding of a substantial number of the Company’s aircraft by governmental authority, war emergency or events of a similar nature.
 - h. Flying performed by another air carrier pursuant to an interline agreement, a code share agreement, a marketing alliance, a pro-rate agreement, a blocked-space agreement or air cargo services agreement, between such air carrier and the Company.
 - i. Service exclusively between international points (with no intermediate U.S. destination).
5. EWA will not establish or maintain an alter ego carrier nor will it transfer its aircraft to another CNF subsidiary for such purpose.
6. EWA agrees that it shall not furlough or reduce in status any of the Pilots whose names are listed in Appendix F, nor any of the Pilots whose names are listed in Appendix G (once they complete their probationary period), for

so long as EWW subcontracts any of its Prime Time lift requirements, except those B-727 airlift operations conducted by Ryan International Airlines pursuant to paragraph 4.a, above.

7. The Company shall be excused from compliance with the provisions of Paragraph 6, above:
 - a. In the event of a circumstance over which the Company does not have control. The term "circumstance over which the Company does not have control" means act of nature, labor dispute, grounding of aircraft by a government agency, decrease in available fuel supply or other suppliers being unable to provide sufficient fuel or other critical materials for the Company's operations, revocation of the Company's operating certificate(s), war emergency or other events of a substantively equivalent nature over which the Company does not have control and which causes the grounding of a substantial number of the Company's aircraft.
 - b. In the event the Company loses a significant portion of its business (e.g. Priority Mail contract).
8. In the event the Company elects to furlough Pilots under paragraphs 7.a or b., above, the maximum number of Pilots furloughed shall be the number required to staff the grounded aircraft and/or lost portion of business. Upon being recalled from such furlough, the provisions of paragraph 6, above, will again be applicable to the recalled Pilot.
9. The provisions of paragraph 6, above, shall not apply in (i) the case of a Professional Flight Engineer who has failed to qualify for a Pilot position should he be unable to continue to hold an FE position due to a reduction in the number of three (3) crewmember aircraft; or (ii) an SO with insufficient seniority to hold a position following a reduction of three (3) crewmember aircraft.

D. RESOLUTION OF GRIEVANCES

The parties agree that any grievance filed by the Association alleging a violation of Article 1.C. and E. of this Agreement shall by-pass the initial steps of the grievance process and shall be submitted, heard and resolved before the System Board of Adjustment. The Grievance shall be heard no later than thirty (30) days following the submission to the System Board of Adjustment and decided no later than thirty (30) days after submission unless the parties agree otherwise in writing.

E. SUCCESSORSHIP

This Agreement will be binding upon the parties hereto, their successors, administrators, executors and assigns. For purposes of this paragraph, a successor shall be defined as an entity which acquires all or substantially all of the assets or

common stock of the Company through a single transaction or a series of multi-step transactions that close within a twelve (12) month period.

The Company shall require that any such successor enter into a written agreement to be bound by this provision as a condition of any acquisition transaction.

There shall be no obligation on the part of a successor, which itself is a certificated air carrier, to operationally merge the Company's operations into its own operations and it shall not be deemed a violation of Section C for the successor to operate the two pre-acquisition carriers as separate airlines.

F. OPERATIONAL MERGER

In the event of an operational merger between the Company and another air carrier, the following seniority-integration procedures will apply:

1. If the Pilots of both pre-merger carriers are represented by ALPA, there shall be a seniority integration of the two crewmember groups in accordance with the Association's Merger Policy.
2. If the Pilots of the two pre-merger carriers are not both represented by ALPA, there shall be a seniority integration of the two crewmember groups in accordance with Sections 2, 3, and 13 of the Allegheny-Mohawk Labor Protective Provisions.
3. The Company or Successor may participate in the proceeding leading to the integrated seniority list. The integration shall not require a "systems flush," upgrade training or transition training of any Pilot.
4. The respective collective bargaining agreements shall be merged into one agreement as a result of negotiations between the Pilot groups and the Company or Successor. In the event a fully merged agreement is not reached within twelve (12) months from the date an integrated seniority list has been completed, any outstanding issues shall be jointly submitted to Interest Arbitrator Robert O. Harris (or in the event he can not serve for any reason, George Nicolau) for final decision.
5. The pre-merger airlines, including aircraft, aircraft orders and options to purchase aircraft, shall remain separate for all purposes until the integrated Pilot seniority list and the combined collective bargaining agreement are accomplished. It shall not be deemed a violation of paragraph C of this Article for the Company or Successor to maintain and operate the two pre-merger entities as separate airlines during the period prior to the determination by the National Mediation Board of any operational merger issues.

ARTICLE 2

DEFINITIONS

ARTICLE 2. DEFINITIONS

Assignment

Any Company-directed activity (e.g., trip, standby, reserve duty, training, deadheading, layover day).

Awarded Trip

Any trip assignment(s) awarded to a Pilot through a bid process.

Base

A geographical location where a Pilot's trip(s) begin and end.

Base Seniority

The order of Pilots by seniority and position at a base.

Bid

An indication of preference submitted by a Pilot.

Bid Award

The final result of the bidding procedures pursuant to Article 25, Scheduling, and/or, Article 24, Filling of Vacancies.

Bid Line

A Pilot's scheduled activities for a bid period as awarded and/or adjusted, including trips, reserve duty, deadheads, layovers, training and other assignments.

Block Hours

The period from block out to block in.

Block In

The moment an aircraft comes to a complete rest in the blocks, including push back or tow.

Block Out

The moment an aircraft first moves from the blocks for the purpose of flight, including push back or tow.

Calendar Day

A twenty-four (24) hour period beginning at 0001 local base time through 2400 local base time.

Captain

A Pilot, designated by the Company, to command an aircraft, and who has authority over all Pilots and passengers for the purpose of operating that aircraft.

Carryover Trip

A trip which begins in one bid period and ends in the following bid period.

Check Airman

A Pilot who has been approved by the Company and the FAA to conduct training and evaluations and meets the provisions of F.A.R. Sections 121.411 and 121.413.

Credit Hour(s)

Hours applied toward applicable guarantee (MBPG or BLG).

Deadhead

Company-directed travel required to position a Pilot before or after an assignment.

Displacement from Trip

The removal of a Pilot from a trip after it has been awarded or assigned to him. Removal caused by the absence or unavailability of the Pilot shall not be considered a displacement.

Duty Day

A day during which a Pilot is on a trip, standby or other assignment.(excluding layovers).

Duty Free Day (Day Off)

A calendar day on which no assignment appears on the Pilot's awarded bid line (excluding layovers).

Duty Period

The elapsed time from the time a Pilot is required to report for duty until 30 minutes after block in or when released by the Company, whichever is later.

Emergency Assignment

An assignment of a Pilot to cover a trip that will be delayed or cancelled due to unavailability of a previously assigned Pilot.

First Officer

A Pilot who is second in command of a Company aircraft and, in the absence or incapacitation of the Captain, has the authority over all Pilots and passengers for the purpose of operating that aircraft.

Flight Segment

A portion of a trip that includes one (1) takeoff and one (1) landing.

Known Flying

All flying to be assigned that will be flown by Emery Worldwide Airlines Pilots in a particular bid period as determined at the time of bid construction for that bid period. Known flying shall include charters which the Company has contracted to fly as of that date, and has scheduled to be flown by Emery Worldwide Airlines Pilots.

Layover

A period of time during a trip, starting at release and ending at report time, which contains a legal rest period.

Local Base Time (LBT)

The local time (standard or daylight savings) at a Pilot's base.

Longevity

A Pilot's initial longevity date shall be his date of hire as a regular full-time or part-time employee. This longevity date will be adjusted forward to reflect periods of absence from the service of the Company, i.e., furlough and certain leaves and other approved absences as may be specifically provided in this Agreement. A Pilot shall forfeit his longevity under the conditions set forth in Article 22. Paragraph A.6. of this Agreement. No one on the Emery Worldwide Airlines Pilots' System Seniority List as of the date of signing of this Agreement shall lose any existing longevity accruals as the result of the application of this provision.

Pay Hour(s)

Pay applied above applicable guarantee (MBPG or BLG).

Pacific Rim Destination

A flight segment is a Pacific Rim flight segment, if it operates wholly or partially in a country that borders the Pacific Ocean, excluding any country in North, Central and South America and the state of Hawaii.

Pairing

A sequence of deadhead and/or flight segments which can be performed by a Pilot in accordance with the Federal Aviation Regulations and the provisions of this Agreement.

Pilot

A Captain, First Officer, Second Officer or Professional Flight Engineer covered by this Agreement, employed by the Company, and whose name appears on the Pilots' System Seniority List.

Professional Flight Engineer(PFE)

A Pilot who occupies the Flight Engineer's station in a three man cockpit is third in command, and possesses an Airframe and Powerplant Certificate.

Release Time

The time at which a Pilot's duty period ends and the Pilot has no further obligation to be available for duty until his next scheduled report time.

Report Time

The time at which a Pilot's duty period begins.

Rerouting

A change in departure airport, scheduled intermediate stopping points or destination of a trip made after award of the bid line or subsequent award/assignment of a trip.

Rescheduling

A change to the published departure time, arrival time or intermediate stop or layover time after award of the bid line or subsequent award/assignment of a trip. Flight delays do not constitute a reschedule.

Scheduled Day Off

A calendar day on an awarded line of time (Regular Line, Reserve Line, Standby Line or Mixed Line) on which no duty assignment or Reserve or Standby availability appears at the time of the award.

Second Officer

A Pilot who occupies the flight Engineer's station and is third in command.

Trip

A flight segment or series of flight segments and/or deadhead(s), standby duty, rest periods, or layover days beginning and ending at a Pilot's base.

Unscheduled Duty Day Guarantee

Open time awarded on a Pilot's originally scheduled day off will be actual or scheduled pay hours whichever is greater.

Company-initiated flight assignments will be the greater of six (6) pay hours, actual pay hours, or scheduled pay hours for each day, including layover days.

ARTICLE 3

COMPENSATION

ARTICLE 3. COMPENSATION

A. NEW HIRE COMPENSATION

A new hire Pilot shall receive a salary of two thousand dollars (\$2,000) per bid period until his first actual activation date.

1. If a new hire Pilot's date of hire is other than the first day of a bid period, his first bid period salary shall be prorated.
2. If a new hire Pilot is activated on any day other than the first day of the bid period, his salary (i.e. \$2,000 per bid period), shall be prorated based on the number of the days in that bid period prior to activation.

B. LONGEVITY, STATUS AND EQUIPMENT

A Pilot's hourly rate of pay shall be based on his longevity year group, status and equipment except as described in Section A.1, above.

1. Longevity
 - a. The longevity of a Pilot employed by the Company as a Pilot prior to the effective date of this Agreement shall be his longevity on the effective date except as otherwise provided for in this Agreement.
 - b. A Pilot employed by the Company on or after the effective date of this Agreement shall accrue longevity beginning on his date of hire as a Pilot. Longevity shall continue to accrue following the Pilot's date of hire, except as otherwise provided for in this Agreement.
 - c. If a Pilot changes longevity year groups within a bid period his new rate of pay shall be prorated.
2. Status and/or Equipment
 - a. If a Pilot's status and/or equipment changes, he shall receive the pay rate for his new status and/or equipment upon the completion of simulator training.
 - b. Notwithstanding Article 3.B.2.a, a Pilot whose crew seat is restricted by the FAA regulated age shall be compensated at the pay rate for his new PFE/SO status and equipment on the date he is restricted by FAA regulations. Pilots on the EWA Pilots System Seniority List at the date of signing of this Agreement will be grandfathered as PFE's, if qualified, at the date they are restricted by FAA Regulations.

C. HOURLY RATES OF PAY

1. DC-8 Captain (see Appendix B)
2. DC-10 Captain (see Appendix B)

3. First Officers
First Officer compensation shall be a percentage of the applicable Captains rate of pay for the respective equipment and year of service as follows:
 - a. Seniority year one = 61%
 - b. Seniority year two = 62%
 - b. Seniority year three = 63%
 - c. Seniority year four = 64%
 - d. Seniority year five = 65%
4. Professional Flight Engineers (PFE)
PFE compensation shall be sixty-five percent (65%) of the Captain's Rate of Pay for the respective equipment and year of service.
5. Second Officers
Second Officers compensation shall be a percentage of the applicable Captain's Rate of Pay for the respective equipment and year of service as follows:
 - a. Seniority year one = 54%
 - b. Seniority year two = 55%
 - c. Seniority year three = 56%
 - d. Seniority year four = 57%
 - e. Seniority year five = 58%

D. INTERNATIONAL OVERRIDE

1. A Pilot who is an operating member of a flight crew, or is serving as a check airman on an international flight segment (e.g. outside the forty eight (48) contiguous states, Mexico, Canada and the Caribbean) shall earn international override for the trip containing that flight segment.
2. International override shall be paid at two dollars (\$2.00) per credit hour for scheduled or actual credit hours whichever is greater.

E. DEADHEAD PAY

Pilots who are entitled to receive deadhead pay under this Agreement shall be compensated pursuant to Article 8, Deadheading.

F. RECURRENT TRAINING COMPENSATION

1. Training on Days Off

A Pilot shall receive the following flight pay for Company or FAA required training and proficiency checks which fall on previously scheduled days off:

- a. Three (3) hours of flight pay for each day of ground school.
- b. Four (4) hours of flight pay for each day of simulator time.

2. Training on Scheduled Work Days

A Pilot shall receive the following pay credit for Company or FAA required training and proficiency checks which fall on a previously scheduled workday in his bid line:

- a. Three (3) hours of pay credit for each day of ground school, or scheduled flight hours missed, whichever is greater.
- b. Four (4) hours of pay credit for each day of simulator time, or scheduled flight hours missed, whichever is greater.

G. VACATION COMPENSATION

1. A Pilot shall receive credit hours for each day of accrued vacation based on Article 7.D.1-3.
2. On the implementation date of this Agreement, vacation days previously scheduled or accrued shall be retained.

H. TRIP EXTENSION PAY

In the event that a Pilot's original schedule is changed by the Company and the change results in an extension to a Pilot's trip return of more than two (2) hours, he will receive pay according to Article 25.F.1.a, (Scheduling).

I. CRAF/HOSTILE AREA

Any flight operation conducted under CRAF or Hostile Area as defined in Article 17 of this Agreement will be compensated at a rate of one hundred fifty percent (150%) of regular rates.

J. CHECK AIRMEN

Pilots assigned to Check Airmen duties will be compensated sixteen hundred dollars (\$1,600) for Captains and one thousand forty dollars (\$1,040) for PFE/SO's per bid period in addition to normal rates of pay.

K. PAYROLL

1. Pursuant to their entitlement to compensation under this Agreement, Pilots shall be paid by payroll draft or direct deposit payable on Tuesday of each week.
 - a. The weekly payroll draft or direct deposit stub shall contain the following:
 - i. One-fourth of a new hire Pilot's bid period salary;
 - ii. One-fourth of a Pilot's Minimum Bid Period Guarantee;
 - iii. Any voluntary automatic adjustments.

- b. Credits for compensation earned above Minimum Bid Period Guarantee from the previous bid period and Per Diem earned and not yet received from the previous bid period will be added to the fourth payroll draft of the following bid period.
2. A Pilot may request automatic payroll deposits. The Company will continue the policy of allowing employees to designate up to two (2) different financial institutions for automatic payroll deposits.

L. PER DIEM

A Pilot, when away from base on Company duty, shall receive a Per Diem allowance for the purpose of defraying the expense of meals and incidentals. Per Diem shall commence one (1) hour before scheduled departure from base for domestic flights and one and one half (1.5) hours before scheduled departure from base for international flights. Per Diem shall be deemed to end thirty (30) minutes after block-in at base. Per Diem shall be deemed to be continuous in the event the Pilot transits his base with less than twenty-four (24) hours between duty periods. A Pilot shall receive Per Diem at the following hourly rate:

<u>Effective Date:</u>	<u>DOS</u>	<u>DOS+1</u>	<u>DOS+2</u>	<u>DOS+3</u>
Domestic	\$1.60	\$1.70	\$1.80	\$1.90
International	\$2.30	\$2.40	\$2.50	\$2.60

M. ADMINISTRATIVE CREDIT HOURS

A Pilot performing administrative duties at the request of the Company shall receive four (4) credit hours per day of administrative duty.

ARTICLE 4

MINIMUM PAY GUARANTEES

ARTICLE 4. MINIMUM PAY GUARANTEES

A. MINIMUM BID PERIOD GUARANTEE

1. Each Line Holder, Reserve and Standby Pilot shall be guaranteed a minimum of sixty (60) Bid Period Hours (Minimum Bid Period Guarantee = MBPG), at the hourly pay rate applicable to the Pilot's status and/or equipment in the bid period, pro-rated for any changes in status and/or equipment within the bid period.
2. Each Regular Line-holder shall be guaranteed a Minimum Bid Line Guarantee (Bid Line Guarantee = BLG) equal to the Pilot's awarded bid line value for that bid period or the Minimum Bid Period Guarantee (MBPG), whichever is greater. BLG will be calculated based on the Pilot's awarded block hours of flying in a bid period, plus any scheduled deadhead hours.
3. For each bid period, a Pilot shall receive the greater of his BLG or MBPG, or his total accrued pay and credit hours, as provided in this Agreement. All hours will be paid at the Pilot's hourly rate as specified in Article 3., Compensation.
4. If a Pilot is not available for service as a result of an unpaid absence during scheduled duty periods, his applicable Minimum Bid Period Guarantee (MBPG or BLG) shall be pro-rated accordingly.

B. DUTY DAY GUARANTEES

1. Scheduled Duty Day Guarantee

Each Pilot (Line-holder, Reserve or Standby) will be guaranteed a minimum number of hours per duty period (Minimum Pay per Duty Period = MPDP) equal to four (4) credit hours. For a Pilot to qualify for MPDP, he must report for duty (as defined in Article 12., Hours of Service). In such case the Pilot will be paid the greater of MPDP or actual hours. In the event a flight is canceled and the Pilot has not been reassigned pursuant to this Agreement, the Pilot will receive MPDP or scheduled block hours, whichever is greater. MPDP credit hours shall apply against a Pilot's applicable Minimum Bid Period Guarantee (MBPG or BLG).

2. Unscheduled Duty Day Guarantee

In the event a Pilot is assigned to Company duty (other than training) on a scheduled day off (not including layovers) in any bid period, the Pilot's applicable Minimum Bid Period Guarantee (MBPG or BLG) will be increased by the greater of scheduled or actual flight pay hours or six (6) hours for each additional duty day. The additional hours will be paid above the Pilot's applicable Minimum Bid Period Guarantee at the Pilot's hourly rate of pay as specified in Article 3., Compensation.

- C. For each international trip, a Pilot shall receive a minimum of one (1) hour of flight pay and credit for each four and one-half (4.5) hours of trip time away from base.

Trip time shall be deemed to commence one and one-half (1.5) hours before scheduled departure from base for International flights.

- D.** For each bid period the Pilot shall receive the higher of his Minimum Bid Period Guarantee as provided in Article 4.A., his Bid Line Guarantee as provided in Article 4.A., or his total hourly compensation as provided in Article 3 of this Agreement. Total hourly compensation shall include International Trip Rig as provided in paragraph C, above. Unscheduled Duty Day Guarantee and per diem shall be paid in addition to all other pay guarantees.

ARTICLE 5

TRAVELING EXPENSES AND ACCOMMODATIONS

ARTICLE 5. TRAVELING EXPENSES AND ACCOMMODATIONS

- A.** A Pilot, when away from base on Company duty, shall receive Per Diem pay for the purpose of defraying the expense of meals and incidentals. Per Diem pay credit hours shall be deemed to commence one (1) hour before scheduled departure from base for domestic flights and one and one half (1.5) hours before scheduled departure from base for international flights. Per Diem shall terminate one half (.5) hour after arrival at base. Per Diem shall be deemed to be continuous in the event the Pilot transits his base during a duty period.
- B.** In the event that the Company establishes a new base, the Company will pay for hotel accommodations for the first day of a trip sequence and any scheduled crew rest at the base for the first six (6) months after the base opens. This shall not apply to Pilots who reside in the city where the base is located.
- C.** The Company will provide hotel accommodations for the first day of a trip sequence at bases other than Dayton, Ohio, and any unscheduled crew rest at the Pilot's base.
- D.** The Company shall require Pilots to apply for, maintain, and use a Company credit card. Airfare required for Company business will be direct billed to the Company except in unusual circumstances.
- E.** The Company will make every effort to insure that expense reimbursement checks be issued within three (3) weeks from the date the Company receives a Pilot expense report.
- F.** Pilots on Company duty away from base on international travel for more than seven (7) consecutive days shall be reimbursed for reasonable expenses for laundry and dry cleaning.
- G.** The Company will provide suitable single occupancy hotel accommodations for all layovers or rest periods where hotel accommodations are required by this Agreement.
- H.** Hotels shall be selected and placed on the Company hotel list using the criteria set forth in Appendix A to this Agreement, "Minimum Hotel Standards". In the event the MEC Hotel Committee believes that a hotel on the Company hotel list no longer meets the selection criteria it will notify the Company. The Company will investigate and will seek to have deficiencies, if any, corrected. In the event the hotel is unwilling or unable to correct the deficiency, the hotel will be removed from the list and a replacement hotel will be designated. The MEC Hotel Committee and the Company will meet not less than quarterly to review existing accommodations and discuss the selection of new or replacement accommodations.
- I.** Alternate transportation may be arranged by the Pilot in the event Company arranged transportation is not available within a thirty (30) minute period. In such case the Pilot will be reimbursed for the cost of such transportation.
- J.** All reasonable unusual expenses shall be reimbursed upon request.

ARTICLE 6

MOVING EXPENSES

ARTICLE 6. MOVING EXPENSE

A. The Company shall provide a paid move under the following circumstances:

1. Original vacancies upon opening of a new base.
2. New vacancies created within the first twelve (12) months after a base opening.
3. Base closure.
4. Displacements from base.
5. Pilots recalled to a base other than the one from which they were furloughed.

B. REIMBURSEMENT OF MOVING EXPENSES

1. Reimbursement is based on a maximum amount of eight thousand (\$8,000) dollars per relocation.
2. At a Pilot's option he will be given 50% of this maximum amount in a lump sum, less taxes, for costs associated with their move. Pilots will be reimbursed over and above the lump sum payment, not to exceed the maximum amount, upon proof of new residence at the new base and submission to the Company of receipts substantiating all moving expenses.
3. The Pilot may use the Company's household moving vendor. In such case, the Company will pay the cost of packing and moving up to twelve thousand (12,000) pounds per relocation, including insurance of not less than \$3.50 per pound and up to thirty (30) days of storage.
4. Alternatively, the Pilot may elect to coordinate his own move within the maximum amount reimbursable. Insurance will be the responsibility of the Pilot. A Pilot will not receive any additional reimbursement over and above the initial 50% lump sum payment until proof of new residence at the new base and the submission of receipts substantiating all moving expenses is provided to the Company.

C. THE FOLLOWING ACTUAL MOVING EXPENSES SHALL BE REIMBURSABLE

1. Cost of moving household goods;
2. Expense of driving up to two (2) vehicles at the current federal mileage rate in effect at the time of the move using the most direct AAA mileage between domiciles.
3. Public transportation costs directly associated with relocating;
4. Actual, reasonable, and customary expenses for lodging for up to fourteen (14) days.

5. Telephone calls necessary for moving the Pilot and his dependents.
6. Meal expenses for the Pilot, spouse, and eligible dependent children up to twenty-five (\$25.00) dollars daily per person.
7. Forfeited security deposit.

D. GENERAL

1. Reimbursement shall be limited to the cost of moving from the Pilot's actual residence.
2. Expenses associated with the sale or purchase of personal housing are not reimbursable.
3. A Pilot will not be entitled to a Company-paid move unless he actually moves from a residence beyond a one hundred (100) mile radius from their new base to a new residence within a one hundred (100) mile radius of their new base.
4. The Company's obligation to pay reimbursable moving expenses to Pilots moving to the new base will terminate if the move is not commenced within eighteen (18) months of the new base assignment.
5. A move will commence on the date the mover loads the household effects where the move originates.
6. Pilots will be limited to one (1) Company-paid move in any twelve (12) month period unless the Pilot is displaced or the move is to a newly opened base.

ARTICLE 7

VACATION

ARTICLE 7. VACATION

- A.** Vacation accrual shall be based on a Pilot's longevity. Accrued vacation shall be taken in the calendar year immediately following the calendar year in which it is earned. Vacation shall be accrued based on the following schedule:

<u>Longevity</u>	<u>Length of Paid Vacation</u>
Less than 1 calendar year:	The equivalent of 1.167 days per month of continuous service, up to a maximum of two weeks.
Completion of one (1) calendar year up to and including seven (7) calendar years:	Two (2) weeks
Completion of eight (8) calendar years up to and including fourteen (14) calendar years:	Three (3) weeks
Completion of fifteen (15) calendar years up to and including nineteen (19) calendar years:	Four (4) weeks
Completion of twenty (20) or more calendar years:	Five (5) weeks

B. VACATION BANKING

1. Vacation should be taken in the calendar year following the calendar year in which it was earned. Available vacation may be accumulated to the maximum amounts set forth below. Such available vacation may be taken according to Section C, Vacation Bidding.

If annual vacation earned is:	The total vacation that can be banked is:	The maximum vacation that can be accumulated including banked vacation is:
2 weeks	1 week	3 weeks
3 weeks	1 week	4 weeks
4 weeks	2 weeks	6 weeks
5 weeks	2 weeks	7 weeks

2. Providing a Pilot's vacation bank is full, the Company will make a non-elective Company contribution into a Pilot's 401(k) account in an amount not to exceed five (5) days of accrued and unused vacation on the last pay day of the first quarter following the calendar year in which it was accrued. This contribution will not be subject to a Company match. This non-elective Company contribution will constitute an annual addition for the Plan year ending prior to the date of contribution, up to the limit allowed by IRC Section 415 for such prior Plan year, and any excess will constitute an annual addition for the Plan year during which the contribution is made, up to the limit allowed by IRC Section 415 for such current Plan year. The value of vacation days contributed to the Company 401(k) Plan will be determined pursuant to section D.1-3 of this Article.

C. VACATION BIDDING

1. The Company shall provide a Vacation Bid Preference Sheet for the succeeding year on November 1st of each year and post a notice to that effect. The total amount of available vacation for bid shall not be less than the total earned vacation. A Pilot shall bid and be awarded a vacation period based on his seniority, status, and base as of November 20th. If a Pilot cancels vacation, he must reschedule that vacation at that time.
2. The vacation bid will remain open during the period November 1st through November 20th. Vacation bidding closes at 12:00 noon (Dayton time) on November 20th. The Company will post the results of the vacation bids by December 5th.
3. If a Pilot is entitled to two (2) weeks or more vacation he may file a preference for a split "secondary vacation period" at the time of his bid. Secondary vacation choices will be awarded by seniority after all primary vacations have been awarded. Vacation periods will be a minimum of one (1) week unless vacation eligibility is less than one (1) week.
4. The Vacation Preference Bid Sheet may designate up to two (2) weeks in the month of December which will be closed to vacation bidding.
5. In the event a Pilot is assigned to a new base or status, the Company may change his primary or secondary vacation period if that vacation conflicts with flying at the new base or in the Pilot's new status, provided that the Pilot would have been too junior in the base or status to have been awarded that vacation. The Company will provide the Pilot with a notice of the need to change a vacation period within fifteen (15) calendar days of the assignment to the new base or status and, will advise the Pilot of all remaining vacation options. If the Pilot does not select a new vacation period within fifteen (15) calendar days of receipt of the available vacation options, the Company will assign the Pilot a new vacation period.
6. If the Pilot does not establish a preference, he will be assigned a vacation period by the Company.

7. Vacations will begin and end at 12:00 Midnight, Saturday (local time) at the Pilot's base.

D. VACATION PAY CALCULATION

1. For a Pilot with one or more full calendar years of service, a week of vacation will be based on the total W-2 Compensation earned by the Pilot in the immediately preceding calendar year divided by the number of weekly payroll periods in that calendar year, or current weekly guarantee, whichever is greater.
2. For a Pilot with less than one full calendar year of service, a week of vacation pay will be based on the total W-2 Compensation earned by the Pilot in the immediately preceding calendar year, divided by the number of weekly payroll periods in that preceding calendar year during which the Pilot was employed, or current weekly guarantee, whichever is greater.
3. When applicable, the value of a vacation day is based on the Pilot's weekly vacation pay calculation, divided by five (5).

E. VACATION PAYOUT AT SEPARATION

If a Pilot resigns, or is otherwise separated from employment, he will be paid for available and accrued vacation for which he is eligible at the time of separation.

F. VACATION CANCELLATION

Vacations may be changed by mutual agreement. In extreme operational emergencies the Company may change the Pilot's vacation in accordance with the following:

1. When extreme operational emergency causes the cancellation of a Pilot's scheduled vacation period, he will be notified as soon as practicable.
2. A Pilot whose vacation is cancelled shall become subject to the following parameters:
 - a. A Pilot who has his vacation cancelled will be allowed to re-bid on any open vacation time.
 - b. The Pilot may bank his cancelled vacation within the parameters set forth in paragraph B. (above), or elect to be paid for the cancelled vacation.
 - c. If a Pilot has any non-refundable expenses for a vacation period that is subsequently cancelled by the Company, the expenses will be submitted to the Company and reimbursed to the Pilot, provided the Pilot can prove expenses were incurred prior to notification of the cancellation and the Pilot can prove he was unable to obtain a refund.

ARTICLE 8

DEADHEADING

ARTICLE 8. DEADHEADING

- A.** Pilots assigned to deadhead by the Company shall receive flight pay credit at the rate of one hundred percent (100%) for each hour (one for one), or portion thereof, for deadhead travel in the air on the basis of block-to-block or scheduled time whichever is greater on Company aircraft. Pilots assigned to deadhead by the Company on a commercial passenger carrier shall receive flight pay credit at the rate of fifty percent (50%) for each hour (one for two) or portion thereof spent in the air on a commercial passenger carrier as shown in the most current Official Airline Guide. In the event of surface deadheading, the Pilot will receive one (1) credit hour if over fifty (50) miles and one (1) credit minute for each mile thereafter. All deadhead transportation shall be by the most direct route, non-stop, if practicable.
- B.** The Company will require Pilots to deadhead only on certificated FAR 121 carriers, scheduled FAR 135 passenger carriers, or other air transportation selected from a list agreed to by the MEC and the Company. The Company will not require any Pilot to deadhead utilizing a jumpseat except on Company aircraft, or on other air carriers, agreed to by the Company and the MEC. The Company will not require any Pilot to deadhead utilizing a jumpseat on flights scheduled for five (5) hours or more, except with the consent of the individual Pilot. At the Company's discretion, surface transportation may be utilized.
- C.** Coach class transportation will be used for all deadheading. If a Pilot deadheads for five (5) hours or more total travel time (beginning with departure from originating city until arrival at destination city), to an international destination, he will be provided a minimum of sixteen (16) hours of rest before any duty assignment.
- D.** In the event that a Pilot's origin or destination at the beginning or end of a trip sequence, as originally awarded, is changed, the Pilot may elect to deadhead to or from his home.
- E.** When required to commercial deadhead by the Company, a Pilot will be flown out of or into the airport nearest to his home if the cost is within sixty-five (\$65.00) dollars of the cost from or to his base.
- F.** Deadhead duty time will be calculated in accordance with Article 12., Hours of Service.

ARTICLE 9

MISCELLANEOUS FLYING

ARTICLE 9. MISCELLANEOUS FLYING

A. GENERAL

1. Revenue flying necessary to conduct Initial Operating Experience (IOE) shall be awarded in the following manner:
 - a. Check Airmen scheduled to perform IOE training shall bid and be awarded a line of time in accordance with their seniority.
 - b. The Company will assign the Captains, First Officers, or Flight Engineers requiring IOE training to these lines.
 - c. The Company may displace line holding Pilots for the purpose of training. In the event that a Pilot is displaced for the purpose of training, he may select trips from the open flying per the Scheduling Article. If no open time flying is available, the Company may assign the Pilot standby or reserve flying based on their scheduled work days. In no event will a displaced Pilot be required by the Company to perform duties on a day that he was not scheduled to fly on his original bid line award.
2. If a management, supervisory, or Check Airman Pilot bumps a line pilot from his scheduled trip or a portion thereof, in accordance with other provisions of this Agreement, the line pilot shall receive the scheduled credit hours or actual hours flown, as assigned by the Company, whichever is greater.
3. Article 9. Paragraph A.1, or 9.A.2., shall not apply to the following non-revenue flights, except to the extent that a line Pilot previously assigned is bumped from that flight:
 - a. Publicity flights;
 - b. Scenic flights;
 - c. Ferry flights;
 - d. Experimental flights;
 - e. Engine, instrument, radio or acceptance test flights;
 - f. Maintenance flights.

B. SCHEDULE INFORMATION

1. Once each bid period, the Company shall provide the following information to an MEC designated Scheduling Committee member for any specifically requested revenue trips:
 - a. The pairing number, base, equipment and date;

- b. Name and employee number of the Pilot who flew the trip;
 - c. Name and employee number of the Pilot who received compensation under Article 9.A.2., if applicable.
- C.** All known miscellaneous flying except for that listed in Article 9.A.3. (above) shall be used for bid line construction.
- D.** Miscellaneous flying not known at the time of bid line construction shall be posted in open time.

ARTICLE 10

NON-FLYING OR MANAGEMENT DUTY

ARTICLE 10. NON-FLYING OR MANAGEMENT DUTY

- A.** A Pilot who transfers to or is hired into a management position shall maintain his relative seniority and continue to accrue longevity.
- B.** When a Pilot is released by the Company from management duty or desires to return to flying duty, he may return to any Pilot position based on his seniority and current qualifications at the beginning of the next bid period award.

C. MANAGEMENT FLYING

Management flying may be accomplished when:

1. The flight is necessary for the purpose of setting up landing rights, overflies, handling of other special operations; or
2. The flight is a proving flight or long-range navigation qualifying flight; or
3. The flight is for the purpose of maintaining currency, proficiency training or checking, and will be assigned to management Pilots from open time after flying has been awarded to line holders through the open time bidding process; or
4. The flight is a maintenance test flight, delivery flight or ferry flight; or
5. Necessary to cover revenue flying after all revenue flying has been awarded to line holders and reserve Pilots through the open time bidding process.

ARTICLE 11

TRAINING

ARTICLE 11. TRAINING

A. GENERAL

1. Training shall be required of all Pilots as determined by the Company and shall be, at a minimum, provided in accordance with FAA regulations. This shall include, but is not limited to, the following:
 - a. Required Checks or Exams
 - b. Initial Training
 - c. Upgrade Training
 - d. Transition Training
 - e. Recurrent Training
 - f. Re-qualification Training
 - g. Differences Training
 - h. Specialized Training
 - i. Other Training required by the Company or Regulations
2. Airport and Route Qualification Training shall be excluded from the provisions of this Article.
3. The provisions of Article 11. (except F. Training Failures) apply to Pilots in their probationary period.
4. The Company shall establish such training policies as are necessary to insure compliance with this Agreement and to accomplish the necessary training requirements of the Company.
5. A Training Committee comprised of representatives of the Company and Representatives of the Association shall be established. The Training Committee shall meet quarterly unless the parties mutually agree otherwise. It is the intent of the parties to this Agreement that this Training Committee shall provide the Pilots with the opportunity to consult with and make recommendations to the Company on training policies, training programs, or changes thereto, prior to implementation by the Company. The parties agree that the Training Committee shall be notified any time an individual Pilot is having training difficulties or is scheduled for other than a routine check. If requested by the Pilot, an EWA Pilot representative of the Association may be present in the cockpit as an observer on any check other than a routine check.

6. A trainee may request and be granted one (1) simulator or aircraft instructor change at a Pilot's request. Such request must be expressed to the Director of Training verbally by the Pilot and then confirmed as soon as possible in writing, stating the reason or reasons therefor. Additionally, one change of a Line Check Airman performing supervised operating experience shall be granted provided the trainee so requests. Such request must be expressed to the Director of Training verbally by the Pilot and then confirmed as soon as possible in writing, stating the reason or reasons therefor. Probationary Pilots will be granted a change at the Company's option.
7. Training courses will be conducted at locations and in equipment approved by the FAA and the Company. At a minimum the equipment will be of a level and serviceability to provide a Pilot the ability to perform the required training syllabus procedures and/or maneuvers. No Pilot will be required to take a Proficiency Check in a simulator that is not functioning so as to simulate the flight and operating characteristics of the represented aircraft.
8. During certification events there shall be no simultaneous training at any other Pilot station (Captain, First Officer, PFE/Second Officer).
9. A Pilot shall be advised of any unsatisfactory report prepared during any phase of his training program, and shall at his request be provided a copy of any such report.
10. No Pilot employed by the Company shall be required to pay for transition, upgrade, recurrent, or special training or checking required by the Company.
11. If a standby or reserve Pilot is assigned to a flight simulator period as a fill in Pilot and such assignment is in addition to his regularly assigned semi-annual PT and PC periods, the Company will not grade such Pilot during such assignment or require that he participate in the oral portion of the examination. Fill in pilot assignments may be offered to Regular Line Holders on their days off, but they will not be required to accept them.
12. A fully qualified crew complement of Captain, First Officer, and PFE/Second Officer where required whose name appears on the EWA Pilots System Seniority List shall be utilized in accordance with EWA Standard Operating Procedures during flight simulator proficiency checks.
13. If a Pilot's performance on a proficiency check in the flight simulator is considered unsatisfactory, the Company may provide the opportunity to take a proficiency check, without prejudice in an aircraft in which he is currently qualified.
14. No Pilot shall be evaluated on a maneuver during a proficiency check that is not prescribed in the Company's proficiency check procedure as approved by the FAA.

15. Any voluntary training will not be evaluated or recorded by the Company (this includes any synthetic training device logs).
16. Line checks will be performed as follows:
 - a. Pilots will be checked on their own trip unless with Pilot concurrence other arrangements are made.
 - b. All Article 12., and 25., limitations shall apply to this assignment.
17. Check Airman/Line Check Airman
 - a. All checking of Pilots on the EWA Seniority List in an airplane (other than initial flight training conducted by factory, manufacturer, or contract training in the event of the addition of a new type aircraft) shall be performed by Pilots on such list.
 - b. Check Airmen shall be selected from Pilots on the EWA System Seniority List with a minimum of one (1) year line experience with EWA. For the purposes of this paragraph, one (1) year line experience is defined as six hundred sixty (660) hours of revenue flying with EWA.
 - c. Specific exemptions to the requirements of Paragraph 17.a. and b. (above) may be mutually agreed upon by the Company and the Training Committee.
18. Simulator Instructors
 - a. Non-Seniority list instructors for Captain and First Officer training shall meet the following requirements:
 1. ATP Certificate.
 2. Qualified in accordance with FAA regulations to provide simulator instructions on the aircraft on which they will instruct.
 3. Minimum of two thousand (2000) hours experience as a Pilot.
 - b. Non-Seniority list simulator instructors for Flight Engineers shall meet the following requirements:
 1. Flight Engineer Certificate with turbo-jet rating.
 2. Minimum of one thousand (1000) hours experience as a Flight Engineer, Flight Engineer Instructor or Pilot.
 3. Qualified in accordance with FAA regulations to provide simulator instruction on the aircraft on which they will be instructing.

- c. Non-Seniority list instructors shall not perform any flight duty as a Pilot.
- d. Each active line Pilot serving as a simulator instructor will not be permitted to participate in base bids or bid lines of time during any bid period they are assigned duties as an instructor.
- e. Each active line Pilot serving as an instructor shall fly revenue trips so as to remain current with Company operational policies and procedures. Such line flying must be accomplished in a category where there is a category position holder who is junior to the instructor. Ferry, training, or maintenance flying will not count as flying for this paragraph.
- f. Each active line Pilot serving as a simulator instructor that returns to the line on a permanent basis may return to any category for which a more junior Pilot has been qualified and holds a bid award during the period of absence from the category. The returning Pilot shall be subject to the provisions of Article 22. appropriate to that bid award.
- g. When the Company has a need to increase Instructor or Line Check Airman staffing, the Company will post a job opening on the Bulletin Board in the Pilot Lounge area and telephone voice mail indicating the number of positions, duties, proposed work schedule, and closing date. Within thirty (30) days after the closing date, the Chief Pilot and/or Director of Training, as appropriate, shall meet and confer with the Training Committee to review the applicant's qualifications for Instructor/Line Check Airman positions.

19. Compensation

Training Assignments of Five (5) Days or More:

- a. When a Pilot assigned to a line of flying is assigned by the Company to training, in accordance with Paragraph C.4., below, he shall receive Minimum Guarantee.
 - b. When a Pilot assigned as a standby/reserve is assigned by the Company to training, in accordance with Paragraph C.4., below, he shall receive Minimum Guarantee.
20. All management Pilots below the Director level will maintain their currency and shall do so in accordance with this Article. This paragraph shall not apply to management Pilots who are unable to maintain medical qualification.
21. In the event a Pilot is required by the FAA to demonstrate his proficiency the Pilot will be offered two (2) simulator warm up sessions prior to such proficiency check.
22. The Company shall not permit line Pilots to maintain qualifications on more than one Company aircraft type. No line Pilot will be required to fly with a dual aircraft qualified management Pilot.

B. TRAINING CURRICULUM

The Company will establish written curricula for all courses of Pilot ground and flight training and home study courses. Pilot trainees shall be provided with a course syllabus describing their scheduled training, as well as a written summary of the grading or performance standards which they will be expected to attain. In certain cases, training may be required before its formal inclusion in the Training Manual. In these instances interim approval shall have been obtained from the FAA and the course syllabus established, in consultation with the Training Committee prior to its commencement. Occasionally the Company may provide and/or require training that is not required by, or is in excess of, its FAA approved program. Advance notice of and the performance standards for such training shall be made known prior to its commencement in consultation with the Training Committee.

C. SCHEDULING OF TRAINING

1. Training shall be provided in accordance with the policies and procedures established by the Company. The purpose of training is to support revenue flying. Therefore, training schedules may be adjusted to support the flight schedule.
2. The scheduling of all ground, simulator and flight training, with the exception of Initial Operating Experience (IOE) and Line Checks, is the responsibility of the Training Department in coordination with Crew Scheduling. Provisions for exceptional progress through flight training per FAR 121.401 (e) may be invoked with mutual consent of the instructor and the trainee.
3. The names of the Pilots who will be assigned to training will be provided with each bid period's bid package. A Pilot scheduled for a PC/PT may designate one period of consecutive days off during which he desires not to be assigned his PC/PT. If such designation is received by the Company within forty-eight (48) hours after the schedule awards are posted for the affected bid period, the Pilot will not be assigned his PC/PT on those days, unless granting his request would cause the cancellation of a training allocation or cause him to lose his qualification.
4. All Pilots shall be notified as far in advance as possible, but in no case less than seven (7) calendar days prior to being scheduled to receive transition or extended training of five (5) days or more. Official notice of training assignments will be conveyed through the Pilot's Company mailbox, voicemail or telephone. This notification provision does not apply to line checks, additional training, rechecks, or rescheduled training. If the requirements of this paragraph have been met and if due to circumstances beyond the Company's control (i.e., aircraft/simulator malfunction and/or non-availability of any equipment or personnel; or training failure) training must be rescheduled, a Pilot will receive at least twenty-four (24) hours notice of the rescheduled training.

5. A Pilot may waive any or all of the time limits described in Paragraph 4. (above).
6. During formal classroom and crew training sessions (including any synthetic training devices or aircraft), a Pilot shall not be on duty for more than eight (8) hours exclusive of a one (1) hour lunch break in any one (1) calendar day. Formal classroom and crew training sessions (excluding crew training sessions designed as briefings immediately prior to simulator or cockpit procedure trainer periods) shall begin no earlier than 0600 and terminate no later than 2400. Consecutive training sessions will not be scheduled less than twelve (12) hours apart.
7. In no circumstances shall a classroom training period be scheduled to exceed ten (10) hours. Any of Paragraphs C.6 or C.7 may be waived in unusual circumstances with the concurrence of the Director of Training, instructor and trainees involved.
8. Simulator training is usually conducted in four (4) hour sessions with a fifteen (15) minute break mid-session. Normally, pre-briefings shall not exceed one (1) hour and post event critiques shall not exceed thirty (30) minutes. Whenever possible, simulator training sessions shall not be scheduled less than twelve (12) hours apart.
9. Instructors will not be scheduled for over four (4) hours of simulator training per day except in unusual circumstances.
10. The minimum rest period between any two (2) training duty assignments, or between any training assignment and any line assignment, shall be eight (8) hours free of all duty. A Pilot will not be assigned to training, or deadhead to or from training, on December 25th.

D. INITIAL, TRANSITION, AND UPGRADE TRAINING PROGRESSION

1. The Progression of Initial, Transition, and Upgrade Training is normally composed of five (5) phases:
 - a. Ground School
 - b. Cockpit Procedures Training (CPT)
 - c. Flight Simulator
 - d. Airplane (if necessary)
 - e. Initial Operating Experience (IOE)

These five (5) phases constitute one training cycle.

2. All training will be conducted in accordance with the applicable Aircraft Operating Manual, Volume 1 and the FAA approved Training Manual.

3. An instructor's recommendation is not required prior to the first phase check in a simulator training phase, if all prescribed training hours and all additional training hours have been utilized prior to such phase check.
4. If a first phase check/qualification event in a simulator training phase is unsuccessful, the recommendation of the Director of Flight Training, or his designee, is required for the second check/qualification event in that phase.
5. The recommendation of the Director of Flight Training or his designee is required prior to any phase check/qualification event in aircraft training or Initial Operating Experience (IOE) regardless of whether additional training time has been utilized.
6. A Pilot may elect to withdraw from training at any time. If his withdrawal is not accomplished as provided in Paragraph 7 (below), this withdrawal shall constitute a training cycle failure and shall be addressed as provided in Article 11.Paragraph G. (below).
7. If a Pilot withdraws from a training cycle with the written approval of the Director of Flight Operations, or his designee, that Pilot will return to his current crew position and shall incur no training freeze. The Pilot's withdrawal shall not constitute a training cycle failure.
8. Due to the possibility of a training cycle failure or withdrawal from training, a Pilot's previous base bid and crew position will be held open until he successfully completes his training cycle, or sixty (60) days, whichever is longer.

E. PERFORMANCE STANDARDS

Performance standards shall be established by the Company and set forth in its policies and procedures. All Pilots must successfully complete required training to the established performance standards prior to being assigned flight duty. A written examination will be administered to each Pilot at the completion of classroom instruction during the ground training phase of Initial, Transition, Upgrade and Re-qualification Training. A minimum score of eighty percent (80%) is required for continuation of training. The oral examination will be graded as satisfactory (S) or unsatisfactory (U). Specific areas of Flight and Simulator Training will be graded as either satisfactory (S) or unsatisfactory (U).

F. TRAINING FAILURES

Every effort will be made to train the Pilot to proficiency. In cases where the Pilot's ability to successfully complete a training program is in doubt, the decision to offer additional instruction or terminate training (which will constitute a Training Failure) shall be made by the Director of Training, after consultation with the instructor(s) involved, the Chief Pilot/Chief Flight Engineer and the Training Committee. A Pilot's failure to complete a training cycle will constitute a Training Failure and the following will apply:

1. Transition and Upgrade

- a. After a first Training Failure in an aircraft type or crew position, a Pilot will return to his most recent aircraft type or crew position and will be frozen in that aircraft type or crew position for two (2) years from the date of his failure. The Pilot shall be re-qualified (if necessary) and returned to his former domicile.
- b. After a second Training Failure in an aircraft type or crew position, a Pilot will return to his most recent aircraft type or crew position and will be frozen in that aircraft type or crew position for two (2) years from the date of his failure. The Pilot shall be re-qualified (if needed) and returned to his former domicile.
- c. After a third Training Failure for upgrading training, a Pilot will have no further opportunity for upgrade training. After a third Training Failure for transition training, a Pilot will have no further opportunity for transition training in the aircraft in which the third failure occurred. However, if a Pilot that has had a third failure is a successful bidder on a different type aircraft, he will be allowed to hold that bid after the freeze in Paragraph F.1.b.

2. Proficiency Check

- a. First Failure: Following the first failure of a Proficiency Check, in an aircraft type or crew position, a Pilot will be given one(1) additional two-hour flight simulator training period and a recheck.
- b. Second Failure: Upon failure to re-qualify on the second Proficiency Check in an aircraft type or crew position, the Director of Training and the Chief Pilot/Chief Flight Engineer, after consultation with the Training Committee, will determine what action is to be taken by the Company.

3. Line Check

- a. First Failure: Following a Pilot's first Line Check failure in an aircraft type or crew position, the amount and type of additional training will be determined after a discussion among the Pilot, the Check Airman involved, the Director of Training and the Chief Pilot/Chief Flight Engineer.
- b. Second Failure: Upon failure to re-qualify on the second Line Check in an aircraft type or crew position, the Director of Training and the Chief Pilot/Chief Flight Engineer, after consultation with the Training Committee, will determine what action is to be taken by the Company.

4. Ground Training

Home Study:

Failure to return the Home Study exam(s) by the scheduled date, or achieve a score of eighty percent (80%), will result in the Training Department contacting the Pilot in order to verify a new date by which the Pilot must satisfactorily complete the Home Study exam. This new date shall not be more than fifteen (15) days from the original date. Failure to return the Home Study exam(s), or achieve a score of eighty percent (80%), by the established date will result in the Pilot's removal from line operations and pay status until a full three-day Recurrent Training Program is satisfactorily completed.

5. Ground Training Phase Failures

- a. A written examination if required must be successfully completed prior to receiving an oral examination. If a Pilot fails a required written examination, he shall be re-trained and re-tested. A Pilot who fails the second written examination in that cycle shall remain in his current crew position and shall incur a training cycle failure.
- b. If a Pilot fails the first oral examination in a training cycle, he shall be re-trained and if recommended by an instructor be re-tested. A Pilot who fails the second oral examination in that cycle shall remain in his current crew position and shall incur a training cycle failure.
- c. If a Pilot is not recommended by his instructor for his second oral examination another instructor shall examine the Pilot and determine whether he should be recommended for that examination. If the second instructor concurs with the first instructor's decision not to recommend the Pilot for examination he shall remain in his current crew position, and shall incur a training cycle failure.

6. Training Cycle Failure

A Pilot shall incur a training cycle failure if he:

- a. Fails a second written examination in ground training; or
- b. Is not recommended for a second oral examination in ground training; or
- c. Fails to satisfactorily complete a required simulator aircraft or IOE training phase including the additional training authorized by the Training Manual for that phase regardless of whether a phase check/qualification event is administered; or
- d. Fails two (2) phase checks/qualification events within the same simulator, aircraft, or IOE training phase; or

- e. Withdraws from training phase without the approval of the Director of Flight Operations, or his designee.

G. CREW STATUS

1. A Pilot who is subject to a crew status freeze in accordance with Article 11. shall be released from that freeze if he is involuntarily excessed or furloughed from the crew status in which he is frozen or can no longer hold that crew status due to legal restrictions.
2. Notwithstanding other provisions of Article 11., a Pilot may be assigned or awarded a crew status that he is otherwise "permanently ineligible" to hold if that crew status is the only crew status he could hold.
3. Nothing herein shall restrict deviation from the rules by mutual agreement between the Pilot and the Company where such deviation will aid or benefit the Pilot in completing any training requirement.
4. All Pilots assigned to equipment domiciles with International scheduled over water flying shall, at their option, be over water and LRN/GPS qualified within six (6) months of such assignment.
5. Performance evaluations in a simulator or an aircraft will only be performed by Company personnel that are qualified FAA designated Check Airmen.

H. TRAVEL

When training is conducted at a location other than a Pilot's base, transportation will be provided by the Company from the base to the training site and return to base, or to the scheduled departure point if returning to line flying. Travel to and from training will be conducted in accordance with Article 8. Deadheading. Pilots shall wear appropriate attire or their uniforms when traveling on Company business on an industry travel pass.

I. EXPENSES

Pilots will be provided lodging when attending training. Pilots will be eligible for Per Diem while attending training at a location other than their base. Per Diem will begin upon a Pilot's initiation of travel to training and terminate upon completion of travel following training. Per Diem accrual for recurrent training starts at class time if training is conducted at a Pilot's base. Hotels utilized for training will have laundry facilities.

ARTICLE 12

HOURS OF SERVICE

Article 12. HOURS OF SERVICE

A. GENERAL

1. This Agreement contemplates that Pilots devote their entire professional flying service to the Company, except that nothing in this Agreement shall be construed to prevent a Pilot from affiliating with the military service of the United States.
2. The Company may assign or award on-duty time, flight time, or reserve time to a Pilot, and a Pilot shall accept such assignments, provided that the assignments do not violate the duty time, flight time and rest requirements, or the scheduling provisions of this Agreement or the Federal Aviation Regulations (FAR's).
3. A Pilot shall not be scheduled to exceed five (5) landings, as part of an operating crew, in any duty period.
4. A Pilot shall not be scheduled to be away from his base for more than one hundred and sixty-eight (168) consecutive hours. However, after a scheduled trip is awarded or assigned, a Pilot may voluntarily agree to extend his time away from base.
5. The Company and the Pilot Scheduling Committee will meet quarterly for the purpose of reviewing schedules for compliance with this Agreement.

B. DOMESTIC PROVISIONS

1. Domestic provisions apply to activities conducted entirely within the contiguous forty-eight (48) states, Mexico, Canada and the Caribbean.
2. Domestic Block Hour Limitations (Scheduled):
 - a. A Pilot shall not be scheduled as a required Pilot in excess of eight (8) block hours during a single duty period or during any consecutive twenty-four (24) hour period, except as provided in Article 12. Paragraph B.2.b (below).
 - b. A Pilot may be scheduled as a required Pilot to exceed eight (8) block hours during any twenty-four (24) consecutive hours. Prior to exceeding eight (8) ABH in that period; however, he shall have received an intervening legal rest period.

3. Domestic Block Hour Limitations (Operational)

- a. A Pilot originally scheduled to operate for eight (8) block hours, or less, since the completion of his last legal rest period, but who, due to headwinds, ATC delays, or other unavoidable circumstances (including an intermediate stop for these reasons) is projected to exceed eight (8) ABH without an intervening legal rest period, shall be permitted to continue to base or to his layover station, whichever is scheduled to occur first, at which point he shall receive a legal rest period. However, a Pilot shall not block-out from a location after having exceeded eight (8) hours of block time in a twenty-four (24) hour period without an intervening legal rest period.
- b. If a Pilot is originally scheduled to exceed eight (8) block hours in twenty-four (24) consecutive hours, as provided in Paragraph B.2.b. (above), but due to headwinds, ATC delays, Customer delays or Acts of God (including any intermediate stops for these reasons), cannot receive the minimum required legal rest period, the following shall apply:
 - i. He may be rescheduled for a legal rest period; or
 - ii. His schedule may be revised to not exceed eight (8) block hours in twenty-four (24) consecutive hours; or
 - iii. He may be replaced.
- c. If a Pilot departs his base on a flight and makes an unscheduled return to that base without an intervening stop, and he is then projected to exceed eight (8) block hours in the same duty period, the Company may:
 - i. Reschedule the Pilot so as not to exceed eight (8) block hours; or
 - ii. Schedule the Pilot for a legal rest period to ensure future legality; or
 - iii. Remove the Pilot, and he shall be eligible for a trip substitution; or
 - iv. Remove the Pilot and compensate him pursuant to Article 3., Compensation.

4. On-Duty Limitations – Domestic

- a. A Pilot will not be scheduled for an on-duty period, which exceeds thirteen and one half (13.5) hours.
- b. The on-duty period in Paragraph 4.a. above may be extended to fourteen and one half (14.5) hours when the extension is due to operational requirement(s) or fifteen (15) hours when the extension is due to weather-caused delay to the extended trip itself.

- c. A Pilot may be assigned to additional duty time (which extends beyond any duty period prescribed by paragraphs 4.a. and 4.b. above) for the purpose of deadhead transportation so long as the total duty period, including such additional duty time, does not exceed sixteen (16) hours and the additional duty time contains no flight time.
- d. If a trip transits a base within a single duty period, at least one hour and thirty (1:30) minutes shall be scheduled between block in and block out. This paragraph does not apply to a transit which does not involve a change of aircraft.
- e. For all duty involving flying or deadheading:
 - i. The report time shall be one (1) hour prior to scheduled departure time.
 - ii. The release time shall be thirty (30) minutes after actual block-in.
 - iii. Commencement of a duty period shall not be delayed if block-out is rescheduled after check-in or report time, whichever is later.
 - iv. When the first activity in a duty period is surface deadheading, that duty period shall begin at the scheduled or rescheduled time of pickup.
 - v. When deadhead precedes flight duty in the same duty period, the following shall apply:
 - (a) If the deadhead is on a scheduled passenger air carrier at least one (1) hour and thirty (30) minutes shall be scheduled between block-in and block-out.
 - (b) If the deadhead is on Company aircraft, chartered aircraft, or surface deadhead, at least one (1) hour shall be scheduled between block-in and block-out.
 - vi. When deadhead follows flight duty in the same duty period, the following shall apply:
 - (a) If the deadhead is on a scheduled passenger air carrier at least one (1) hour and thirty (30) minutes shall be scheduled between block-in and block-out
 - (b) If the deadhead is on Company aircraft, chartered aircraft, or surface deadhead, at least one (1) hour shall be scheduled between block-in and block-out.
 - vii. When the last activity of a duty period is surface deadhead, that duty period shall terminate at the actual arrival time of the surface

deadhead.

- viii. If a Pilot cannot be scheduled for a return deadhead within four (4) hours after scheduled block in of his last revenue flight, he shall be given a legal rest period prior to his return deadhead. At the Pilot's option he may waive this requirement.
- f. Report time and release time for duty other than flying or deadhead shall be the scheduled time for the commencement of the duty and the actual time the duty ends, respectively.
- g. Standby
 - i. Airport Standby
 - (a) An airport standby duty period commences at report time for the standby.
 - (b) An airport standby duty period in which the Pilot is not assigned a trip shall not exceed eight (8) hours at the Dayton Hub and six (6) hours at all other airports. For airports other than Dayton, suitable standby facilities (e.g. nearby hotel room, FBO, or EWW facility) will be provided. Standby facilities are not required for standby at the aircraft of three (3) hours or less.
 - (c) An airport standby Pilot may only be assigned a trip with a report time during the eight (8) and six (6) hour standby period in Paragraph 4.g.i.(b) (above). If a Pilot blocks out on that trip, his duty period shall be subject to limits as specified in Paragraph B.4.a - c. and shall include time on airport standby prior to report time.
 - (d) If an airport standby Pilot operates a flight sequence and returns to that airport within the same six (6) or eight (8) hour airport standby periods listed in Paragraph 4.g.i.(b) (above), he shall contact CRS within thirty (30) minutes following block-in. He may be held in airport standby status for the remainder of his original standby period, provided that the Pilot could perform another assignment in compliance with the FAR's and the terms of this Agreement.
 - ii. Hotel Standby
 - (a) A hotel standby period shall not exceed twelve (12) hours. A Pilot may only be assigned duty commencing during the twelve (12) hour standby period.
 - (b) If assigned a trip, a hotel standby Pilot's duty period shall begin at the report time for that trip.

- (c) If assigned to airport standby duty, the Pilot's duty period shall begin at report time of the airport standby. If a Pilot is not assigned a trip, his airport standby shall terminate six (6) or eight (8) hours (as provided in Paragraph 4.g.i.(b) above) after beginning duty for that standby or at the end of the twelve (12) hour hotel standby period, whichever occurs first.
- (d) Upon completion of a trip, a hotel standby Pilot shall contact CRS within thirty (30) minutes following block-in.

5. Minimum Rest Periods between Duty Periods

A domestic rest period shall be scheduled for and a Pilot will receive not less than nine (9) hours from release from duty until the beginning time of the next duty.

C. INTERNATIONAL PROVISIONS

- 1. International provisions apply to flight activities of Pilots that originate from, have a destination of, or make an intermediate stop at a location outside the contiguous forty-eight (48) states, Mexico, Canada and the Caribbean. International provisions will be maintained for technical stops at locations within the contiguous forty-eight (48) states.
- 2. International block hour limitations:
 - a. Not more than twelve (12) SBH in any twenty-four (24) consecutive hours on a non-stop flight.
 - b. Not more than eleven (11) SBH in any twenty-four (24) consecutive hours on a flight having one (1) intermediate landing.
 - c. Not more than ten (10) SBH in any twenty-four (24) consecutive hours on a flight having two (2) or more intermediate landings.
- 3. On-duty Limitations – International:
 - a. A Pilot will not be scheduled for an on-duty period which exceeds fifteen (15) hours.
 - b. The on-duty period in Paragraph 3.a. (above) may be extended to sixteen (16) hours, or seventeen (17) hours for charter flights, when the extension is due to operational requirement(s).

- c. A Pilot may be assigned to additional duty time, which extends beyond any duty period prescribed by Paragraphs 3.a. and 3.b. (above), for the purpose of deadhead transportation so long as the total duty period, including such additional duty time, does not exceed sixteen (16) hours and the additional duty time contains no flight time. For deadheading to or from Pacific Rim destinations the deadhead will not exceed eighteen (18) hours of duty.
- d. For all duty involving flying or deadheading:
 - i. The report time shall be one (1) hour and thirty (30) minutes prior to scheduled departure time.
 - ii. The release time shall be thirty (30) minutes after actual block-in.
 - iii. Commencement of a duty period shall not be delayed if block-out is rescheduled after check-in or report time, whichever is later.
 - iv. When the first activity in a duty period is surface deadhead, that duty period shall begin at the scheduled or rescheduled time of pickup.
 - v. When deadhead precedes flight duty in the same duty period, the following shall apply:
 - (a) If the deadhead is on a scheduled passenger air carrier, at least one (1) hour and thirty (30) minutes shall be scheduled between block-in and block-out.
 - (b) If the deadhead is on Company aircraft, chartered aircraft or surface deadhead at least one (1) hour shall be scheduled between block-in and block-out.
 - vi. When deadhead follows flight duty in the same duty period, the following shall apply:
 - (a) If the deadhead is on a scheduled passenger air carrier, at least one (1) hour and thirty (30) minutes shall be scheduled between block-in and block-out.
 - (b) If the deadhead is on Company aircraft, chartered aircraft or surface deadhead, at least one (1) hour shall be scheduled between block-in and block-out.
 - vii. When the last activity of a duty period is surface deadhead, that duty period shall terminate at the actual arrival time of the surface deadhead.

viii. If a Pilot cannot be scheduled for a return deadhead within four (4) hours after scheduled block-in of his last revenue flight, he shall be given a legal rest period prior to his return deadhead. A Pilot may waive this requirement.

e. Minimum Rest Periods between Duty Periods.

An international rest period shall be scheduled for and a Pilot will receive not less than twelve (12) hours from release from duty until the beginning time of the next duty, with the exception of Mexico, Canada and the Caribbean which shall be operated under the domestic provisions of this Agreement.

f. International Duty Free Buffer

i. A Pilot shall be relieved of all duty for at least twenty-four (24) consecutive hours prior to the start of an international trip sequence scheduled to exceed one hundred and twenty (120) hours TAFB. This buffer shall not apply to Reserve or Standby Pilots.

ii. A Pilot shall be relieved of all duty for at least twenty-four (24) consecutive hours at the conclusion of an international trip with an actual time away from base in excess of one hundred and twenty (120) hours TAFB.

iii. A Pilot may waive the international buffer in f.i and f.ii, (above).

g. If a Pilot is delayed in the completion of his assigned duties beyond the scheduled or rescheduled termination time of his duty period as a result of customs clearance, that duty period shall end at the completion of those duties, provided he notifies CRS of his actual termination time prior to entering legal rest.

D. SCHEDULED DAYS OFF

1. A Pilot will be scheduled for at least twelve (12) calendar days off at base each bid period, except for Bid Period Thirteen (BP13). Once bids are awarded, a Pilot may voluntarily agree to work during scheduled days off.

2. A Pilot will be scheduled for at least one (1) calendar day off in any seven (7) consecutive calendar days.

E. MAXIMUM SCHEDULED BLOCK HOURS PER BID PERIOD

Eighty (80) Block hours shall constitute the maximum a Pilot may be scheduled to fly in a bid period.

F. NOTIFICATION AND CONTACT

1. Each Pilot is responsible for knowing his schedule as originally bid. The Company will notify each Pilot of any modifications to his schedule.
2. Prior to contacting a Pilot who is off duty, the Company will consider such factors as time of day, nature of schedule modifications, and flying availability status of the Pilot.
3. The Company will make an effort to contact a Pilot within one (1) hour prior to report time to inform him of delays.
4. If departures are rescheduled, such information will be communicated to the Pilot as soon as practicable without interrupting minimum rest requirements.
5. A Pilot shall notify Crew Scheduling if the Pilot will not be available at the crew hotel for contact and provide an alternate number.

ARTICLE 13

LEAVE OF ABSENCE

ARTICLE 13. LEAVES OF ABSENCE

A. PERSONAL LEAVES

1. A Pilot may request and the Company may grant a Personal Leave of Absence for reasons not covered by other leave policies.
2. A Pilot is eligible for a Personal Leave not to exceed thirty (30) calendar days, after the completion of twelve (12) months of continuous employment. A Pilot who has been continuously employed for five (5) years or more may be granted a Personal Leave of Absence not to exceed one-hundred twenty (120) calendar days. Personal leaves of other than thirty (30) or one-hundred twenty (120) calendar days, when requested for good cause, may be granted to the extent permitted by Company policy.
3. A Pilot who has taken a Personal leave of Absence as provided in Paragraph 2., (above), will not be eligible for another Personal Leave until twelve(12) additional months of continuous employment have elapsed.
4. Personal Leave in lieu of Furlough is governed by Article 23. of this Agreement.
5. During a Personal Leave, the Pilot will retain his relative seniority but shall not accrue longevity.
6. In the event a Pilot is required to undergo any additional training in order to return to Company Service (i.e. training that the Pilot would not have needed but for his absence), the Pilot will not be compensated for such training.
7. Personal leaves shall be without pay; however, a Pilot may elect to be paid any accrued, but unused, vacation available at the time the Personal Leave is requested or commences. Such use of vacation shall not extend the total amount of Personal Leave granted.
8. Any benefits or accruals during such leave shall be in accordance with Company policy.

B. FAMILY AND MEDICAL LEAVE (FMLA)

1. Medical Leave
 - a. A Pilot shall be granted a Medical Leave for his own serious health condition in accordance with the Federal Family and Medical Leave Act (FMLA) and applicable State law.
 - b. A Pilot may remain on Medical Leave for up to seven (7) years. At the end of the seven (7) year period, the Pilot shall be removed from the seniority list and shall forfeit all rights to recall or return to service.

- c. Pay and Benefits
 - i. Medical Leaves are granted on an unpaid basis. A Pilot who has unused sick leave available at the time a Medical Leave is requested or commences must substitute that pay for a corresponding amount of unpaid leave period.
 - ii. A Pilot who has accrued but unused vacation time available at the time a Medical Leave is requested or commences may substitute the available vacation time for a corresponding amount of the Medical Leave period.
 - iii. Company-provided benefits will continue for the first twelve (12) weeks of any Medical Leave in a rolling twelve (12) month period.
 - iv. A Pilot, if qualified, may receive other benefits and compensation (i.e. Company or State provided disability benefits, workers compensation, retirement benefits, or other insurance benefits) while on Medical Leave.

2. Family Leave

- a. A Pilot may request, and the Company shall grant, a Family Leave in accordance with the Federal Family and Medical Leave Act (FMLA) and applicable State laws.
- b. Family Leave is granted up to a maximum of twelve (12) weeks in a rolling twelve (12) month period.
- c. Pay and Benefits
 - i. Family Leaves are granted on an unpaid basis. A Pilot who has unused sick pay and/or accrued but unused vacation time available at the time the Family Leave is requested or commences may substitute this time for a corresponding amount of the unpaid leave period.
 - ii. Company provided benefits will continue for the first twelve (12) weeks of any Family Leave in a rolling twelve (12) month period.

3. FMLA General Conditions

- a. Except as may be otherwise provided in this Agreement, all FMLA-qualified leaves of absence will run concurrent with one another.
- b. All Company provided benefits will be continued at the Company's expense for up to a maximum of twelve (12) weeks for any one FMLA leave or a combination of FMLA leaves taken within a rolling twelve (12) month period. Benefits will cease and COBRA benefits will apply once a Pilot has reached the twelve (12) week maximum leave period.

- c. Substitution of paid leave for unpaid leave does not extend the total amount of Medical or Family Leave available to a Pilot.
- d. Any program or benefit for which a Pilot would ordinarily be required to make a payment, co-payment or other contribution if the Pilot were not on a leave of absence will continue to be the responsibility of the Pilot, and may be paid by the Pilot in advance of a leave or deducted from the Pilot's pay upon his return from the leave.
- e. A Pilot is required to give as much notice as is reasonably possible of his need for a leave of absence. To the maximum extent possible, the Pilot should schedule any planned medical treatment to minimize the disruption of Company business.
- f. A Pilot requesting an FMLA leave of absence shall obtain medical certification from a licensed health care provider of the need for the leave, or the continuation of the leave, or other documentation appropriate to the nature of the leave.
- g. A Pilot returning from an FMLA leave of absence shall be required to obtain medical certification from a licensed health care provider releasing the Pilot from the leave.
- h. Any change(s) to a benefit program that occurs during a leave period will be applicable to a Pilot on FMLA leave.
- i. For purposes of determining FMLA eligibility, a Pilot shall be deemed to qualify under the hours of service requirement of the FMLA if he has been paid for at least sixty percent (60%) of the minimum guaranteed hours for the thirteen (13) Bid Periods prior to the commencement of the FMLA leave (Minimum Bid Period Guarantee X 13 bid periods, multiplied by 60%).
- j. A Pilot returning from a leave of absence of not more than twelve (12) weeks in duration shall be permitted to return to his former vacancy or may elect to displace to any vacancy which he could have bid and would have been awarded had he not been on FMLA leave. A Pilot returning from a leave of absence of more than twelve (12) weeks in duration retains the opportunity to return to a crew position based upon his seniority.

C. LOSS OF MEDICAL CERTIFICATE LEAVE

- 1. A Pilot who is unable to maintain the medical certificate required for his position (i.e. Captain, First Officer or Flight Engineer), or, for medical reasons is unable to exercise his medical certificate privileges, shall be placed on Loss of Medical Certificate Leave, unless the Pilot voluntarily elects to displace to a status for which he remains medically qualified. In the event the Pilot is eligible for Family or Medical Leave Act (FMLA) leave at the time his Loss of Medical Certificate Leave commences, both leaves will run concurrent with one

another.

2. Pay and Benefits as defined in Paragraph B.1.c. 1-4, (above), will apply to Loss of Medical Certificate Leave.
3. A Pilot is eligible for Loss of Medical Certificate Leave on his first day of employment.
4. A Pilot returning from a Loss of Medical Certificate Leave, shall be permitted to return to his former vacancy, if available, and bid for a schedule, effective as of the bid period following his return and in accordance with his seniority. Until the beginning of this bid period, he shall be carried as an excess reserve.
5. A Pilot may remain on Loss of Medical Certificate Leave for not more than seven (7) years. At the end of the seven (7) year period, the Pilot shall be removed from the seniority list and shall forfeit all rights to recall or return to service.

D. FUNERAL LEAVE

A Pilot may request, and the Company shall grant up to five (5) consecutive calendar days of leave to attend services and address family matters related to the death or funeral of a member of the Pilot's immediate family (spouse, child, step-child, brother, sister, parent, grandparent, grandchild, current parent-in-law, current grandparent-in-law, current brother or sister-in-law, current son or daughter-in-law) or a relative living with a Pilot. A Pilot will continue to receive his Minimum Bid Period Guarantee rate of pay for the period of the leave. A Pilot must notify Crew Scheduling as soon as possible of the need for the leave, and may be required to provide verification of the family member's death.

E. EMERGENCY LEAVE

A Pilot may request, and the Company may grant, up to five (5) consecutive calendar days off in cases of serious family emergencies (e.g. fire, flood, or natural disaster affecting the Pilot's immediate family or household). A Pilot will continue to receive his Minimum Bid Period Guarantee rate of pay for the period of the leave. The Company may require verification of the nature of the emergency.

F. INCLEMENT WEATHER

A Pilot will be granted time off for severe weather conditions that create a clear hazard to travel. A Pilot will continue to receive his Minimum Bid Period Guarantee rate of pay for the period of the time off. The determination of when weather conditions warrant the granting of such time off shall be subject to Company discretion.

G. MILITARY LEAVES OF ABSENCE

1. Pilots who are members of the Armed Forces of the United States shall be granted Military Leaves of Absence in accordance with applicable law.
2. During the first twenty one (21) days of Military Leave of Absence, a Pilot shall retain seniority and accrue longevity, and accrue all the benefits of an active Pilot. Thereafter, a Pilot shall retain seniority and accrue longevity, but shall not accrue vacation or sick leave credit.
3. Re-employment rights and benefits shall be in accordance with the Uniformed Services Employment Rights Act.

H. LEAVE FOR JURY DUTY OR SUMMONS TO APPEAR

The Company will grant a leave for a Pilot summoned for jury duty. The Pilot must present the applicable summons to the Chief Pilot before the leave will be approved. A Pilot will be paid at his Minimum Bid Period Guarantee rate of pay and shall suffer no loss in longevity, benefits or accruals and may keep any jury duty pay received. A Pilot shall immediately notify the Company on his release from jury duty so he can be placed on flying status. A summons or subpoena for court service, other than jury duty, will also be considered a valid reason for excused absence without any loss of Minimum Bid Period Guarantee rate of pay, longevity, benefits, or accruals.

I. ALPA LEAVE

1. Leaves for Master Executive Council and other Association business shall be granted in accordance with the following:
 - a. Requests for release from duty for a Pilot attending to Association business shall be made to the Chief Pilot with a copy to Crew Scheduling. Such requests shall be signed by the President of the Association or by a member of the Emery Master Executive Council. These requests shall be given to the Company as far in advance as possible. The request will indicate names, dates, and duration for which the release is requested.
 - b. In the event difficulties occur in connection with the release of a Pilot(s) due to operational requirements, Crew Scheduling shall contact a member of the MEC. The Company shall make every effort to accommodate MEC requirements.
 - c. The Company shall pay a Pilot(s) for loss in pay or minimum guarantee, whichever is greater, while on authorized Association business.
 - d. The Association shall reimburse the Company for Loss of Pay paid to a Pilot(s) on leave for Association business under Paragraph I.1.c. (above), as provided in the negotiated Letter of Agreement.
2. Leaves for Pilots elected or appointed to the National Office shall be granted, at the request of the Pilot, for up to the length of the Pilot's term of office. In such case, the Association shall be responsible for pay and other benefits. The

Pilot shall retain any unused accruals until his return to duty and shall continue to accrue longevity during the term of the leave.

J. General

1. A Pilot wishing to request a leave of absence shall apply with the Chief Pilot or his designee. In cases where the Pilot wishes to return to service prior to the expected return date of his leave of absence, or where the leave was of indefinite duration, or where the leave was for more than one (1) bid period in duration, the Pilot shall give two (2) weeks notice to the Chief Pilot or his designee of the Pilot's projected return to service date.
2. A Pilot, upon his return from a leave of absence of more than one (1) bid period, shall be permitted to return to his former vacancy, if available, and bid for a schedule, effective as of the bid period following his return and in accordance with his seniority. Until the beginning of this bid period, he shall be carried as an excess reserve.

K. POST NATAL CARE LEAVE

A pregnant Pilot may request and shall be granted up to four (4) weeks of Post Natal Leave for purposes of child birth recovery and child nurturing. This leave will be without pay and benefits unless the Pilot is eligible for other pay or benefits as set forth in Paragraph B.1 and B.3., (above).

ARTICLE 14

SICK LEAVE

ARTICLE 14. SICK AND DISABILITY PAY

A. GENERAL

1. The purpose of sick pay is to protect a Pilot from loss of pay when he is unable to perform his duties because of his own non-work related illness or injury, mental illness, or disability (including pregnancy and childbirth).
2. A Pilot who, due to a non-work related injury or illness, is unable to perform or continue to perform his assigned duties shall be placed on a Medical Leave of Absence, as provided in Article 13. of this Agreement.
3. A Pilot who is scheduled for duty, and due to a non-work related illness or injury is unable to perform his duty assignment, shall immediately notify Crew Scheduling (CRS) of the reason for his inability to report and his anticipated return date. Upon notification, CRS will release that Pilot from his duty assignment and schedule a replacement if needed.
4. A Pilot shall remain on medical leave until he notifies CRS of his ability to return to active service. Upon return to active service a Pilot shall be responsible for any assignment(s) that has not been reassigned to another Pilot.
5. A Pilot is required to provide the Company with a written statement from a licensed health care provider explaining the Pilot's inability to perform his assigned duties because of a medical condition in the following circumstances:
 - a. The Pilot's absence from duty occurred on work day(s) within two (2) calendar days before or after his vacation period, or
 - b. The Pilot's absence from duty due to his own medical condition was for five (5) or more consecutive days.
6. When the Company has a good faith reason to question a Pilot's medical leave status, the Company may request satisfactory evidence of illness. The Company may require a doctor's certification if it notifies the Pilot and pays the expense of the initial examination. The examination will be conducted by a doctor designated by the Company.
7. A Pilot who is on a medical leave of absence for more than five (5) calendar days shall contact Human Resources during the next business day. Additional updates and status reports shall be provided on a mutually acceptable schedule to Human Resources or the applicable third party administrator.
8. If a Pilot receives Workers Compensation pursuant to Article 16, Workers Compensation, he may utilize his sick day(s) during any applicable State Workers Compensation benefit eligibility waiting period.

9. Upon recall, a furloughed Pilot shall be credited with a pro-rata portion of his annual sick pay eligibility pursuant to Paragraph B.2.
10. A Pilot who becomes ill or injured while away from his base on Company duty shall receive appropriate medical attention, including hospitalization, in accordance with the Company medical benefit provisions. The Company shall provide transportation when the Pilot is able to travel back to his home.

B. SICK PAY PLAN

1. A Pilot is eligible for sick days on the first day of employment as described in Paragraph B.2. (below). A Pilot's paid sick days shall not exceed ten (10) days per calendar year.
2. A newly hired or recalled Pilot will qualify for paid sick days as follows:
 - a. If hired or recalled in the first quarter (January, February, and March) a Pilot shall be eligible for ten (10) paid days that calendar year.
 - b. If hired or recalled in the second quarter (April, May, June) a Pilot shall be eligible for seven (7) paid days that calendar year.
 - c. If hired or recalled in the third quarter (July, August, September) a Pilot shall be eligible for four (4) paid days that calendar year.
 - d. If hired or recalled in the fourth quarter (October, November, December) a Pilot shall be eligible for two (2) paid days that calendar year.
3. The credit hour value of a sick day will be determined by dividing the Minimum Bid Period Guarantee hours by fourteen (14).
4. Paid sick days must be substituted for any corresponding amount of unpaid medical leave.
5. A Pilot who incurs a non-work related injury or illness during a trip sequence, training, or Standby duty will receive pay credit hours for the work performed prior to the non-work related injury or illness, plus available sick pay credits. Sick pay credits are payable in full day increments only.
6. A Reserve Pilot who incurs a non-work related injury or illness shall receive available sick pay credit hours in full day increments only.
7. Nothing in this Article shall alter a Pilot's responsibility to ensure that he has adequate rest prior to reporting to duty. A Pilot who removes himself from duty due to fatigue shall be placed on medical leave if the fatigue is determined, in good faith by the Company, to have not been related to a Company assigned trip or duty period.
8. Each Pilot shall be provided with a statement of his sick pay balance for the preceding year on or before the first Monday in February of each year. A Pilot

may review his sick pay balance with CRS or Human Resources during regular office hours.

9. Sick days are non-cumulative from year to year. The Company will make a non-elective Company contribution into a Pilot's 401(k) account for one-half (.5) of all unused sick days that are not first utilized in the Short Term Disability flow-through as provided in this Paragraph, (below), on the last day of the first quarter following the calendar year in which the sick days were available. This non-elective Company contribution will constitute an annual addition for the Plan year ending prior to the date of the contribution, up to the limit allowed by IRC Section 415 for such prior Plan year, and any excess will constitute an annual addition for the Plan year during which the contribution is made, up to the limit allowed by IRC Section 415 for such current Plan year. Unused sick days will be contributed pursuant to the following table:

<u>Unused Sick Days</u>	<u>Contribution Days</u>
10	5
9	4
8	4
7	3
6	3
5	2
4	2
3	1
2	1

The value of such contribution days will be determined pursuant to Paragraph B.3. (above).

C. SHORT TERM DISABILITY PLAN (STD)

1. The purpose of Short Term Disability (STD) pay is to provide the Pilot with greater economic security during extended periods of absence due to a non-work related illness or injury. An active Pilot may receive up to one (1) week's additional sick pay for each year of continuous service with the Company, up to a maximum of sixty (60) calendar days in a calendar year (including the ten (10) paid sick days) or until benefits become payable under the Company's Long Term Disability/Loss of Medical Certificate Plan, whichever occurs first.
2. Short Term Disability is paid at 100%, as calculated pursuant to Paragraph B.3. and C.1 (above).
3. Short Term Disability Leave extends from the first day of absence due to a non-work related illness or injury through the 60th consecutive calendar day of continuous non-work related illness or injury.
4. A Pilot accrues vacation days while receiving full pay under the Short Term Disability Plan.
5. Short Term Disability pay will be reduced by the amount of pay the Pilot

receives for the same period under any other Company plan or any governmental illness or injury income replacement program provided or mandated by any governmental authority.

6. The Company may require a Pilot on STD to undergo an independent medical exam at Company expense. In the case of conflicting reports by the Pilot's personal physician and the Company physician, the Company's physician and the Pilot's physician shall mutually agree upon an independent third physician whose decision shall be binding. The Company and the Pilot shall equally share the cost of any evaluation by an independent third physician.
7. A Pilot who is receiving pay under this plan will be eligible for Company-provided benefits.
8. A Pilot will not receive compensation for any unused sick pay upon separation from the Company.
9. The Sick Pay Plan, Paragraph B. provides for a maximum of ten (10) sick days to be available each calendar year. Sick days are non-cumulative from year to year. Pursuant to the table below, the Company will allocate the value of unused sick days available at the end of each calendar year to the Pilot's STD account. The allocation will not allow the Pilot to accrue in excess of sixty (60) days in his STD account;

<u>Unused Sick Days</u>	<u>Contribution Days</u>
10	5
9	4
8	4
7	3
6	3
5	2
4	2
3	1
2	1

The value of each sick day will be determined pursuant to Paragraph B.3. (above).

D. LONG TERM DISABILITY/LOSS OF MEDICAL CERTIFICATE PLAN

1. A Pilot is eligible to participate in the Long-Term Disability/Loss of Medical Certificate Plan beginning on his first day of active employment subject to all terms and conditions of the Company's Long Term Disability/Loss of Medical Certificate Plan.
2. Benefits under the Long-Term Disability/Loss of Medical Certificate Plan are paid at sixty six and two thirds (66 2/3) of the Minimum Bid Period Guarantee.
3. The eligible Pilot will receive benefits under the Loss of Medical Certificate Plan beginning on the 61st day of absence due to the Pilot's own non-work related

illness or injury, or loss of Medical Certification due to a medical condition, and ending when the Pilot is able to perform his duties, or twenty-two (22) months, whichever is earlier.

4. An eligible Pilot will receive benefits under the Long-Term Disability Plan after twenty-four (24) months of total disability due to his own non-work related illness or injury if he is unable to perform any job.
5. A Pilot is considered totally disabled under Long Term Disability only if wholly and continuously disabled by a non-work related illness or injury, under the regular care of a licensed physician and unable to perform the duties of his own or any occupation, employment or job by training, education or experience for which he is reasonably qualified.
6. The Pilot is required to furnish verification of total disability as requested by the Company or its applicable third party administrator.
7. Benefits are paid on the last working day of the month.
8. Benefits will be offset by any or all benefits received from other sources, such as:
 - a. Any disability or time-loss payments resulting from an illness or injury for which a third party is liable or which are covered or reimbursable under any auto, property, casualty or liability insurance.
 - b. Any amount to which the Pilot may be entitled under Worker Compensation laws, primary and dependent Social Security Disability Benefits, military disability benefits, federal or state statutory disability laws or a "no fault" insurance policy.
9. A Pilot who is expected to be disabled beyond five (5) calendar months is expected to file a claim for Social Security benefits.
10. A Pilot receiving pay under the Loss of Medical Certificate Plan or Long-Term Disability Plan will continue to receive Company-provided Health Benefits and Pension. Benefits that will not accrue are vacation and Savings and Investment Plans having a contribution.
11. When a Pilot returns from Loss of Medical Certificate Leave or Long-Term Disability Leave and within six (6) months of the return has a reoccurrence of the same medical condition, any resulting absence is considered a continuation of the original leave under this Plan.

ARTICLE 15

PHYSICAL STANDARDS AND EXAMINATIONS

ARTICLE 15. PHYSICAL STANDARDS AND EXAMINATIONS

A. COMPANY PHYSICAL STANDARDS AND EXAMINATIONS

1. Physical standards for Company physical examinations shall be no more restrictive than those standards set forth in the Federal Regulations and Waiver Policy to maintain an FAA Medical Certificate for Air Line Pilots.
2. It shall be the responsibility of each Pilot to arrange for regular medical examinations by a qualified aeromedical examiner of the Pilot's choice, as required by the Federal Regulations.
 - a. The Company shall provide a written reminder to the Pilot at least thirty (30) calendar days prior to the expiration of his certificate.
 - b. It is the responsibility of the Pilot to provide the Company's Training Department a copy of his new medical certificate at least five (5) calendar days before his old medical certificate expires. The Pilot shall promptly contact the Training Department in the event of unforeseen problems regarding this requirement.
 - c. The cost of required FAA physical examinations shall be borne by the Company.

B. COMPANY-REQUIRED EXAMINATIONS

1. The Company may require the Pilot to submit to a medical examination by a qualified Company-designated medical examiner should the Company have reasonable cause to question the medical qualification of a Pilot under the provisions of Paragraph A., (above), either to remain on flight status or to return to flight status after an illness or a medical leave. Should the Pilot request, the Company shall provide him with a written statement of the questions it has concerning his medical fitness prior to his examination date.
2. The cost of the Company-required examination shall be borne by the Company. In the event the examination is held at a location other than the Pilot's domicile or place of residence, the Pilot shall receive reimbursement for actual and reasonable expenses incidental to his attendance. A Pilot shall suffer no loss in pay as the result of attending any medical examination conducted in compliance with Paragraph B. 1. of this Article.
3. Any Pilot who fails to pass the Company physical examination will be removed from flight pay status and, based on eligibility, may be placed on sick days, medical leave, or such other applicable status as may be provided in this Agreement. Such Pilot may, at his option, have his case reviewed in the following manner:

- a. He may employ a qualified medical examiner of his own choosing and at his own expense to conduct a physical examination for the same purpose as the physical examination made by the medical examiner designated by the Company.
 - b. A copy of the findings of the employee-designated medical examiner will be provided to the Company, and in event the findings confirm the results of the Company-designated medical examiner, no further medical review of the case shall be afforded.
 - c. In the event that the findings of the employee-designated medical examiner disagree with the findings of the Company-designated medical examiner, the Company will, within thirty (30) calendar days, at the written request of the employee, ask that the two (2) medical examiners agree upon and appoint a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of making a further physical examination of the employee.
 - d. The third party medical examiner will make a further examination of the Pilot within a thirty (30) calendar day period, and the case shall be settled on the basis of his findings.
 - e. The expense of employing the third party medical examiner shall be borne one-half (.5) by the Pilot and one-half (.5) by the Company. Copies of the third party medical examiner's report will be provided to the Company and to the Pilot.
4. Medical records and other information obtained as the result of a Company-required medical examination or subsequent examinations pursuant to Paragraph B. 1. (above), shall be treated as confidential. To the extent possible, access to such records and information shall be restricted to only that information required to resolve medical fitness issues and only those individuals with a bona fide need for such information.

C. SUBSTANCE TESTING

1. The Company shall require Pilots to undergo drug and alcohol testing to the extent required by Federal Regulations and Company policy. The Company shall provide the Association with a copy of its drug and alcohol testing policy, as applicable to Pilots.
2. Where, because of a Pilot's actions, conduct or appearance on the job, the Company has reasonable cause to suspect that the Pilot is under the influence of alcohol, drugs, or other controlled substances, the Pilot will be requested to immediately submit to screening tests, including breathalyzer and urine testing. A Pilot who refuses to participate in the testing will be subject to appropriate action by the Company.

3. A Pilot who fails to comply with Federal or Company standards on drug and alcohol use will be subject to appropriate action by the Company.
4. The Company will assure that personnel administering Company drug and alcohol tests comply with all applicable Company policies and Federal Regulations governing such tests.
5. A Pilot requested to submit to a drug and alcohol test shall suffer no loss of pay resulting from his participation in such test(s) if the test(s) results are negative.
6. When a Pilot is required to undergo drug testing, the Company will utilize a “split sample” procedure.
 - a. One sample shall be used for the test. The cost of maintaining the “chain of custody” and the test itself shall be borne by the Company.
 - b. The second sample shall be retained and stored in a manner which shall preserve its validity as a testing sample and which complies with “chain of custody” requirements.
 - c. In the event the first sample tests negative, the second sample shall be destroyed.
 - d. In the event the first sample tests positive, the Pilot may direct, within seventy-two (72) hours of notification, that the second sample be tested by a NIDA (National Institute of Drug Abuse) certified laboratory of his choice. The Company shall bear all costs associated with the forwarding and testing of the second sample.
7. If the FAA requires, or the Company makes, any change(s) to the drug and alcohol testing program, the Company shall notify the Association prior to the implementation of the change.
 - a. The parties shall meet and confer on the manner in which the change(s) is to be accomplished.
 - b. Should the Company be required to implement any changes before conferences can be held, the conferences shall occur within thirty (30) calendar days of implementation of the changes.

ARTICLE 16

WORKERS' COMPENSATION BENEFITS

ARTICLE 16. WORKERS COMPENSATION AND OCCUPATIONAL SICK LEAVE BENEFITS

Workers' Compensation benefits for occupational related illness or injury shall be provided by the Company for all Pilots as follows:

- A.** A Pilot who has applied for and been found eligible for Workers' Compensation benefits shall be paid not less than the amount prescribed by the applicable State Workers' Compensation laws, beginning with the date of illness or injury and continuing for the period prescribed by the applicable Workers' Compensation law.
- B.** In the event the Pilot is eligible for FMLA leave and/or Loss of Medical Certificate Leave at the time his Workers' Compensation Leave commences, all leave periods, and associated benefits, shall run concurrent with one another.
- C.** A Pilot may use his available sick pay to supplement Workers' Compensation pay during the initial qualifying period. The Company shall supplement Workers' Compensation benefit payments made to the Pilot after the initial qualifying period by an amount which, when added to benefit payments, will equal sixty-six and two-thirds (66 2/3) percent of the Pilot's bid period guarantee or the applicable State Worker's Compensation benefit payments, whichever is greater.

ARTICLE 17

PRISONER HOSTAGE OR HIJACKING BENEFITS

ARTICLE 17. PRISONER, HOSTAGE OR HIJACKING BENEFITS

- A. Pilots who, while performing duties or while away from their domiciles in the service of the Company, are interned or are taken prisoner of war, are hijacked, held hostage, or become missing, unless caused by their own willful misconduct, shall retain their seniority and accrue longevity, and shall be provided the benefits set forth below. This Article shall not apply to pilots who are held or imprisoned as the result of criminal charges not related to the performance of their duties.

- B. A Pilot covered under Paragraph A., (above), shall be deemed to be in active service for pay and benefits. He shall be paid each bid period an amount equal to his average bid period compensation based upon his previous thirteen (13) consecutive bid periods, or his current bid period guarantee, whichever is greater. Payments shall continue until the earliest of thirty six (36) months, until the Pilot returns to the service of the Company, or until the Pilot's death is legally established.

- C. The Bid Period compensation allowable under Paragraph B. of this Article to a Pilot, who is missing, shall be credited to such Pilot on the books of the Company and shall be disbursed by the Company in accordance with written direction from him. Each Pilot is required to execute and deliver to the Company a written direction in the form depicted below:

To Emery Worldwide Airlines, Inc.

DATE: _____

“You are hereby directed to pay all compensation allowable to me, and any other benefits stipulated in the Pilot's Agreement, while missing, or resulting from death or any other condition which causes direct payment to me to be impossible, as provided under Article 17 of the Agreement between Emery Worldwide Airlines, Inc., and the Air Line Pilots in the service of Emery Worldwide Airlines, Inc., as represented by the Air line Pilots Association International to:

_____ (Name) (Address)

as long as living, and thereafter to _____ (Name)

_____ as long as living, and thereafter to (Address)

_____ (Name) (Address)

as long as living”.

“The balance, if any, and any amounts accruing after death of all persons named in the above designations shall be held for me, or in the event of my death before receipt thereof, shall be paid to the legal representative of my estate.”

“Any modifications to this agreement must be made on a copy of this form, however, if no copy is available due to reasons beyond the control of the Pilot, this agreement may be modified by a letter signed and dated by the Pilot. Any modification shall become effective upon receipt of the form or letter by the Company.”

“Payments made by the Company pursuant to this direction shall fully release the Company from the obligation to make any further payment with respect to wages, benefits, or expenses for the time period covered in Article 17, Paragraph B., of the Agreement. This provision shall not be construed to reduce dependent insurance coverage and life insurance benefits”.

(Pilot Signature)

(Witness Signature)

Date Signed: _____

Date Signed: _____

- D. Any payments due to any Pilot under this Article in the event of his death, shall be paid to the legal representative of his estate.
- E. A Pilot covered under Paragraph A., (above), who returns to his domicile, shall be entitled to any position he would otherwise have been awarded and which his seniority entitles him, and to whatever training may be required to qualify or re-qualify for that position.

F. CRAF OPERATIONS – GENERAL

In the event the Company participates in CRAF operations, the flight and duty time limitations set forth in this Agreement and in the Federal Aviation Regulations applicable to non-CRAF flight operations shall continue to apply to all flights operated by Emery Worldwide Airlines Pilots’ unless modification of these limitations are specifically required by the Department of Defense and an appropriate waiver is issued by the FAA. Flight and duty time limitations, as set forth in this Agreement, shall be considered to be temporarily modified in accordance with the direction of the Department of Defense and FAA for the duration of the CRAF operation and for those flights contracted as a part of that operation.

G. CRAF ACTIVATION

- 1. It is agreed and understood that the provisions of this Article shall be applicable only to the Company’s Civil Reserve Air Fleet (CRAF) activated operations which occur as a result of activation of Civil Reserve Air Fleet by appropriate governmental authority or operations conducted by the Company into or over hostile areas.
- 2. It is agreed and understood that all provisions of this Agreement, amendments thereto and supplemental agreements, except those sections which are

specifically modified or excepted by this Article, shall be applicable to the Company's CRAF or hostile area operations.

3. A hostile area, for the purposes of this Agreement, will include an area so designated by the Secretary of Defense or other appropriate governmental authority.
4. Operations in a hostile area shall be from block-out of a flight which transits, overflies, or terminates in a hostile area until the return flight blocks-in from the hostile area.
5. Emery Worldwide Airlines Pilots' participation in CRAF or Hostile Area Operations shall be voluntary unless the Company would be unable to comply with the requirements of the Department of Defense for the operation with only voluntary crews.
6. If there are not sufficient volunteer Emery Worldwide Airlines Pilots in their current status to operate CRAF activated flights into a declared hostile area, the Company retains the right to utilize any Emery Worldwide Airlines Pilots in accordance with the provisions of this Agreement.
7. A Hostile Act is defined as any hostile detonation of any weapon of war, or any malicious act or act of sabotage, vandalism or other act intended to cause loss or damage, or any act or events caused by forces engaged in military operations which results in harm to Emery Worldwide Airlines aircraft or Pilots.
8. If, as a result of any Hostile Act evolving from and relating to the situation which prompted the CRAF or hostile area operation while the Pilot is performing duty in such operation, the Pilot loses his life, the Company shall provide supplemental life insurance in the amount of five hundred thousand dollars (\$500,000) to be paid to the Pilot's named beneficiary in addition to that insurance provided for in Article 27.
9. If, as a result of a Hostile Act as described in Paragraph G.7. (above), the Pilot becomes disabled, the Pilot shall suffer no loss of income for the term of disability, or for the period of ten (10) years, or age 65, whichever is earliest. The Pilot shall receive sufficient compensation during this time period, such that, after adding Worker's Compensation, Social Security, and any other remuneration received through government or Company programs, to sustain the Pilot's pay period guarantee at the same level as the average of his preceding thirteen (13) bid periods.

ARTICLE 18

**WITNESSES
&
REPRESENTATIVES**

ARTICLE 18. WITNESSES AND REPRESENTATIVES

- A.** A Pilot shall have the right to be represented at any hearing by an Association representative or the designee of the grievant with the approval of the Association, provided the Company has been notified in writing.
- B.** Either party has the right to call witnesses at any hearing. 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 service of the Company.
 - 1. The Company shall make every effort to release all the witnesses and shall coordinate the scheduling of requested releases with the Association before making any final determination of granting or delaying releases.
 - 2. No hearing shall be concluded until all witnesses have been heard.

C. TRANSPORTATION

Each party shall assume responsibility for transportation and travel expenses for any witnesses and representatives called by that party. Transportation on Company aircraft, if available, shall be free of charge.

D. PAY AND CREDIT

- 1. A Pilot required by the Company to appear as a witness or a representative at the Company's request shall receive pay and credit as follows:
 - a. A Pilot holding a regular line of time shall receive pay and credit for the trips as shown on his line or his minimum duty period pay, whichever is greater.
 - b. A reserve Pilot shall receive the same credit he would have received had he fulfilled his reserve requirement.
 - c. If the appearance is on a Pilot's day off, at the Pilot's option, he shall receive his minimum duty period pay, or the Company shall replace the days.
- 2. In the event a Pilot is called as a witness by the Association, the Association shall be responsible for the compensation and expenses of that witness.

ARTICLE 19

**INVESTIGATION
&
DISCIPLINE**

ARTICLE 19. INVESTIGATION AND DISCIPLINE

- A.** Before a Pilot is discharged, suspended without pay or disciplined, the Pilot shall be notified in writing of the precise charge or charges against him. Written charges may be presented to the Pilot in person or by certified mail (return receipt requested). The Company may suspend a Pilot with pay (based on minimum guarantee) and Company provided benefits, pending the completion of the investigation and due process hearing of the charges against him. In any case, notification to the Pilot must be made within sixty (60) days of the date on which the Company had, or reasonably should have had, knowledge of the event or action upon which the charge or charges are based.
- B.** A Pilot shall be given the necessary time, not to extend fifteen (15) calendar days from the date he first receives notice of the charges against him, to request and prepare for a due process hearing in front of the Director of Operations, or his designee, and to secure the presence of witnesses. A Pilot shall have the right to be represented by a Company employee of his choice or his duly accredited representative(s) at this hearing.
- C.** The Director of Operations, or his designee, shall promptly announce his due process hearing decision in writing. If the decision is not satisfactory to the Pilot, it may be appealed to the Chief Operating Officer and, if not satisfactorily resolved by that step, to the System Board of Adjustment in the manner provided in Article 20 of this Agreement.
- D.** If, as a result of any hearing or appeal, a Pilot is exonerated, the following shall apply:
 - 1. He shall be reinstated without loss of seniority and longevity.
 - 2. He shall be paid for the time lost as if he had flown his schedule or, in the case of Reserve Pilots, in accordance with Article 4.
 - 3. His personnel records shall be cleared of any references to the charges.

ARTICLE 20

**GRIEVANCE
PROCEDURE**

ARTICLE 20. GRIEVANCE PROCEDURE

A. GRIEVANCE PROCESS

1. Any Pilot or group of Pilots who has a grievance concerning any action of the Company affecting him shall be entitled to have the grievance handled in accordance with this procedure. Prior to filing a formal grievance, the Pilot or Pilots must discuss the matter with their respective supervisor within sixty (60) calendar days in an attempt to resolve the matter.
2. In the event the matter is not satisfactorily resolved for the Pilot, a written grievance may be filed. When a written grievance is filed, it shall contain a reference to the provisions of the Agreement alleged to have been breached, a short, concise statement of the facts involved, and the requested remedy. A grievant shall have the right to be represented at the Grievance Meeting by a Company employee of his choice or by his duly accredited representative.
3. The grievance shall be handled in accordance with the following:
 - a. The grievance shall be presented to the Director of Operations or his designee within sixty (60) calendar days after the Pilot (s) has or reasonably would have had, knowledge of the matter giving rise to the grievance.
 - b. At the request of the grievant or the Company, a meeting shall be held within fifteen (15) calendar days of receipt of the grievance. Each party may present witnesses and evidence as deemed necessary.
 - c. Within fifteen (15) calendar days of the conclusion of the Grievance Meeting, or thirty (30) calendar days from receipt of the grievance, if no meeting has been requested, the Director of Operations, or his designee, shall answer the grievance in writing to the grievant(s).
4. An appeal of the Director of Operations answer may be made in the following manner:
 - a. APPEAL

If the decision of the Director of Operations is unacceptable to the grievant(s) the grievant(s) may appeal the decision to the Chief Operating Officer. Such appeal must be made within fifteen (15) calendar days of receipt of the Director of Operation's decision by the grievant(s).
 - b. GRIEVANCE MEETING
 - i. Each month, the Chief Operating Officer, or his designee, and an Association grievance representative designated by the Master Executive Council, shall agree upon a mutually convenient date for a grievance meeting at which any grievances appealed during the previous month will be reviewed and discussed. It is expected that

such meetings will be scheduled and held monthly unless there are no grievance appeals which remain to be heard or unless the parties agree otherwise.

- ii. The Chief Operating Officer, or his designee, and the Association grievance representative will make every effort to settle or otherwise resolve all grievances reviewed and discussed at the meeting. If either party deems it necessary, that party may present witnesses and evidence.

c. ANSWER TO APPEAL

If the Chief Operating Officer, or his designee, and the Association grievance representative are unable to settle or resolve a grievance at the meeting, within fifteen (15) calendar days of the conclusion of the meeting, the Chief Operating Officer, or his designee, shall answer the appeal in writing to the grievant(s).

5. If the decision of the Chief Operating Officer is unacceptable, the Association may appeal his decision pursuant to Article 21, System Board of Adjustment. Such appeal must be within twenty (20) calendar days of receipt by the grievant of the Chief Operating Officer's decision.

B. GENERAL

1. By written mutual agreement between the Company and the Association, any or all of the steps of this Section may be by-passed.
2. The time limits contained herein may be extended by written agreement between parties.
3. Failure on the part of the Company, the grievant(s), or the Association, to adhere to any of the time limits in this Article shall constitute a waiver of the failing party's position unless an extension of time has been mutually agreed to and the extension has not been exceeded.
4. All notification in writing to the Company, grievant(s) and Association shall be by Certified Mail, Return Receipt Requested. Copies of all correspondence between the Parties shall be provided to the Association's designated Contract Administration Office.
5. The cost of a stenographic report of a Grievance Meeting that is taken in whole or part will be borne equally by the parties requesting copies of such report.
6. All hearings provided for in this Article shall be held at reasonable times and at the general offices of the Company in Dayton, Ohio unless mutually agreed otherwise.

7. Grievances filed by the Company arising out of the interpretation or application of this Agreement will proceed directly to the Systems Board of Adjustment.
8. A grievance may be settled or withdrawn at anytime.

ARTICLE 21

SYSTEM BOARD OF ADJUSTMENT

ARTICLE 21. SYSTEM BOARD OF ADJUSTMENT

A. SYSTEM BOARD

In compliance with Section 204, Title II of the Railway Labor Act, as amended, a System Board of Adjustment is established for the purpose of adjusting and deciding disputes which may arise under, and involve the interpretation and application of the terms of this Agreement and any amendments or additions hereto. The Board shall be known as the Emery Worldwide Airlines Pilots System Board of Adjustments (hereinafter referred to as the "Board").

B. COMPOSITION OF THE BOARD

1. The Board shall consist of three (3) members, one selected by the Company, one selected by the Association, and one neutral member.
2. Each party shall advise the other, in writing, of the names of its appointees and such designation shall continue in effect until successors are appointed. Association members shall be selected and appointed by the President of the Association and Company members shall be selected and appointed by the Chief Operating Officer. In the same manner, the Association and Company shall each designate one or more alternates, and in the event of unavailability of a Board Member, an alternate of that party shall act as a Board Member in place of the absent Board member. Either party shall have the right to change its representative periodically, provided that notification of such representation for any particular dispute must be made prior to the start of the scheduled hearing.
3. Original Company and Association Board Members and alternates shall be appointed within thirty (30) days of the date this Agreement shall become effective. Vacancies shall be filled in the same manner as is provided herein for the selection and appointment of the original Board members and the original alternates.
4. The neutral member of the Board shall preside at meetings and hearings of the Board and shall be designated as Chairman of the System Board of Adjustment. It shall be the responsibility of the Chairman to guide the parties in the presentation of testimony, exhibits and arguments at hearing to the end that a fair, prompt and orderly hearing of the dispute is afforded. The Board shall meet in Dayton, Ohio unless another location is previously agreed to by the parties.

C. JURISDICTION OF THE BOARD

1. The Board shall have jurisdiction over disputes between any employee covered by the Pilot's Agreement and the Company growing out of grievances or out of the interpretation or application of any of the terms of the Pilot's Agreement.
2. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions covered by existing

Agreements between the parties, or as subsequently executed. The jurisdiction of the Board shall not extend to discipline or discharge grievances filed by probationary Pilots.

3. 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 the dispute has not been previously settled in accordance with the terms and within the time limits provided for in Articles 19 and 20 of this Agreement.
4. The Board's decision shall be final and binding and conclusive on the Company and the Association.

D. PROCEEDINGS BEFORE THE BOARD

1. All disputes properly submitted to the Board for consideration shall be addressed to the Members of the Board, including all papers and exhibits. 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.

Each case submitted shall include:

- a. Question or questions at issue
 - b. Statement of facts with supporting documents
 - c. Position of employee or employees
 - d. Position of the Company
2. Upon receipt of the submission, the responding party will have fifteen (15) calendar days to submit its position to the Board.
 3. No matter shall be considered by the Board, except by mutual agreement of the parties, which has not first been handled in accordance with the provisions of Articles 19 or 20 of this Agreement.

E. CALENDAR AND PANEL

1. Prior to the start of each calendar year, the panel of arbitrators provided in Paragraph 2, (below), shall be contacted and secured to serve as neutral members of the Systems Board of Adjustment. The result shall be the tentative scheduling of twelve (12) days of arbitration, i.e., four (4) three-day sessions with one (1) session in each calendar quarter. The parties shall alternate in the administrative process of securing and coordinating dates with the arbitrators and each other. In the event the quarterly sessions are insufficient to provide for the hearing, without unreasonable delay, of all cases properly submitted, additional dates will be scheduled with the existing quarterly neutral on an as needed basis. Only on the occurrence of no case

being pending before the System Board or by mutual agreement of the parties, shall the arbitrator be released.

2. The parties shall establish and maintain a panel of five (5) neutrals to serve as arbitrators and neutral Members of the System Board of Adjustment. In the event of a vacancy on the panel during the term of this Agreement, the parties will consult and agree upon a replacement neutral. If the parties are unable to agree within thirty (30) days of the initial consultation, either party may request that the National Mediation Board to provide a panel of arbitrators from which a replacement neutral will be selected.
3. No later than thirty (30) calendar days prior to the scheduled quarterly session, each party shall advise the other of which case or cases from those it has submitted to the Board it intends to present at the session. At the same time, copies of submissions filed in accordance with Paragraph D., (above), concerning the cases to be heard shall be forwarded by the Association to the Chairman. Not later than fifteen (15) calendar days prior to the scheduled quarterly session, each party shall advise the other of the witnesses it expects to call for each case to be presented to the Board.
4. The number of witnesses summoned at any time shall not be greater than the number which can be spared from the operation without interference with the service of the Company. If a witness necessary to the hearing cannot be released without interference to operational requirements, the hearing will be recessed until such time as that witness is available. The Board may utilize alternative means of taking testimony such as telephone and videotaped testimony, depositions, etc.
5. The Board shall meet with the purpose of hearing and deciding the case to be determined. The Board will render its decision in writing as promptly as possible.

F. GENERAL

1. Pilots covered by this Agreement may be represented at Board hearings by an Association representative or, with the approval of the Association, by a person or persons they may choose and designate, and the Company may be represented by a person or persons it may choose and designate. Evidence may be presented either orally, or in writing, or both. All witnesses testifying shall do so under oath.
2. The expenses and reasonable compensation of the neutral selected as provided herein shall be borne equally by the parties. Each of the parties will assume the compensation, travel expense and other expenses of the Board Member selected by it. Similarly, each party shall be responsible for the compensation, travel expense and other expenses of witnesses called by it. In the case of Company employees other than Pilots, the Association shall not be required to compensate such employees if called to testify in cases where their actions or duties within the scope of their employment are the subject matter of the grievance. In any event, when non-pilot employees are called, every effort

shall be made to minimize interruption to their service with the Company.

3. It is understood and agreed that each and every Board Member shall be free to discharge his duty in an independent manner, without fear that his individual relations with the Association, the Company or with the employees may be affected in any manner by any action taken by him in good faith in his capacity as a Board member.
4. The expense of stenographic services, when used by mutual agreement to transcribe Board proceedings, shall be borne equally by the parties.
5. Board Members, witnesses, representatives, and grievants shall be granted sufficient time off as reasonably necessary for the performance of their duties, including preparing for and presenting cases.
6. The time limits specified in this Article may be extended by mutual agreement of the Company and the Association.
7. Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the employees or to the employer, or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended.
8. The Board shall, for a minimum period of five (5) years, maintain a complete record of all matters submitted to it for its consideration and of all their findings and decisions.
9. A copy of all minutes, correspondence, decisions and membership changes of the System Board of Adjustment shall be furnished to the ALPA designated Contract Administration Office, MEC Chairman, and Director of Operations.
10. The Chairman of the Board, on the request of either party or any individual Board Member, may summon any witnesses who are employed by the Company who may be deemed necessary to the dispute.
11. The Board shall have the authority to incur other expenses as in their judgment may be deemed necessary for the proper conduct of the business of the Board, and these expenses shall be borne one-half (.5) by each of the parties.
12. The Board shall have the authority for the administration and interpretation of this Article of the Agreement.

ARTICLE 22

SENIORITY

ARTICLE 22. SENIORITY

A. GENERAL

1. Seniority of a Pilot shall begin on his date of hire, which is defined as his first day of training.
2. When two (2) or more Pilots are employed on the same date, the relative seniority of the Pilots shall be determined by chronological age, the oldest Pilot shall be placed on the seniority list first. When two or more Pilots are employed on the same date and have the same birth date, their relative seniority position shall be determined by the last four digits of the individuals Social Security number, the lower number being the more senior.
3. A Pilot's relative seniority shall never change, except as otherwise provided in this Agreement.
4. In case of Medical Leave of Absence, the Pilot retains rights to his seniority for up to five (5) years, or, age sixty-five (65), whichever is earlier.
5. Seniority shall govern all Pilots in case of promotion and demotion, their retention in case of reduction in force, their assignment or reassignment due to expansion or reduction in schedules, their reemployment after release due to reduction in schedules, their reemployment after release due to reduction in force, and their choice of vacancies. This paragraph does not apply to promotions or demotions to or from Company Management positions.
6. A Pilot shall forfeit all employment and seniority rights as a Pilot under the following conditions:
 - a. He resigns or retires (except for Medical Leave of Absence);
 - b. He is terminated for just cause;
 - c. He declines recall or fails to notify the Company of his intent to return to service from furlough;
 - d. He is on furlough for more than five years;
 - e. He fails to return to work at the expiration of a leave of absence or extensions as permitted in Article 13. A., of this Agreement.

B. The Emery Worldwide Airlines Pilots' System Seniority List shall be the seniority list published by the Company on the ratification of this Agreement, and that list may be modified in accordance with the provisions of this Article. This seniority list is attached hereto as Appendix H.

1. The Company shall update the seniority list semi-annually, beginning January 31st each year, and shall post the list within ten (10) days. Any changes from the preceding list shall be noted.

2. Each Pilot shall be given, in his Dayton mail box, one (1) copy of the updated seniority list showing numerical and alphabetical orders within ten (10) days of posting.

C. PROTEST ON SENIORITY

1. All Pilots, including management Pilots, shall be listed on the Emery Worldwide Airlines Pilots' System Seniority List.
2. A Pilot shall have a period of thirty (30) days after the posting of the seniority list to protest to the Chief Pilot any omission or incorrect posting affecting his seniority.
3. Pilots on vacation, leave of absence or furlough shall be permitted thirty (30) days after return to duty to make any protest affecting his seniority.
4. Unresolved protest may be filed as a grievance pursuant to Article 20 Grievance Procedure.

D. PERIOD OF PROBATION

1. Each Pilot shall be on probation for three hundred and sixty five (365) days from the date of hire.

ARTICLE 23

REDUCTION IN FORCE, FURLOUGH, & RECALL

ARTICLE 23. REDUCTION IN FORCE, FURLOUGH AND RECALL

A. PERIOD OF FURLOUGH

A furlough may be for a period of up to five (5) years, or a period equal to the Pilot's length of service prior to the furlough, up to a maximum of ten (10) years.

B. ORDER OF FURLOUGH

The order of furloughs will be by inverse order of seniority.

C. NOTICE OF FURLOUGH

1. When a furlough is scheduled, the Company shall first notify the MEC of the number of Pilots to be furloughed and effective date of the furlough. Thereafter, the Company shall post a notice at all Pilot bases advising of the effective date of the furlough, the anticipated length of the furlough, and the number of Pilots to be furloughed.
2. Notice of furlough shall be by Certified Mail, Return Receipt Requested, overnight mail, hand delivery with personal contact, or telephone call, to the most recent address provided by the Pilot, and shall state the effective date of the furlough.
3. Notice of furlough by personal contact or telephone call shall be confirmed in writing by Certified Mail, Return Receipt Requested, from the Company.
4. A furloughed Pilot will file his current address and telephone number with the Company at the time of furlough. Any change in address or telephone number must be supplied to the Company promptly.
5. A Pilot shall receive not less than two (2) weeks advance notice in writing of any furlough, or pay in lieu thereof; provided that when conditions outside the Company's control, such as war, foreign invasion, strikes, work stoppages, mandatory and unanticipated grounding of aircraft, official State emergency or Act of God, render such notice impossible, the pay provision shall not apply. Strikes and work stoppages mean strikes and work stoppages against the Company called by any union or unions having agreements with the Company that would physically cripple the Company to the extent that it would be unable to perform its function as a common carrier.
6. The Company may cancel a furlough by notice to the Pilot in writing prior to the effective date of the furlough period.

D. FURLOUGH BENEFITS

1. Health Plan benefits will be continued for up to sixty (60) days during the furlough period. If after sixty (60) days a Pilot has not been recalled, benefit coverage will cease and the Pilot will receive information about COBRA benefits.
2. When a Pilot is furloughed, he shall receive his accrued vacation pay. The Company will make every effort to insure that expense reimbursement checks will be issued within three (3) weeks from the date the Company receives a Pilot's final expense report.

E. RECALL

Recall is subject to the following conditions:

1. Pilots will be recalled in order of system seniority.
2. If a Pilot is recalled, he shall retain his number on the Pilot seniority list and will have his longevity date adjusted to reflect the amount of time served prior to the furlough.
3. A Pilot shall not be considered recalled for pay purposes until he reports for duty in accordance with this Article.

F. NOTIFICATION OF RECALL

1. Notification of recall will be made by telephone, followed by certified letter to the address on file.
2. A Pilot so notified must respond within seven (7) days of receipt of notice, and must be eligible to return to work within twenty-one (21) days.
3. At the time of recall, the Pilot must present Licenses and Certificates in good standing, including a current first or second class Medical Certificate.
4. A recalled Pilot shall complete a system-wide preference bid upon reporting for service. The Pilot shall be placed either into service, if qualified, or into training if not qualified for his position.
5. When a Pilot is recalled from furlough, he shall be paid in accordance with the appropriate Articles of this Agreement for the status and equipment he was awarded in the system-wide preference bid in Paragraph F.4., (above).

G. RECALL REFUSAL

1. A Pilot rejecting recall from furlough shall notify the Chief Pilot by Certified Mail (Return Receipt Requested), telephone call, facsimile transmission, overnight mail, or hand delivery, within ten (10) calendar days following receipt of notification.
2. A Pilot who fails to notify the Company of his intentions, or who refuses recall within ten (10) calendar days following receipt of recall notice, shall be removed from the recall list and from the Pilot seniority list.

H. VOLUNTARY LEAVE IN LIEU OF FURLOUGH

In recognition of the seasonal nature of the Company's business, the Company may offer voluntary leaves in lieu of furlough in order to encourage Pilots throughout the seniority list to accept such leaves. Voluntary leaves in lieu of furlough shall be subject to the following conditions:

1. A Pilot not scheduled for furlough may request a leave of absence until the earlier of; (a) the order of recall to the last furloughed Pilot pursuant to Paragraph 4., (below), or (b) five (5) years.
 2. The number of such leaves shall not exceed the number of Pilots to be furloughed and shall be granted in seniority order.
 3. A Pilot on such leave will be eligible to return to active service when recall is offered, using his seniority to return in lieu of a furloughed Pilot.
 4. A Pilot on such leave during a furlough may defer return to active service during a recall provided there will be Pilots on furlough after the recall.
 5. A Pilot returning from such leave shall return to a position that his seniority will hold, in accordance with Article 24, Filling of Vacancies.
 6. A Pilot who takes such voluntary leave shall retain and continue to accrue seniority during the period of such leave. Benefit continuation shall be in accordance with Article 13.A.8.
 7. A Pilot who takes a voluntary leave in lieu of furlough shall be paid any pay due him at the time he leaves active service under the same terms and conditions as those Pilots furloughed.
- I.** Any Pilot recalled from furlough shall be guaranteed a minimum of sixty (60) days employment or sixty (60) days pay and credit in lieu thereof.

ARTICLE 24

FILLING OF VACANCIES

ARTICLE 24. FILLING OF VACANCIES

A. OPENING OF PILOT BASES

Prior to any base opening, the Company shall notify the M.E.C.

B. QUALIFICATION FOR AWARDING OF VACANCIES

1. Prior to being awarded a Captain position, a Pilot must possess a current FAA medical certificate for that crew position, as provided in Article 15.A., and an Airline Transport Pilot Certificate or FAA certification of successful completion of the Airline Transport Pilot written examination.
2. Prior to being awarded a First Officer position, a Pilot must possess a current FAA medical certificate for that crew position, as provided in Article 15.A., and at least a Commercial Pilot Certificate (Airplane Multi-Engine Land with an Instrument Rating).
3. Prior to being awarded a PFE/Second Officer crew position, a Pilot must possess a current FAA medical certificate for that crew position, as provided in Article 15.A., and a Flight Engineer (Turbo-Jet) Certificate, or FAA certification of successful completion of the Flight Engineer (Basic and Turbo-Jet) written examination. Prior to being awarded a PFE crew position a Pilot must possess a current A&P Mechanic certificate.
4. If a Pilot receives an award but does not possess the requisite certifications as described in Article 24, Paragraph B.1.2.3. (above), he may be removed from that award and, if removed, shall remain in his current crew position. A crew position which becomes vacant as a result of application of this paragraph shall be addressed as provided in Article 24. Paragraph D.
5. A Pilot who has a legal restriction that prohibits him from flying in his current crew position shall be accommodated in another crew position, if any, from which he is not legally restricted consistent with his seniority and standing bid.

C. CREW POSITION POSTINGS

1. Notification of posting for crew position vacancies and crew positions in excess shall be communicated to Pilots through appropriate Flight Crew Memo, posted at the Dayton Hub, via voice mail, and other designated Company systems. Voice mail and other designated Company systems will be used for postings at any base with any crews not transiting the Dayton Hub.
2. Postings shall contain the following information:
 - a. Number of crew positions to be awarded.
 - b. Type of crew position:
 - i. Primary permanent vacancy

- ii. Temporary vacancy
 - iii. Position(s) in excess
 - c. Dates and times on which the posting opens and closes.
 - d. Information as to when training related to that posting is projected to begin.
 - e. Additional information, as appropriate.
3. When crew position excesses are declared, they shall be posted in the same manner as crew position vacancies.
4. Each posting shall be published and remain available for bidding for the following minimum time periods:
- a. Twenty-one (21) days for permanent vacancies.
 - b. Ten (10) days for temporary vacancies.
 - c. A posting may not be amended after it is published. The Company may cancel a posting at any time.
5. Posting of New Hire Crew Positions

During his initial new hire training, each Pilot shall be presented with appropriate information regarding crew position vacancies available for bid. A new hire Pilot's initial crew position shall be determined by his standing bid and seniority.

D. FILLING OF VACANCIES

In the event the Company establishes new positions through the opening of a new base or the expansion of flying at an existing base, or, in the event a vacancy occurs because of the movement of the Pilot holding that position to another position or through attrition, that vacancy shall be filled in accordance with this Article. The involuntary displacement of Pilots caused by excesses due to the reduction or movement of flying shall also be governed by this Article. Pilot positions shall be classified as Permanent Positions, Temporary Positions and New Hire Positions. If the position is to be filled because another Pilot has voluntarily vacated that position as the result of a bid award, the vacancy shall be considered to be a secondary vacancy. All other vacancies shall be considered to be primary vacancies.

1. Permanent Positions:
- a. Permanent Positions are determined by the flying requirements of the Company in accordance with this Agreement.

- b. Permanent Positions shall be those anticipated to exist for more than three (3) bid periods after the vacancy is filled.
 - c. Permanent Position Vacancies shall be posted and awarded or assigned in accordance with the provisions of this Article, except as otherwise provided in this Agreement.
 - d. A Pilot awarded or assigned a new position shall not relinquish his current crew position until he has been activated into his new crew position.
2. Temporary Positions:
- a. Temporary Positions shall be those anticipated to exist for three (3) or fewer bid periods after the vacancy is filled. A temporary vacancy shall begin and end concurrent with a bid period.
 - b. At the discretion of the Company, temporary vacancies shall be posted to Pilots in the status for which the vacancy exists.
 - c. Such assignments shall be awarded to the most senior Pilot. If no Pilot bids the vacancy, the Company may assign a Pilot in inverse order of seniority.
 - d. In the event a Lineholder bids and is awarded a temporary vacancy he shall be provided transportation from his base to the assignment prior to the activation date and return transportation upon the termination of the temporary vacancy.
3. New Hire Positions:
- a. New Hire Positions are vacancies not filled by the existing Pilot complement for which the Company has employed additional Pilots in order to staff such positions.
 - b. If the Company hires fewer Pilots than the number of unfilled vacancies available to be filled by new hires, the Company may designate the crew positions to be made available for bidding by only the affected new hire Pilots.
 - c. If the Company subsequently hires additional Pilots to fill new hire crew positions remaining unfilled from a posting, the remaining unfilled crew positions shall first be available for award to the Pilots previously hired to fill positions from that posting based upon their seniority and initial standing bid; provided that this paragraph shall not permit a new hire Pilot to change his initial crew position.
 - d. A new hire Pilot will not be entitled to a relocation package for his initial assignment.

4. Standing Bid:

- a. Each Pilot shall maintain a Standing Bid on file with the Company reflecting his current crew position preferences which shall remain effective until he submits an updated Standing Bid. A Standing Bid file will be maintained by the Director of Crew Scheduling and will be available for inspection by any Pilot during normal business hours.
- b. A Pilot may update his Standing Bid at any time. The Standing Bid format shall:
 - i. contain a listing of permanent vacancies for which he wishes to bid;
 - ii. provide a method for percentage bidding for permanent vacancies.
- c. Changes to Standing Bids shall be submitted through the agreed upon submission process.
- d. A Pilot may change his standing bid prior to the closing time of the Posting, provided the changed Standing Bid is received by the Director of Crew Scheduling or his designee prior to such closing time.

5. Awarding of Vacancies

Except as otherwise provided for in this Agreement, vacancies will be awarded as follows:

- a. Permanent vacancies, whether primary or secondary, will be awarded to the senior qualified Pilot based on the preferences indicated on the Standing Bids on file. Temporary vacancies shall be awarded in order of seniority to Pilots who:
 - i. Are currently qualified in, and currently hold a permanent position in the crew position in which the temporary vacancy exists at a base(s) specified by the Company as provided in Article 24.D.2.b.(Temporary Positions); and
 - ii. Have requested that temporary position on their Standing Bid.
- b. Primary crew position vacancies or excesses shown on a posting are deemed to have been awarded at the time the posting closes.
- c. If a posting contains both primary vacancies and crew positions in excess of primary vacancies, bids to relieve an excess shall be awarded prior to assignment of crew positions to Pilots who are involuntarily excessed.
- d. If no bids are on file indicating preferences for a permanent vacancy, the Company will assign the junior qualified Pilot to fill the vacancy. If a temporary vacancy remains following the award process, the most junior Pilot may be assigned that vacancy in inverse order of system seniority. A

Pilot may not be assigned to a temporary vacancy in accordance with this paragraph for longer than three (3) bid periods, nor more than once in any period of thirteen (13) consecutive bid periods until all more senior Pilots in his crew position have been inversely assigned to those temporary vacancies.

- e. Within ten (10) calendar days following the closing of a posting, the Company shall communicate the following to Pilots through a crew memo:
 - i. Names and seniority numbers of Pilots receiving an award assignment and crew position awarded or assigned;
 - ii. Type(s) of crew position award(s)/assignment(s):
 - (1) Primary permanent vacancy
 - (2) Secondary permanent vacancy
 - (3) Temporary vacancy
 - (4) Excess
 - iii. Projected training dates;
 - iv. Projected activation dates.
- f. The Company may elect to fill a secondary permanent vacancy on the same award that fills the primary vacancy, provided there is at least one (1) Pilot with a preference in his standing bid for that secondary vacancy. In the event there are no preferences on file, however, no Pilot may be assigned involuntarily to fill a secondary vacancy unless the secondary vacancy is first posted and made available for bidding in accordance with this Article.
- g. A Pilot may be released from a vacancy bid award only in extenuating circumstances at the discretion of the Director of Flight Operations.
- h. A temporary vacancy may not be awarded or assigned to a Pilot who is scheduled or anticipated to be unavailable, (e.g. on vacation, training, sick leave, leave of absence) during the bid period in which the temporary vacancy exists.
- i. A temporary vacancy shall be awarded or assigned prior to publication of the bid period packages for the bid period in which the temporary vacancy exists.
- j. An award/assignment of a temporary vacancy shall not result in a permanent crew position change. Upon completion of a temporary award or assignment, a Pilot shall return to his permanent crew position.

E. PASSOVER PAY

1. A senior Pilot may receive passover pay in the event a junior Pilot is trained or activated out of seniority order. Such pay will be due for the senior Pilot only as specifically provided in this Article and only if a Pilot junior to him commences to receive pay at the higher rate ahead of the senior Pilot. To be eligible for passover pay, the training and activation of both the senior Pilot and a junior Pilot must be the result of a single bid award, except as provided in Paragraph I Cancellation of Awards, (below). A senior Pilot will not be entitled to passover pay if the reason for the delay in his training or activation is due to delays caused by the Pilot or because the Pilot requires extra or additional training in order to qualify.
2. In the event of upgrade or transition training, passover pay is only due commencing on the date when the junior Pilot begins being paid at a rate higher than the senior Pilot.
3. Upgrade or transition passover pay for a senior Pilot shall cease when the Pilot is activated into the higher paying crew position or in the event the senior Pilot withdraws from training for his new crew position, or training is terminated due to failure to qualify. Passover pay shall also cease for a senior Pilot if he bids and is awarded a third position while receiving passover pay. In such case the pay shall terminate on the Pilot's activation date for his new position. Passover pay shall also cease for a senior Pilot in the event he and the junior Pilot are both displaced into a lower paying position or if the junior Pilot is displaced and the senior Pilot's awarded position is eliminated.
4. Except in the case of a Pilot bypassed for transition or upgrade training because of reaching age fifty-eight (58), the payment of passover pay shall not relieve the Company of the obligation to train and activate the senior Pilot in his new position in accordance with the applicable provisions of this Agreement.
5. In the event of training due to displacement, passover pay is only due commencing on the date when the senior Pilot would otherwise begin being paid at a rate lower than the junior Pilot. Such pay shall cease on the date the junior Pilot begins receiving the lower rate of pay.
6. Passover pay will be paid as part of the Pilot's regular paycheck by paying the senior Pilot for his actual pay and credit hours but at the higher rate.
7. No Pilot will be entitled to passover pay as a result of out-of-seniority training or activation which occurs prior to the effective date of this Agreement. A Pilot shall not be entitled to passover pay as the result of the Pilot being unable to successfully upgrade or complete training.
8. In addition to any other provision of Article 24.E, to be eligible to receive passover pay a senior Pilot must be qualified (pursuant to Article 24.B and Article 11 of this Agreement) for the position establishing his eligibility for passover pay. In addition to any other provision of Article 24.E, a senior Pilot's eligibility to receive passover pay shall terminate upon the circumstances set forth in Article 24.I.2.b.

F. TRAINING/ACTIVATION PROCEDURES

1. Except as provide in Article 24.F.2, F.3. and F.4. (below), required training for a crew position shall be scheduled by system seniority, senior first, for that crew position. Pilots shall receive their new rate of pay at the completion of simulator training.
2. Pilots involuntarily excessed from a crew status shall be scheduled for training in inverse seniority. Application of this paragraph shall not trigger passover pay for the involuntarily excessed Pilots.
3. A Pilot shall not begin training for an awarded or assigned crew position earlier than seven (7) days following the notice of bid award or assignment except by mutual agreement between the Company and the Pilot. Passover pay will not apply.
4. If a training date for a crew position becomes available, that date shall be offered in seniority order to Pilots on that same bid award holding subsequent training dates for that crew position. Passover pay will not apply.
5. A Pilot awarded training as the result of a bid award may exchange training dates for a crew position with another Pilot awarded training on that same bid award, provided the trade is approved by flight management and provided that if the trade results in a junior Pilot being trained before a senior Pilot, the senior Pilot waives any passover pay to which he would otherwise be entitled.
6. Once a Pilot commences initial, transition, or upgrade (ITU) training, he may not perform flight duties in his current crew position except as follows:
 - a. He is returned to his current crew position due to withdrawal from training or as a result of a training failure; or
 - b. His illness, injury, or other absence(s) caused an unscheduled interruption to his training which then results in a decision to return him to his current crew position; or
 - c. Whenever unscheduled training interruptions are caused by natural disasters, emergencies, prolonged mechanical malfunctions, or extended periods of unavailability of training equipment anticipated to last in excess of twenty-one (21) days.

G. DISPLACEMENTS

A Pilot who is displaced from his position shall have displacement rights as follows:

1. When crew complements are to be reduced, the Pilot(s) shall be notified by the Company as far in advance as possible, in the manner provided in Article 24. Paragraph C.1., (above).

2. Pilots shall be excessed from crew positions in seniority order from among those Pilots who bid to relieve that excess. If an insufficient number of Pilots bid to relieve a crew position posted as excess, Pilots shall be excessed from that crew position in inverse seniority order. Except as provided in Article 24. Paragraph G.4., (below), a Pilot who has been excessed, or who has bid to relieve an excess, shall be awarded another permanent crew position in accordance with his seniority and Standing Bid.
3. A displaced Pilot shall be permitted to exercise his system seniority in the following manner:
 - a. A displaced Pilot must displace a more junior Pilot.
 - b. A Pilot shall assume the same position as that held by the Pilot whom he displaces.
 - c. In the event of displacement, temporary bid holders or assignees will be displaced from their temporary positions prior to permanent position holders at that base, irrespective of their seniority.
 - d. If an excessed Pilot cannot be awarded a crew position due to insufficient preference on his standing bid, the Company shall assign him to a permanent crew position with a base in the United States with the highest pay rate to which he is entitled by his seniority.
 - e. If an excess Pilot is awarded or assigned a crew position that creates a secondary excess, the secondary excess will be relieved as provided in Paragraphs G.1. and G.2. (above), or as provided in Article 23. Furlough of this Agreement.
4. If, in accordance with other provisions of this Agreement, a Pilot is released or is removed from a permanent award/assignment or temporary award/assignment prior to his activation in that crew position, the resulting vacancy shall be handled as follows:
 - a. The Company may leave that vacancy unfilled; or
 - b. The Company may post that vacancy for bidding on a subsequent posting; or
 - c. That vacancy may be awarded to the next most Senior Pilot indicating a preference for that crew position on his Standing Bid as of the closing date of the original crew position posting. A Pilot may decline that award if fewer than seven (7) days exist prior to the training commencement date for that position. If a Pilot declines the award, the Company may offer the vacancy to the next most senior Pilot indicating a preference for that crew position on his Standing Bid as of the closing date of the original crew position posting. Application of this paragraph shall not result in the payment of passover pay to any Pilot.

5. A Pilot released from his award as described in Article 24. Paragraph G.4., (above), shall remain in his current crew position.
6. A Pilot who has a legal restriction that prohibits him from flying in his current crew position, shall be accommodated in another crew position, if any, from which he is not legally restricted consistent with his seniority and standing bid.

H. FREEZES AND OTHER BIDDING RESTRICTIONS

1. Down/Lateral Bid Freezes and Restrictions:

a. Down/Lateral Bid:

A down/lateral bid is an award of a different status or equipment that is compensated at an hourly rate less than, or equal to, the hourly rate for the Pilot's current status or equipment.

b. Down/Lateral Bid Restriction:

Unless waived by the Director of Flight Operations, or his designee, a Pilot may not receive a permanent vacancy award based on a down/lateral bid unless he has been in his current status or equipment for at least twenty-four (24) months.

c. Down/Lateral Bid Freeze:

A Pilot who is activated in a status or equipment that requires Initial, Transition, Upgrade (ITU) training based on a down/lateral bid shall be frozen in that crew status or equipment for twenty-four (24) months, commencing on his actual activation day. A Pilot is not eligible for a permanent crew position award requiring ITU training with a projected training date during that freeze period, except under the following conditions:

- i. The Pilot was excessed or down/lateral bid to relieve an excess; or
- ii. The Pilot down bids because of legal restrictions (e.g. medical, age).

d. Administration of Down/Lateral Bid Restrictions and Freezes Notwithstanding the provisions of Article 24. Paragraph H.1.b. and c. (above):

- i. A Pilot subject to a down/lateral bid freeze or restriction is eligible for an award or assignment of his crew position at another base.
- ii. A Pilot who down bids in his aircraft to a lower crew status is eligible for an award of a crew position in a higher crew status in the same aircraft type during the time of his freeze.

- iii. A Pilot who is subject to a down/lateral bid restriction or a crew position freeze in accordance with the provisions of this Article shall be released from that restriction or freeze if he is involuntarily excessed from that status or equipment or furloughed or can no longer hold that crew position due to legal restrictions.
- iv. A Pilot who is subject to a crew position freeze pursuant to provisions of this Article may receive a bid award and be assigned a projected training date subsequent to the projected training date he otherwise would have been assigned in accordance with Article 24.H., provided the assigned training date is beyond the freeze period. A Pilot so assigned shall not be eligible for passover pay due to postponement of his training in accordance with this paragraph.
- v. A Pilot who is subject to a crew position freeze in accordance with this Article may be assigned or awarded another crew position that he is otherwise ineligible to hold due to the freeze, only if that other crew position is the only available crew position the Pilot could legally hold.

2. Bidding Restrictions on Subsequent Postings

Once a Pilot commences ITU training, he shall not be awarded another crew position if that second crew position was available for bid by the Pilot on the posting containing the crew position for which he presently is in training or on a subsequent posting that closed prior to the start of his training. This restriction shall continue in effect until the Pilot completes his training and any applicable freeze expires.

3. Upgrade/Transition Passover

At the Company's option, a Pilot who is fifty-eight (58) years old or older may be passed over for an upgrade/transition bid. That Pilot shall be compensated at the appropriate seniority level of the equipment type that he would have been upgraded/transitioned to, commencing upon the completion of simulator training by the first Pilot junior to him in seniority in that equipment type who upgraded/transitioned pursuant to the same (or a subsequent) bid.

I. CANCELLATION OF AWARDS

- 1. In the event the Company cancels an award/assignment less than thirty (30) days prior to the Pilot's scheduled training date, the Pilot may select his days off prorated for the days remaining in the current bid period. A Pilot whose award/assignment is canceled may either remain in his current crew position or exercise his seniority for an award or a vacancy posting that occurred between the date his crew position was awarded and the date it was cancelled. He shall be eligible to receive passover pay if:
 - a. A junior Pilot is activated in a crew position pursuant to the same or any subsequent posting and the rate of pay for that crew position is higher

than the rate of pay for the current crew position of the Pilot whose award has been cancelled; and

- b. The standing bid of the Pilot whose award has been cancelled included the crew position in which the junior Pilot has been activated as a preference higher than his current crew position.
2. A Pilot's entitlement to passover pay pursuant to this provision shall continue until the earlier of:
- a. The affected Pilot's subsequent activation in a crew position with a rate of pay equal to or higher than his passover rate of pay; or
 - b. The closing date of a subsequent posting meeting the following criteria:
 - i. The posting contains a permanent vacancy in a crew position with a rate of pay equal to or higher than his passover rate of pay; and
 - ii. The Pilot did not have that crew position on his standing bid; and
 - iii. The Pilot would have been awarded that crew position had he included that crew position on his standing bid.

ARTICLE 25

SCHEDULING

ARTICLE 25. SCHEDULING

A. GENERAL

1. This Article sets forth the domestic and international scheduling procedures to be used by the Company and its Pilots. Unless specifically restricted by Federal Aviation Regulations, all flights operated by Pilots on the Emery Worldwide Airlines System Seniority List will be scheduled and flown in accordance with this Article and other applicable provisions of the Agreement.
2. Any temporary waiver or modification of any provision of this Article in order to accommodate unforeseen scheduling contingencies shall be made only by agreement between the Company and the Master Executive Council. Such agreement shall be in writing, or, if done by phone, shall be promptly confirmed in writing by the party requesting the waiver.
3. The Parties to this Agreement expect all communications between scheduling personnel and Pilots to be conducted in a manner consistent with mutual respect and professionalism.

B. ELIGIBILITY TO BID FOR LINES OF TIME

1. All eligible Pilots will bid for lines of time in their base unless:
 - a. The Pilot is scheduled to be in training (including IOE) for more than half the bid period.
 - b. The Pilot is projected to be on sick leave, leave of absence, non-flying Company duties or otherwise unavailable for more than half the bid period. This provision shall not apply to Pilots on vacation.
2. In the event a Pilot is restricted from bidding in accordance with this provision, the Company may assign the Pilot to reserve or standby duty. In such event, the Company shall designate the Pilot's days off (in blocks of at least three (3) days) for the portion of the bid period he is available. The number of days off shall be not less than the minimum number of days off per bid period pro-rated according to the number of days the Pilot was unavailable (e.g. if the Pilot is absent for 14 days, he shall receive at least half the minimum days off for the bid period).

C. BID LINE CONSTRUCTION

1. Bid Periods

There shall be thirteen (13) bid periods per year, each consisting of twenty-eight (28) days. When necessary, (approximately every five (5) years) an extra week shall be added to Bid Period one (BP1) to allow the start of the succeeding year's Bid Periods to begin as close to January 1 as possible. When it becomes necessary to add the extra week to Bid Period one (BP1),

notification of this extension shall be made by the Company to Pilots at least ninety (90) days prior to Bid Period one (BP1). Scheduled workdays, scheduled days off, and, guarantee for that Bid Period shall increase proportionately; for example, if a normal four (4) week bid period provides for twelve (12) days off, then the extended five (5) week bid period would provide for fifteen (15) days off.

2. Overall Bid Line Criteria

- a. All lines of time shall be constructed in accordance with the provisions of this Agreement. To the extent possible, all known flying at the time of schedule preparation shall be shown in regular lines of time. Flying that will not fit into regular lines or mixed lines of time shall be placed into open flying. Flying that is not known at the time of Bid Line Schedule preparation shall be addressed in the Open Flying provisions of this Article.
- b. The Company shall provide the Scheduling Committee with a proposed Bid Line Schedule for a bid period no later than the first business day of the preceding bid period. The Scheduling Committee shall provide the Company with a single point of contact for all Scheduling Committee communications. The Scheduling Committee may recommend changes within three (3) days of receipt of the proposed schedule; however, in no case will the review process be allowed to hinder the distribution timetable for the bid packages to the Pilots. The Company shall consider changes recommended by the Scheduling Committee. If the proposed changes can be implemented without increasing costs or reducing the efficiency of operations, then approval shall not be unreasonably withheld.
- c. Consecutive duty periods within bid lines shall fall within similar time periods unless there is a minimum of seventy-two (72) hours free of duty between the consecutive duty periods. For purposes of this provision, a similar time period shall mean that consecutive duty periods shall be scheduled during daytime (i.e. PMPC) or nighttime (i.e. Primetime) consistent with the first duty period in a trip sequence. Deadheading will be scheduled in the same manner as other duty periods. To the extent possible, known charter trips will be scheduled for daytime or nighttime operations.
- d. Lines of time may contain domestic, North American and other international trips. Individual trips, however, will be constructed to avoid the mixing of domestic and North American pairings with those to and within other international locations, except that one (1) domestic leg before and/or after an international flight segment shall be permitted.
- e. Lines of time shall be constructed to provide schedules containing consecutive workdays and consecutive days off.

- f. Lines of time shall be constructed so as to begin and end days off at the line holder's base.
- g. Known charter flying shall be placed into lines in the following order of priority:
 - i. Into a regular line if the trip will satisfy all the requirements set forth in paragraph 3, Regular Lines of Time, (below).
 - ii. Into a mixed line if the trip will satisfy the requirements set forth in Paragraph, 5, (below).
 - iii. Into a regular line without the requirement that the trip contain a minimum of three (3) consecutive duty days Paragraph 3.e., (below), or a minimum of three (3) open days between consecutive trips Paragraph 3.d., (below), provided the other requirements of Paragraph 3 are met.
 - iv. Into open flying if the trip will satisfy all the requirements set forth in Article 25, Paragraph G, Open Flying, (below).
- h. Pilots who are scheduled for less than twelve (12) days off in Bid Period Thirteen (BP13) will be credited additional compensation as defined in Article 4, Minimum Pay Guarantees.

3. Regular Lines of Time

- a. Regular lines of time shall be constructed so as to minimize disparities in pay and credit hours between lines.
- b. Regular lines of time shall be constructed to include a minimum of 12 days off each bid period, except Bid Period Thirteen (BP13). Bid Period Thirteen (BP13) shall contain a minimum of nine (9) calendar days off for each regular line of time. Pilots who are scheduled for less than twelve (12) days off in Bid Period Thirteen (BP13) will be credited additional compensation as defined in Article 4, Minimum Pay Guarantees.
- c. Regular lines of time shall be constructed to include one of the following combinations of days off within the bid period:
 - i. Two (2) blocks of at least six (6) consecutive days off each.
 - ii. One (1) block of at least eight (8) consecutive days off and one (1) of at least four (4) consecutive days off.
 - iii. One (1) block of at least seven (7) consecutive days off and one (1) block of at least five (5) consecutive days off.

- iv. Fifty (50) percent may contain the following combinations provided the line contains not more than two (2) commutes:
 - (1) Two (2) blocks of at least three (3) consecutive days off each and one (1) block of at least six (6) consecutive days off.
 - (2) One (1) block of at least six (6) consecutive days off, one (1) block of at least four (4) consecutive days off, and one (1) block of at least two (2) consecutive days off.
- v. Two (2) blocks of five (5) consecutive days off, provided the line contains not less than fourteen (14) days off in total.
- vi. For trips between destinations that require restrictive rest requirements to comply with FAR restrictions (e.g. trips with destinations in the Pacific Time zone), one block of at least nine (9) consecutive days off and one (1) of at least three (3) consecutive days off.
- vii. Blocks of days off may be combined.
- d. When consecutive trips in a regular line within the same bid period are separated by days off or open days, such days must be scheduled in blocks of not less than three (3). This provision shall not apply for trips between destinations that require restrictive rest requirements to comply with FAR restrictions (e.g. trips with destinations in the Pacific Time zone). Up to fifteen percent (15%), rounded up to the nearest whole number, of Regular lines in each domicile need not comply with this provision.
- e. Regular lines of time shall be constructed to contain trips or consecutive duty days consisting of at least three (3) and not more than eight (8) duty days for Prime Time and PMPC trips, or, seven (7) duty days for all other trips. The three (3) day minimum shall not apply to trips between destinations that require restrictive rest requirements to comply with FAR restrictions (e.g. trips with destinations in the Pacific Time zone). Up to ten percent (10%), rounded up to the nearest whole number, of Regular lines in each domicile need not comply with this provision.
- f. Up to twenty-five (25) percent of the Regular Lines of Time may include standby assignments on either Saturday or Sunday during a layover on a Prime Time or PMPC trip (not at the Pilot's base). The Company will designate in the bid package which of the regular lines are likely to have standby assignments under this provision. Other regular lines during the bid period may have Standby assignments, when operationally necessary, but will not exceed the twenty-five (25) percent maximum, above. In the case of Standby assignments to lines which were not so designated, the affected Pilots will be compensated as provided in Article 4, Minimum Pay Guarantees. The limitations above shall not apply to Bid Period Thirteen (BP13).

- g. Except as otherwise provided in this Agreement days off shall not be changed or altered by the Company after being posted for bid.

4. Reserve and Standby Lines

- a. Sufficient reserves will be maintained to cover all reasonably foreseeable contingencies (e.g. sick and other short term leaves of absence, uncovered open time, weather contingencies, crew legality contingencies). At any base with at least ten (10) or more regular lines of time, reserve and/or standby lines will be constructed and posted for bid by pilots at that base. For bases with fewer than ten (10) regular lines, the Company may construct regional reserve and/or standby lines to meet reserve requirements at several bases within a geographic region (e.g. West Coast).
- b. Reserve and Standby lines of time shall be constructed to include a minimum of twelve (12) days off each bid period, except Bid Period Thirteen (BP13). Bid Period Thirteen (BP13) Reserve and Standby lines may contain as few as nine (9) days off. Pilots who are scheduled for less than twelve (12) days off in Bid Period Thirteen (BP13) will be credited additional compensation as defined in Article 4, Minimum Pay Guarantees.
- c. Days off for Reserve and Standby lines shall be arranged in each bid period to provide a maximum of three (3) blocks of calendar days off with a minimum of three (3) days off in a block, except Bid Period Thirteen (BP13). The Company will make reasonable efforts to return as many Pilots as possible to their domiciles on or before Christmas Day. Blocks of days off may be combined. Reserve and Standby lines of time shall be constructed to contain consecutive reserve or standby days consisting of at least three (3) and not more than seven (7) days. In the event that a Pilot's line contains one or more seven (7) consecutive day reserve or standby periods, a twenty-four (24) hour duty free period will be designated prior to the first day of each seven (7) consecutive day period.
- d. Standby lines shall be constructed to contain only nighttime (0001Z to 1200Z) or only daytime (1401Z to 0200Z) standby availability. During Daylight Savings Time, standby lines shall be constructed to contain only nighttime (0101Z to 1300Z) or only daytime (1501Z to 0300Z) standby availability.
- e. Reserve lines shall not be constructed to incorporate standby periods. Standby lines shall not be constructed to incorporate reserve days.
- f. Except as otherwise provided in this Agreement, days off shall not be changed or altered by the Company after being posted for bid.

5. Mixed Lines

- a. The Company may construct mixed lines of time. Mixed lines may consist of availability for vacation, training, bid carry over conflicts, other known

absence time to be dropped by regular line holders, known time that could not be placed into regular lines, and reserve or standby days. The number of mixed lines at a base shall be no more than fifteen (15) percent of the regular lines (rounded up to the nearest whole number).

- b. If mixed lines of time are constructed they shall include a minimum of twelve (12) days off each bid period, except Bid Period Thirteen (BP13). Bid Period Thirteen (BP13) mixed lines may contain as few as nine (9) days off. Pilots who are scheduled for less than twelve (12) days off in Bid Period Thirteen (BP13) will be credited additional compensation as defined in Article 3, Compensation.
- c. Mixed lines of time shall be constructed to include one of the following combinations of days off within the bid period:
 - i. Two (2) blocks of at least six (6) consecutive days off each.
 - ii. One block of at least eight (8) consecutive days off and one (1) of at least four (4) consecutive days off.
 - iii. One (1) block of at least seven (7) consecutive days off and one (1) block of at least five (5) consecutive days off.
 - iv. Fifty (50) percent may contain the following combinations providing the line does not include more than two (2) commutes:
 - (1) Two (2) blocks of at least three (3) consecutive days off each and one (1) block of at least six (6) consecutive days off.
 - (2) One (1) block of at least six (6) consecutive days off, one (1) block of at least four (4) consecutive days off, and one (1) block of at least two (2) consecutive days off.
 - (3) Two (2) blocks of five (5) consecutive days off provided the line contains not less than fourteen (14) days off.
 - v. For trips between destinations that require restrictive rest requirements to comply with FAR restrictions (e.g. trips with destinations in the Pacific Time zone), one block of at least nine (9) consecutive days off and one of at least three (3) consecutive days off.
 - vi. Blocks of days off may be combined.
- d. Following the bid award, if Mixed Lines are constructed they shall be constructed as provided in Paragraph C.5.c.i-vi. (above).
- e. Preference sheets for Mixed Line bids indicating days off and other preferences as agreed between the Company and the Scheduling Committee may be submitted with the Pilots bid. Crew Scheduling shall

accommodate a Pilot's preference for Mixed Line construction to the degree operationally practical.

- f. Preference sheets for Mixed Line bids shall be accommodated in order of seniority.
- g. Pilot's preferences may contain a waiver of the requirements contained in Paragraph C.5.c.i-vi (above).
- h. Except as otherwise provided in this Agreement, days off shall not be changed or altered by the Company after being awarded.
- i. Mixed Lines that have been awarded will be constructed and posted no later than 12:00 local Dayton time on the twenty fourth (24th) day of the bid period preceding the upcoming bid period. Posting shall be by voice mail and web site.

D. BID PACKAGE

1. Distribution Timetable

Each Pilot shall be provided with a bid package for the next Bid Period no later than the ninth (9th) day of the current Bid Period. The Company shall post the bid package via an electronic medium (web site) mutually agreeable to the Company and the Association. If a Pilot does not use the web site, he shall designate a method for the Company to forward the bid package to him. The options shall be by delivery to the Pilot's mailbox at the HUB, sent via U.S. Mail to an address specified by the Pilot or e-mail transmission to an e-mail address specified by the Pilot.

2. Contents of Bid Package

The bid package shall consist of:

- a. A cover letter of instructions, bid form, and time tables.
- b. The applicable section of the Bid Period Schedule consistent with the Pilot's current base, equipment and status.
- c. A base alignment list will be made available on a web site. The list shall reflect the bidding position of the Pilots within the base for the upcoming Bid Period. If the list has changed since the last list was provided, it will be mailed to Pilots not using the web site.
- d. Known training for the Bid Period.
- e. Names of persons whose flight physicals will expire during the Bid Period.

- f. Names of persons who will require line checks, passport renewals, LRN checks.
 - g. Names of persons who will have vacations or other known absences during the Bid Period.
 - h. Other information pertinent to bidding.
3. Procedures for Bidding
- a. A Pilot may submit his bid form in person, via U.S. mail, fax, or any electronic medium agreeable to the Company. Bids received after the specified time are not valid and shall not be considered. The responsibility for the receipt of bids rests solely with the Pilot. Verbal and/or telephone bids shall not be accepted. A Pilot may call for phone confirmation that his bid has been received.
 - b. Each Pilot who is eligible to bid may bid for any line of time applicable to his base, equipment and status. A Pilot is expected to bid sufficient choices consistent with his bid position number.

4. Timetable for Bidding

All bids must be received no later than 12:00 (noon) local KDAY time on the seventeenth (17th) day of the Bid Period preceding the upcoming Bid Period.

5. Error in Bid Package

In the event an error or errors are discovered in the bid package prior to bid award, a revised package shall be prepared, reviewed with the Scheduling Committee and distributed, provided there is sufficient time available to complete the award process before the commencement of the bid period. Should there be insufficient time, any erroneous lines will be adjusted after award and the affected Pilots protected against loss of pay, credit or number of days off.

E. BID AWARDS

- 1. All bids will be awarded and posted no later than 1700 local Dayton time on the twentieth (20th) day of the bid period preceding the upcoming bid period. Posting shall be by voice mail and web site.
- 2. Unless otherwise provided by this Agreement, bids will be awarded in order of seniority within each base, status and equipment.
- 3. A Pilot will not be awarded any bid line of time unless he can fly each flight on that bid line of time for the entire bid period except:

- a. A Pilot who is scheduled for vacation may bid and will be awarded a bid line of time if he can fly any flight on that line of time and could otherwise hold that line of time;
 - b. A Pilot with carry-over from the previous bid period will be awarded a line of time if his seniority will normally allow him to hold a line of time. Carry-over conflict will be resolved in accordance with Paragraph F.1.c. (below);
 - c. A Pilot will not be awarded a Standby Bid Line if he will not be in position and available for each standby period on that line.
4. If a Pilot fails to bid, fails to timely bid, or if all his choices have been awarded, he shall be assigned the line with the highest line value remaining not awarded after all other valid bids have been awarded.
 5. In the event an error or errors are discovered in the bid award prior to commencement of the bid period, a revised award shall be posted, provided there is sufficient time available to complete the award process before the commencement of the bid period. Provided an error is called to the attention of the Company within forty-eight (48) hours after the award (or after construction in the case of Mixed Lines) any affected Pilot will be protected against loss of pay and credit and the erroneous line will be adjusted to protect the days off which should have been awarded. If the error is discovered after forty-eight (48) hours, the Pilot will be protected against loss of pay, credit or number of days off.

F. BID LINE ADJUSTMENTS

1. Adjustments to Regular Lines
 - a. Rescheduling, rerouting and cancellation of Trips

The Company may reschedule or reroute an awarded trip provided the change does not cause the scheduled return time to be extended for more than two (2) hours. In the event that the scheduled return time is extended for more than two (2) hours, the Pilot shall receive flight pay for all extension time beyond two (2) hours. In the event of a trip cancellation, a Pilot may not be required to accept a substitute trip unless the scheduled duty time and the scheduled return time for that trip are within four (4) hours of the originally scheduled trip. A Pilot may waive any of the limitations contained in this paragraph.

- b. Operational Delays

In the event a Pilot reports for duty but, as the result of a delay caused by weather, air traffic control contingencies, mechanical delays, customer delays, or acts of God, the departure time is delayed or is projected to be delayed by five (5) hours or more, the Pilot may elect to commence crew rest. The Company will minimize schedule disruptions to trips or portions

of a trip not directly affected by such contingencies and the Pilot will be returned to his original schedule as soon as practical.

c. Bid Period Carry-over Conflict

In the event that a Pilot's trip carries over into the following bid period and conflicts with a trip in that bid period, the Pilot shall fly his current bid line to completion. Upon completion of his current bid line, a Pilot will receive the following rest period, as applicable:

- i. When a Pilot has a carry-over and will be transitioning from night flying (Prime Time) to day flying (PMPC) the Pilot shall have a legal rest period as per Article 12. Paragraph B.5.
- ii. When a Pilot has a carry-over and will be transitioning from day flying (PMPC) to night flying (Prime Time) the Pilot shall have a minimum of twenty-four (24) hours free of duty prior to the start of the first trip on the new bid period.

d. Displacement from Trip

In the event that a Pilot is displaced from his trip or portion of a trip, he will receive pay credit for scheduled Block Hours or actual Block Hours, whichever is greater. The Company may assign the Pilot to another trip, or portion of a trip, provided that the assignment is made within one (1) hour from the originally schedule departure time of the cancelled trip and that the new trip departs within two (2) hours of the originally scheduled departure time. The Company will restore a displaced Pilot to his originally awarded trip schedule as soon as practical.

e. Vacation Adjustments

If a Pilot has a trip that conflicts with his vacation, the Pilot will have one of three (3) options:

- i. Drop the entire trip that conflicts with the vacation provided that there is sufficient coverage to permit the drop without interference to Company operations. However, the entire trip may not be dropped if the trip transits the Pilot's base prior to the beginning of the vacation period. In such case, the Pilot will fly the portion of the trip prior to base transit and drop the portion after transit.
- ii. Drop the portion of the trip that conflicts with the vacation.
- iii. Complete the trip that conflicts and have his vacation dates adjusted by adding the vacation days lost to the vacation period.

In the event the Pilot elects to drop all or a portion of the trip, the Company will have no liability for lost compensation.

- f. Training Adjustments
 - i. The Company shall publish a schedule of recurrent training to be conducted during each bid period. This schedule will be distributed as part of the bid package two bid periods prior to the beginning of the bid period covered by the schedule (e.g. for training to be conducted during Bid Period 5, the schedule will be included with the bid package distributed during Bid Period 3. Pilots due for recurrent training shall bid their training schedule preferences for that bid period.
 - ii. Training Bids must be submitted within the time limits applicable to that bid package. Training schedules will be awarded in seniority order. Pilots who fail to bid or who bid an insufficient number of preferences will be assigned a training schedule. Training schedule awards and assignments will be published at the same time and in the same manner as line awards.
 - iii. After lines are awarded for the bid period covered by the training schedule, Lineholder's will have their lines adjusted as follows:
 - (1) In the event of a conflict between a Lineholder's scheduled training and a scheduled trip, the Company will remove the Lineholder from the portion of the trip that conflicts with training or, if deemed not practical by the Company, will remove him from the entire trip (see Article 3);
 - (2) In the event of a conflict between a Lineholder's scheduled training and scheduled days off, the number of days off for that bid period shall be reduced by the number of days with training conflicts (see Article 3).
- g. Sick and Approved Short-term Absence
 - i. A Pilot who is unable to commence or complete an assigned trip because of illness or an approved short-term absence will be returned to his trip when he becomes available if the trip transits the Pilot's base. If the Pilot cannot be returned to his trip, the following procedure will be used:
 - (1) The Pilot will be required to bid for available open time;
 - (2) If no open time can be awarded, the Company may assign a substitute trip in accordance with Paragraph F.1.a, (above);
 - (3) The Pilot will be assigned to reserve status for the remaining period of his bid line trip.
- h. Trip Trading

- i. Bid line holders will have the opportunity to trade individual trips for a like amount of time. Any trip trades must be agreed to by both trading Pilots, and, the proposed trade submitted to CRS, in writing, no less than twenty-four (24) hours prior to the earliest trip. A Company provided form will be used for this purpose on which the trading Pilots shall verify that the trip trade requirements of this provision have been met. It is understood that if all requirements contained in this section are met, approval will normally be granted by the Company.
- ii. Trip Trades may be denied in any of the following cases:
 - (1) If either Pilot would be projected to exceed FAR limitations;
 - (2) If, as a result of the proposed trade, either Pilot will be projected under guarantee;
 - (3) If the proposed trade would conflict with a training assignment of either trading Pilot;
 - (4) If the proposed trade would conflict with remaining assignments of either Pilot's bid line;
 - (5) If the proposed trade would conflict with either Pilot's scheduled vacation or pre-approved absence.
- iii. The Company will recognize no liability for:
 - (1) Additional deadhead required to position trading pilots;
 - (2) Make up of any time lost as a result of the trade;
 - (3) Restoring any duty-free periods lost as a result of the trade, or for time lost as a result of subsequent replacement of either Pilot due to FAR limitations as a result of any trip trade.
- iv. Trip trades may also be made with another Pilot who has been awarded open time. In the event a trip trade causes a pilot to drop below Minimum Bid Period Guarantee, the Pilot's guarantee will be adjusted downwards accordingly.
- i. Trip Drops

A Line holder will use the Company designated procedure to request a trip drop. The request shall be submitted on a form provided by the Company or on an electronic version of the form via the Company web site. If the time dropped has not been picked up by another Pilot twenty-four (24) hours before the trip, the Company may deny the request. The Company has no liability to provide make-up time or pay credit that is lost as the result of trip drops.

2. Adjustments to Reserve and Standby Lines

a. Assignment to Standby Duty

Reserve line holders may be assigned Standby duty at any time during scheduled reserve days.

b. Rescheduling, Rerouting and Cancellation of trips

The Company may reschedule, reroute or cancel any trip that has been assigned to a standby or reserve line holder and is not liable for make-up or displacement credit. If the trip cancels, the Pilot shall be returned to his original reserve status; assigned to standby duty; or given another trip sequence. If the Standby or Reserve Pilot is assigned to another trip, the trip assigned must be scheduled to return the Pilot to his base prior to starting scheduled days off. If the trip is rescheduled or rerouted prior to trip departure, the Standby or Reserve Pilot will fly the trip and the Company will replace the Pilot during the trip so that he will return to base prior to start of the Pilot's scheduled days off. If the Standby or Reserve Pilot's trip is rescheduled or rerouted during the trip, the Company will attempt to schedule the Pilot to return to base prior to the start of the Pilot's scheduled days off. Should the Company be unable to restore the number of days off that were lost before the bid period ends, the Pilot shall be compensated per Article 4, Minimum Pay Guarantees.

c. Operational Delays

Circumstances beyond the control of the Company which become known after departure of the trip (e.g. mechanical failure, ATC or weather delays, acts of God) may affect the return of the pilot to his base as originally scheduled. When the Pilot does return to base later than scheduled, the Company will extend the block of days off to restore any days off that were lost. Should the Company be unable to restore the number of days off that were lost before the bid period ends, the Pilot shall be compensated for the lost days off as described in Article 4, Minimum Pay Guarantees.

d. Bid Period Carry-over Conflict

The Company will not assign a reserve or standby Pilot a trip that carries over into the following bid period if that trip conflicts with a day off in the following bid period.

e. Displacement from Trip

In the event that a Pilot is displaced from his trip or portion of a trip the Company may assign the Pilot to another trip, portion of a trip, Standby or Reserve, except a Standby Line Holder may not be assigned Reserve duty.

f. Vacation Adjustments

A Pilot that has been awarded a reserve or standby line will not be assigned a trip that will conflict with his awarded vacation.

g. Training Adjustments

If a Pilot has a Standby or Reserve assignment that conflicts with a required Training assignment, the Company will remove the Pilot from his Standby or Reserve assignment so that he can attend the required training function. The Pilot will be paid pursuant to Article 3. Paragraph E.2. If the training conflicts with a Pilots scheduled days off his line will be adjusted to comply with the minimum days off in Paragraph C.4.b. (above).

h. Sick and Approved Short-term Absences

A Pilot who is on standby or reserve status will immediately notify the Company if at any time he is unable to perform flight duties because of illness or other qualifying short-term leaves of absence (e.g. jury duty, personal leave, family leave, military leave). A Pilot who is unable to perform a standby or reserve activity will be returned to standby or reserve status consistent with his original line schedule and upon receipt of notification that he is available to return to work.

3. Adjustment to Mixed Lines

Mixed Line holders will be governed by the provisions of paragraph F.1. (Adjustment to Regular Lines) above for bid line adjustment issues relating to the portion of the Pilot's line which consists of scheduled flying, and by the provisions of paragraph F.2. (Adjustments to Reserve and Standby Lines) above for bid line adjustment issues relating to the portion of the Pilot's line which consists of Reserve or Standby duty.

G. OPEN FLYING

1. Placement of Trips into Open Flying will be in the following order:

- a. Trips that will not fit into Regular Lines or Mixed Lines.
- b. Trips that have dropped out of Regular Lines or Mixed Lines of flying (e.g. Vacation, Sick, Carryover, Training) and are known in sufficient time to post and award as open time flying.
- c. Trips that become available after the bid lines are posted for bid and are not reassigned to bid line holders as a replacement trip for a canceled trip.

2. Posting of Open Flying

- a. Known Open flying will be posted for bidding within five (5) calendar days after bid awards.

- b. Additional Open Flying (AOF) that becomes available after bid awards will be posted each Monday by 1800 local KDAY time, and close at 1200 local KDAY time the following Thursday for the Trips that begin the subsequent week. The Company shall notify those Pilots who have been awarded the open flying.
 - c. The flights available for open flying bidding shall be placed on the Company voice mail system and on a mutually agreeable electronic medium (i.e. web site accessible in the crew lounge and via Internet).
 - d. The AOF bid list shall be updated on a daily basis, if the AOF has any change, during the open flying bid period each week.
3. Award/Assignment of Open Flying
- a. Open flying will be awarded or assigned in the following order:
 - i. Open time will be awarded by bid among all Lineholders in seniority order who are projected to be below minimum guaranteed hours for the current bid period. Lineholders below minimum guaranteed hours who fail to bid open time will be assigned open time.
 - ii. Open time will be awarded by bid among all Lineholders in seniority order whose line is projected to be below their awarded bid lines in the current bid period due to cancellations. Lineholders below their awarded bid lines who fail to bid open time will be assigned open time.
 - b. A Pilot to be assigned a trip in accordance with paragraphs 3.a.i. and 3.a.ii. above, will not be assigned a trip which requires him to work on a scheduled day off. A Pilot may bid for open time flying that requires him to work on a scheduled day off and he will not be entitled to additional compensation for working on his originally scheduled days off.
 - c. Domestic open time may be assigned to Reserve and Standby Pilots, in reverse seniority order, provided the assigned open flying does not fall on scheduled days off.
 - d. Open time will be awarded by bid in seniority order among all Pilots who are on days off, are qualified to perform the flight, and will not exceed eighty (80) block hours for the bid period.
 - e. Management flying in accordance with Article 10. Paragraph C.3.

H. RESERVE PROCEDURES

- 1. All Reserve duty shall be designated as either Airport Standby, Hotel Standby, or Call in Reserve.

- a. Airport Standby is served at the airport designated by the Company.
- b. Hotel Standby is served at the hotel designated by the Company. A Standby Pilot shall be given a minimum of one and one half (1.5) hours to report for an assignment.
- c. If a Pilot is required to contact Crew Scheduling as specified in this Article, the communication shall be via personal communication between the Pilot and staff in the Crew Scheduling Department. Voice mail or e-mail does not qualify as contact with Crew Scheduling.
- d. Call-in-Reserve shall be served at the Pilot's base.
 - i. A Call-in-Reserve Pilot shall contact Crew Scheduling between 1200 and 1600 Dayton local time on the day prior to the start of the Reserve sequence in order to receive any assignment that the Company may have for that Pilot on the first day of the Reserve period.
 - ii. A Call-in-Reserve Pilot is not required to be available for contact. A Reserve Pilot shall contact Crew Scheduling between 1200 and 1500 Dayton local time on the day preceding each reserve day. A Call in Reserve Pilot who is in a legal rest period during the required contact period shall contact Crew Scheduling at the conclusion of his rest period. However, the Company may contact the Reserve Pilot for a trip assignment the following day. Such a trip shall not have a report time earlier than sixteen (16) hours from time of contact unless the Pilot waives this report time requirement. The Reserve list shall be followed until a Reserve Pilot is contacted.
 - iii. A Call-in-Reserve Pilot must contact Crew Scheduling within thirty (30) minutes of block-in of each trip flown while in Call-in-Reserve status.
 - iv. Upon contacting Crew Scheduling, a Call-in-Reserve Pilot shall be assigned a trip, moved to Hotel Standby or Airport Standby, in order, or released until his next duty day. A Pilot may be moved from Reserve to Hotel Standby or Airport Standby for any period of time specified by the Company provided that time falls within the scheduled Reserve period for the Pilot and within the Standby Duty periods specified within Article 12. Paragraph B.4.g.i and ii.
 - v. Except as specified in Paragraph 1.d.ii, (above), if a Call-in-Reserve Pilot is assigned a trip, such trip shall not have a report time earlier than 0100 Dayton local time the following day. A Pilot shall not be required to report at a location other than his base unless he is provided transportation from his location to the point at which he is required to report. In such case, the trip shall be constructed to originate and end at the Pilot's base and the Pilot shall be paid and

credited as if he had reported and been released from the trip at his base.

- vi. If a Call-in-Reserve Pilot is moved up to Hotel Standby or Airport Standby, his Hotel Standby or Airport Standby duty shall not begin earlier than 0100 Dayton local time the following day.
 - vii. A Call-in-Reserve Pilot may be given a duty assignment with a report time later than the following day.
2. When assigning trips to Reserve Pilots, Crew Scheduling will assign trips using Pilots from the Reserve category (Airport Standby, Hotel Standby, or Call-in-Reserve) that best meets the operational requirements of the Company.
- a. Within the Hotel Standby and Call-in-Reserve classifications, assignments shall be made as provided in Paragraph 3 of this section.
 - b. Within the Airport Standby classification, assignments shall be made based on the number of days and duty time remaining in the Airport Standby Pilot's current blocks of Airport Standby duty. A one-day trip shall be assigned to the Airport Standby Pilots having the least remaining duty time sufficient to cover the assignment. A multi-day trip shall be assigned to the Pilot having the fewest remaining days off sufficient to cover the assignment. If two or more Airport Standby Pilots have the fewest remaining days, the assignment shall be given to the Pilot having the least remaining duty time sufficient to cover the assignment.
 - c. A Pilot shall not be assigned to flight duty scheduled to extend into his scheduled days off if such assignment can be assigned to another Pilot who has available duty days on the days such an assignment is scheduled to operate. If there are no Hotel Standby or Airport Standby Pilots with sufficient days left, then the trip will be assigned to the Pilot having the greatest number of days available that coincide with the assignment. A Reserve Pilot shall not be assigned into his days off. If a Hotel Standby or Airport Standby Pilot is assigned duty into his days off, he will be compensated under Article 4, Minimum Pay Guarantees. A Call-in-Reserve Pilot will not be moved up to Hotel Standby or Airport Standby for the purpose of moving him to fly into days off.
3. Crew Scheduling shall assign trips to Call-in-Reserve and Hotel Standby Pilots based upon seniority as follows:
- a. The Company shall create, post and provide separate Reserve and Hotel Standby seniority "Reserve Lists" three (3) days prior to the commencement of the bid period. Each of these lists shall consist of a list of Pilots in each classification and their awarded order from first out to last out based on their seniority in reverse order.

- b. In order to equalize flying among Reserve Pilots, after a Call-in-Reserve or Hotel Standby Pilot has completed an assigned trip, he shall be returned to the bottom of the list of Pilots within his Reserve classification.
 - c. Call-in-Reserve and Hotel Standby Pilots shall be given assignments within their Reserve classification, in accordance with the "Reserve List" in their Reserve classification, with the following exceptions:
 - i. A Reserve Pilot who requires a trip to stay FAR current shall have the highest priority for assignment.
 - ii. A Pilot on Reserve with fewer than one hundred (100) hours in status shall have the next highest priority for assignment.
 - iii. Captains with fewer than one hundred (100) hours in status may be denied an Airport Standby assignment.
 - d. When multiple assignments are available, a Hotel Standby or Reserve Pilot shall be given the assignment having the highest pay value in accordance with the FAR restrictions that apply to the Pilot. If the flight cancels or changes value after the assignment has been made, the Company is not obligated to change the Pilot's assignment to comply with this paragraph.
- 4. Upon completion of a trip, a Pilot is required to contact Crew Scheduling as stated in paragraph 1.d.iii, above. If the Pilot receives no assignment or is not moved to another reserve classification at that time, he shall revert to his original scheduled Reserve status.
 - 5. If a Reserve Pilot has been assigned a trip and he subsequently is notified that a pairing within that trip or the entire trip has been removed or changed, the Pilot is subject to immediate reassignment to another pairing.
 - 6. A Reserve Pilot shall receive a minimum of twelve (12) days scheduled days off in a bid period.
 - 7. Days off for Airport Standby, Hotel Standby, and Reserve shall be constructed in accordance with Paragraphs C.4.a-f, (above).

I. IRREGULAR OPERATIONS

- 1. Emergency Assignment(s)
 - a. If, due to unforeseeable circumstances, the Company's Pilot requirements are not met, the Company may assign emergency replacements.
 - b. Emergency replacements will be accomplished using the most current Pilot Seniority List. Contacting Pilots will begin with the most junior available person from the list. Geographical proximity of the Pilot to the uncovered trip may be a factor in assignments when the departure time dictates.

- c. The Company may assign a Pilot to emergency replacement duty even though that duty reduces the number of days off below twelve (12) or nine (9) days off in BP13. In that case, the Pilot shall be provided a compensatory day off within the next two bid periods with mutual agreement between the Pilot and Crew Scheduling.

2. High Minimum Captains

- a. A Captain on high minimums as defined in the FAR's may be removed from his scheduled trip/flight segment due to operational necessity. In the event that a Captain is removed from his trip/flight segment, the Company will attempt to assign him a trip/flight segment of equal pay credit. In the event that the Captain is removed from his trip while transiting his base, he will be provided with a hotel room.
- b. When a Captain is removed from his scheduled trip/flight segment he will be returned as soon as practicable to his scheduled line of time.

3. Special Qualifications or Assignments

In the event a Pilot is assigned a line of time, or open flying trip, the Company will make every effort to qualify the Pilot prior to that trip. If the Company is unable to complete the required qualification prior to the trip, then the Company will operate the trip with a qualified additional Pilot (i.e. previously qualified Captain, Check Airman). If this is not practical, the Pilot may be removed from that trip and will receive a substitute trip during the same time frame or he will be pay protected.

4. Assignment to CRAF/Hostile Operations

Pilots may be assigned to CRAF operations in accordance with Article 17. Paragraph G.4-6 of this Agreement.

ARTICLE 26

GENERAL

ARTICLE 26. GENERAL

A. RAILWAY LABOR ACT

Nothing in the Agreement shall be construed to limit or deny any Pilot any rights or privileges to which he may be entitled under the provisions of the Railway Labor Act, as amended.

B. SEVERABILITY

Should any part of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, act of government agency or decree of court, the invalid part or provision of this Agreement shall not invalidate the remaining portions, and they shall remain in full force and effect.

C. COPY OF AGREEMENT

The Company shall provide each Pilot, free of charge, one copy of this Agreement in a Jeppesen-size format within sixty (60) days of the date of the signing of the Agreement. Replacement copies of this Agreement will be at the Pilot's expense.

D. NEW EQUIPMENT

1. Should the Company place into revenue service an aircraft-type to be flown by Pilots on the EWA Pilots Systems Seniority List other than an aircraft-type for which rates are specified in this Agreement, the Company and the Association will meet pursuant to the processes of Title 1, Section 6 of the Railway Labor Act. These meetings shall commence ninety (90) days, if possible, but no later than sixty (60) days before the aircraft-type is to be placed in service, for the purpose of establishing rates of pay, rules and working conditions for such aircraft-type. Neither party may demand that other changes be made to this Agreement as a condition for reaching agreement on the foregoing.
2. If no agreement has been reached by the thirtieth (30) day prior to the date the new aircraft-type is scheduled to be placed in service, the parties agree to submit any unresolved issues to an arbitrator for final and binding arbitration. The arbitrator will be mutually agreed to by the parties, or if mutual agreement is not reached, the arbitrator will be selected from the list in Article 21 of this Agreement. The arbitration will occur no later than twenty (20) days prior to the in-service date.
3. At the conclusion of the arbitration hearing, closing oral arguments will be made in lieu of post hearing briefs. The Arbitrator's decision shall be issued within ten (10) working days following the close of the hearing.
4. The time limits prescribed in Article 26.D. may be extended by the mutual agreement of the parties.
5. While in Transition or Upgrade Training for a new piece of equipment, a Pilot's rate of pay will be based upon his current equipment and status until his

successful completion of simulator training on the new equipment. Should a new aircraft-type be placed into revenue service prior to the date an agreement has been reached or an arbitrator's decision issued, the Pilot will fly the aircraft-type and rates of pay will be retroactive to the Pilot's successful completion of simulator training.

E. UNIFORMS

1. The Company and the MEC Uniform Committee shall meet and confer before making any change in the style, color, or materials of uniforms.
2. One (1) basic uniform shall be purchased by the Company for each Pilot if the Company initiates a change in style or color.
3. The Company shall provide each new-hire Pilot one (1) basic uniform at no expense. The new hire Pilot will be required to wear a Company approved uniform at the time he completes IOE.
4. The basic uniform specified above shall consist of one (1) hat, one (1) coat, two (2) uniform pants, four (4) shirts, two (2) ties, one (1) leather belt, one (1) set of wings, epaulets and Company insignia.
5. A Company uniform maintenance program will be established with a Company-designated vendor. This program will provide each Pilot three (3) shirts, one (1) tie, and two (2) pair of pants each calendar year, commencing the first calendar year after this Agreement becomes effective. One (1) new coat will be provided to each Pilot the third (3rd) calendar year after this Agreement becomes effective, and once every three (3) calendar years thereafter. One (1) new hat will be provided to each Pilot as soon as practicable after the ratification of this Agreement, and once every five (5) calendar years thereafter.
6. The authorized uniform will consist of the following:

<u>ITEM</u>	<u>COLOR</u>	<u>REMARKS</u>
Coat	Black	Braids as appropriate
Trousers	Black	
Shirt	White	"Aviator" type with epaulets
Necktie	Black	
Topcoat	Black	"London Fog" type
Insignia	Gold	Issued by Company
Sweater	Black	Pullover or Cardigan
Leather Jacket	Black	A2 or G1 type
Belt	Black	
Shoes/Boots	Black	Plain toe
Stockings	Black	
Epaulets	Black/Gold stripes	
Hats	Black	Captain's w/gold braid on bill First Officers w/ plain bill Flight Engineer w/ plain bill

7. Rank Insignia

A Captain's uniform is distinguished by four (4) stripes on the coat and epaulets and an embroidered visor on the hat. First Officer's and Flight Engineer's uniforms are distinguished by three (3) stripes on the coat and epaulets. A Pilot qualified and assigned as a Captain may wear the four (4) stripes on his uniform. All Pilots will wear the rank insignia of their position.

8. Seasonal Wear

The authorized uniform described above is authorized for year-round wear. During the summer months (May 1 – October 31), when traveling in tropical climates or when so designated by the Chief Pilot, the uniform coat may be considered optional provided the Pilot wears a hat, a tie and shirt with the appropriate epaulets.

9. The authorized uniform hat will be worn as part of the uniform.

10. The Company shall establish reasonable requirements for grooming and other personal appearance standards.

F. COMPANY PROPERTY

No Pilot, or his estate, shall be required to pay for the cost of aircraft, equipment, or other property damaged while in the performance of his duties with the Company.

G. INDEMNIFICATION

The Company shall, at its own expense, provide legal representation for any Pilot named as a defendant or subpoenaed as a witness by a third party in any legal proceedings (including those initiated by fellow employees) arising out of the Pilot's performance of his duties with the Company within the scope of his employment, and shall also indemnify such Pilot against any money judgment or award rendered against him. It is expressly understood that the Company's obligations as set forth herein shall apply equally to legal proceedings against a Pilot's estate. The foregoing shall not apply when the claims arise out of the intentional misconduct of the Pilot, or criminal conduct of the Pilot under the laws of the United States, or any State thereof.

H. PERSONNEL FILES

1. A Pilot's personnel file shall be open for his inspection. Such review may be made during normal Human Resource Department office hours or as scheduled in advance, provided a Human Resource staff member or Flight Operations manager is available to be present during the inspection of the file. Upon request, the Company will provide the Pilot with a copy of documents contained in the file provided that the request is reasonable and not unduly burdensome (e.g. the request does not require copying of large numbers of routine personnel forms or other documents). A Pilot will be provided with a

copy of all disciplinary actions and other derogatory material whenever such is placed in his file.

2. Beginning with the effective date of this Agreement, any disciplinary records shall be removed from the Pilot's file two (2) years after the disciplinary action was issued. Disciplinary records retained pursuant to the second sentence of Paragraph 3, below, (e.g. concerning such matters as harassment, discrimination or assault) shall be removed from the Pilot's file five (5) years after the disciplinary action was issued. Any material which was removed or which should have been removed in accordance with this paragraph may not be used or referred to in any disciplinary proceeding.
3. Notwithstanding any other provision of this paragraph, the Company will maintain such additional records as required by the Pilot Records Improvement Act (PRIA) for such periods as required by the Act. In addition, the Company may maintain a record of counseling or disciplinary action taken in connection with matters which may become the subject of litigation brought against the Company under State or Federal statutes and regulations. In the latter case, records may be maintained for such periods as provided in the statutes of limitation applicable to the laws in question. Such records may not be used or cited for any purpose other than litigation defense or those purposes required by PRIA.

I. RECORDING DEVICES

1. Information obtained from flight data recording devices shall not be used for disciplinary action against a Pilot except in cases involving accidents or involving incidents resulting in an investigation by the NTSB or finding of violation by the FAA.
2. Information obtained from cockpit voice recording devices shall not be used for disciplinary action against a Pilot.
3. The MEC or a representative of the Association shall be present when any recording device is examined, reviewed, or monitored.

J. ASSOCIATION INFORMATION

An Association representative shall be afforded an opportunity to address the Pilots during new-hire training.

K. BENEFITS INFORMATION

The Company shall furnish retiring Emery Worldwide Airlines Pilots, or if deceased their eligible dependents, a list of insurance and retirement benefits as well as travel privileges available, under the terms and provisions of this Agreement.

L. RETIREE IDENTIFICATION

A Company identification card (not airport security ID) shall be issued to each Pilot upon retirement.

M. AIRCRAFT MODIFICATIONS

The Company shall inform the MEC Safety Committee of any pending major modifications to aircraft or components and any other changes that affect the safety of flight. The MEC Safety Committee shall have the opportunity to make recommendations to the Company on any major modifications to aircraft or components.

N. COMPANY MANUALS

The Company shall provide the MEC Chairman a copy of all current Company manuals including, but not limited to, Training Manuals, Flight Operations Manuals, Aircraft Manuals, Company Policy Manuals, Approach Plates, Enroute Charts, and revisions as they are released.

O. PASS PRIVILEGES

1. Consistent with the Company's pass policy and interline agreements with other carriers all Pilots covered under this Agreement, and their eligible dependents, or their surviving eligible dependents, shall be entitled to the same pass or reduced fare privileges afforded or available to other Emery Worldwide Airline employees and their eligible dependents. The Company shall publish interline travel benefit information to active EWA Pilots and provide ALPA with information on benefits available to retired EWA Pilots.
2. The Company shall not, during the duration of this Agreement, initiate any changes that would diminish the jump seat policy on Company aircraft.

P. JUMPSEAT

The Captain, at his discretion, may authorize additional crewmembers (ACM) and other Company qualified personnel on a first come, first serve basis, whenever a seat is available, and in accordance with Company policy.

Q. CREW LOUNGE

The Company shall provide a crew lounge at the Dayton Hub. The Company will meet and confer with the MEC Crew Facilities Committee to discuss the adequacy of crew lounge facilities and determine the need for additional crew lounge facilities at locations other than Dayton, Ohio.

R. CREW MEALS

1. If a Pilot is scheduled to be on continuous duty for seven (7) hours and thirty (30) minutes (7:30) or more, and he is scheduled for an intransit stop of two (2) hours or more, a crew meal will be furnished by the Company unless an on-site restaurant is available. If a Pilot is scheduled for seven (7) hours and thirty (30)

minutes or more and he is scheduled for an intransit stop of less than two (2) hours a crew meal will be furnished by the Company. The Company will not furnish meals for intransit stops through the Dayton Hub.

2. Crew meals shall be provided for all Pilots on duty on all flights scheduled in excess of five (5) hours.
3. In the event CRS alerts a Pilot that he will be required to show at the airport earlier than originally scheduled, the Pilot will be provided sufficient time to obtain a meal before departing the hotel or the Company will provide catering on board the aircraft.
4. Each aircraft will be supplied with bottled water, juice, tea, coffee, and hot chocolate packets. No flight will be delayed for lack of beverage availability.

S. COMMUTER PILOT PROCEDURES

The following procedures shall be used by Pilots who commute on Company aircraft:

1. Between 0600 and 1200 Dayton, Ohio Local Time on the day of departure, the Pilot must check with dispatch and will be advised if his seat is available. This schedule must assure the Pilot's arrival at Dayton at least two (2) hours prior to report time. If a Pilot fails to arrive, but meets the verification criteria as stated above, he will not be considered negligent and will not be subject to discipline. The commuting Pilot shall check in with Crew Scheduling at his base. In the event that a commuting Pilot loses time due to jumpseat unavailability beyond his control, he shall be permitted to make up lost time.
2. Jumpseat use for Company business requirements shall take precedence over availability for commuting. In the event a jumpseat becomes unavailable to a listed commuting Pilot, he shall be so advised as soon as unavailability is known to Crew Scheduling.

T. PAYROLL DATA

The Company shall provide to each Pilot a summary of the last bid period that reports his pay credit/hours and per diem for the respective bid period.

U. I.D. REPLACEMENTS

All required Company I.D. badges will be provided initially by the Company at no cost to the Pilot. If a Pilot loses his Company I.D. badge it will be replaced pursuant to the Company policy applicable to all Company employees, not to exceed costs established by Dayton Airport authorities.

V. SYSTEM BID

The Company will post a system base bid within sixty (60) days of the signing of this Agreement.

W. CAPTAIN UTILIZATION

No Captain shall be scheduled or required to serve as a First Officer without the Pilot's consent.

X. AIRCRAFT MANUALS

The Company shall seek approval for the use of Ships Library manuals in lieu of the General Operations Manual requirement for Pilots to carry such manuals during flight assignments.

Y. PASSPORTS, VISAS, AND IMMUNIZATIONS

1. Passports: All Pilots must maintain a current passport and provide verification to the Company that this requirement has been met.
2. Visas: In the event foreign nation visas are required for Company assigned duties, the Company will be responsible for obtaining and for the cost of such visas.
3. Immunizations: The cost of any immunizations recommended by a U.S. Government Agency for travel to Company operational areas will be reimbursed by the Company.

Z. NON-DISCRIMINATION/GENDER INCLUSION

The provisions of this Agreement will apply to all Pilots regardless of race, color, creed, religion, national origin, age, sex, sexual orientation, disability or veteran status. Whenever reference is made in this Agreement to Pilots using a pronoun in the male gender, the reference shall also mean and include the female gender.

AA. ADDITIONAL CREW MEMBERS (ACM)

1. It is acknowledged that Emery Worldwide Airlines (EWA) may require the services of mechanics, loadmasters, couriers, and/or other personnel (hereinafter referred to as Additional Crew Member or ACM) whose services are helpful, but not required, in the performance of specific charter or contract operations.
2. While performing their respective duties, ACMs are responsible to the Pilot-in-Command of the flight to which they are assigned. The Company will advise the Pilot-in-Command when an ACM is planned to be utilized, and their respective position on a specific flight. All ACMs will be identified by name and position on the flight release.
3. All ACMs will be trained in accordance with EWA policy and procedures regarding the use of emergency equipment, egress, and "sterile" cockpit procedures.

BB. MAINTENANCE FLIGHTS

A Pilot will not be required to operate an engine out ferry or maintenance test flight without his consent.

CC. ILLNESS OR INJURY WHILE ON COMPANY BUSINESS

1. In the event a Pilot becomes ill or is injured while away from home on Company business, the Company will promptly arrange to return him home and/or will assist in locating and arranging for medical treatment when notified that such assistance is needed, whichever is appropriate.
2. The Company will make information available on how to contact the best available physicians and medical facilities for Pilots scheduled to fly to destinations where English speaking medical personnel and/or medical facilities that meet U.S. standards are not easily accessible.
3. For cases of serious illness or injury, the Company will be responsible for arranging prompt air ambulance transportation from locations where adequate treatment is not available to suitable medical facilities (when possible, in the U.S.)
4. The Company will arrange free transportation, lodging and expenses for reasonable visitation by immediate family or significant other for Pilots hospitalized at locations distant from the Pilot's home.

DD. SOLICITATION AND DISTRIBUTION

1. It is EWA's policy that solicitation or distribution of literature for any purpose by non-employees is strictly prohibited on company premises at any time. The only exceptions to the Company's non-solicitation rule applies to the Company's annual participation in local United Way campaigns, and the Girl Scouts and Boy Scouts. Solicitation or distribution in any way connected with the sale of any goods or services for profit is strictly prohibited anywhere on Company property at any time.
2. Employees may engage in solicitation on Company premises only during their non-working time. Employees may distribute or circulate literature only during non-working time and only in non-working areas. Non-working time means time during meals and breaks and before or after work. If an employee is not certain whether an area is a work or non-working area, he should consult his immediate supervisor for clarification.

EE. BULLETIN BOARDS/SAFETY

1. Bulletin Boards: The Company has bulletin boards located throughout its facilities for the purpose of communicating with employees. Postings on these boards are limited to Company related material including statutory and legal notices, safety and disciplinary rules, Company policies, memos of general interest relating to the Company, local operating rules, job notices and other

items. All postings require the prior approval of the location manager. No postings will be permitted for any other purpose. The Company will make available space for enclosed locking bulletin boards to be supplied by the Association at each domicile for use by the Association in posting information on meetings and other Association matters. All posted material shall remain free of derogatory, inflammatory, and pornographic content with the respect to the Company or any of its employees.

2. **Safety Box:** A safety box shall be maintained at the Dayton Flight Crew Facility. Pilots will be encouraged to submit safety concerns to the Association Central Air Safety Committee Chairman using the safety box. The Chairman will share such reports with the Company Director of Safety.

FF. PILOT ASSISTANCE COMMITTEE

1. The Company and the Association agree to cooperate in providing Pilot employees a choice of seeking assistance for substance dependency and abuse through the Company Employee Assistance Program or through the EWA/ALPA Human Intervention and Motivation Study (HIMS) Committee.
2. The Company and the MEC will each designate two (2) individuals to serve on the EWA/ALPA HIMS Committee. The EWA/ALPA Pilot HIMS Committee will meet to mutually agree upon a standard procedure for coordinating the assistance provided by the EWA/ALPA HIMS Committee in cases of self-referrals or interventions in connection with issues of substance dependency or abuse. The procedure will include provisions for safeguarding the confidential nature of the assistance.
3. The procedure agreed upon will be designed to accommodate the special medical certification requirements of Pilots and will be based upon generally accepted standards developed by the FAA. The procedure will be directed towards preventing and ameliorating adverse effects associated with substance abuse, substance dependency, emotional, behavioral or similar conditions.
4. Pilots who receive assistance through the EWA/ALPA HIMS Committee or through the Company Employee Assistance Program (EAP) will be provided Company medical leave and insurance coverage, as provided for in this Agreement. The Company and the Association will cooperate in providing monitoring of similar services required for the re-issuance of medical certificates. A Pilot who successfully completes a program will be allowed to return to line flying with no loss of seniority.

GG. CHANGES IN PERSONAL STATUS

Each Pilot is responsible to keep personal records up-to-date. The Chief Pilot, Chief Flight Engineer, or a Human Resource representative must be notified when there is a change in the following:

1. Name
2. Address
3. Telephone Number
4. Dependents
5. Beneficiaries
6. Marital Status
7. Emergency Contact Information

ARTICLE 27

INSURANCE

ARTICLE 27. INSURANCE

- A.** Pilots will be covered by the Company's Health and Welfare Plan as outlined in the Summary Plan Descriptions (SPD), revised December 1999, Book Three (3) and Book Nine (9) as previously distributed and available in the Department of Human Resources. During the life of the Agreement, when changes are made to the plan or SPD as they pertain to Pilots, the Company will meet and consult with the MEC prior to any changes being made to the Plan, including any change to carriers or vendors. Notwithstanding the foregoing, a change to improve the Pilots benefits under the Plan or SPD may be made without meeting and consulting with the MEC, and any change that improves benefits under the Plan or SPD for other covered Emery Worldwide Airline employees will be made for Pilots under this Agreement.

- B.** The Company agrees that Pilots will have coverage, provided by the Company, for FAA required and recommended mental health and substance abuse treatment and for FAA recommended and required medical diagnostic procedures or treatment for purposes of maintaining or obtaining medical certification regardless of "Medical Necessity".

ARTICLE 28

RETIREMENT

ARTICLE 28. RETIREMENT

- A.** Pilots will be covered by a Company-Sponsored Defined Benefit Pension Plan (EWA Pilots' Retirement Plan) at no cost to the Pilot. The benefit provisions will be the same as stated in the CNF Retirement Plan ("CNFRP") except that Pilots' Normal Retirement Age ("NRA") will be the FAA mandated retirement age (currently age 60). NRA is the age at which Pilots (including for purposes of this retirement plan, Flight Engineers) may retire and receive an unreduced pension benefit after ten (10) years of service.

- B.** Pilots will be eligible to participate in a Company-Sponsored Savings Plan ("non-matched 401[k]"). Pilot account balances held in the CNF Thrift and Stock Plan ("TASP") will be transferred to the Savings Plan except for CNF Preferred Stock. Pilots eligible for this Savings Plan will be subject to their own discrimination test.

ARTICLE 29

AGENCY SHOP

ARTICLE 29. AGENCY SHOP

- A.** Each Pilot of the Company covered by this Agreement shall be required, as a condition of employment, beginning sixty (60) days after the effective date of this Agreement, or after the completion of his probationary period, whichever shall last occur: (1) to be or become a member of the Association, or (2) to pay to the Association a monthly service charge for the administration of this Agreement and representation of the Pilot. Such monthly service charge shall be equal to the Association's regular monthly dues which would be required to be paid by such Pilot if a member; provided that neither membership nor the payment of a service charge shall be required in respect to any such Pilot: (a) for whom membership is not available upon the same terms and conditions generally applicable to any other member, or (b) as to whom membership was denied or terminated for any reason other than the failure to tender periodic dues and initiation fees uniformly required by the Association as a condition of acquiring or retaining membership.
- B.** Pilots, while serving the Company in any of the positions listed below, shall be considered to be management officials, and shall not be subject to the requirements of Paragraph A, (above), and Paragraph C, (below).
- Vice President – Flight Operations
 - Vice President – Safety
 - Director – Flight Operations
 - Chief Pilot
 - Director of Training
 - Manager of Training
 - Manager of Safety

A management Pilot who desires to become and/or remain a member of the Association shall be eligible for Executive Inactive Status, as described in the Association's Constitution and By Laws, while serving as a management Pilot. The provisions of this Article pertain solely to a Pilot's relationship with the Association, and not to any other aspect of the Agreement (including Article 10, Non-Flying or Management Duty).

- C.** If any Pilot who is required under this Agreement to make payment of a service charge and/or membership dues, and/or initiation fees (as defined in paragraph A, above) becomes delinquent in accordance with the Association's Constitution and By-Laws in the making of such payments, the Association shall notify such Pilot by certified mail, return receipt requested, copy to the Vice President of Operations of the Company, his successor or designee, that the Pilot is delinquent in the payments specified and the total amount of money due and the period for which he is delinquent and that he is subject to discharge as an employee of the Company. Such letter shall also notify the Pilot that he must remit the required payment within a period of fifteen (15) days or be discharged. The notice of delinquency required under this paragraph shall be deemed to be received by the Pilot, whether or not it is personally received by him, when mailed by the Vice President of Finance of the Association by certified mail, return receipt requested, postage prepaid to the Pilot's last known address, or to any address which has been designated by the Pilot. It shall be the duty of every Pilot covered by this Agreement to notify the Association's

Membership Services Department of every change in his home address, or of an address where the notice required by this paragraph can be sent and received by the Pilot, if the Pilot's home address is at any time unacceptable for this purpose.

- D. If, upon the expiration of the fifteen (15) day period, the Pilot still remains delinquent, the Vice President of Finance of the Association shall certify in writing to the Director of Human Resources of the Company, his successor or designee, copy to the Pilot, both by certified mail, return receipt requested, that the Pilot has failed to remit payment within the grace period allowed and should be therefore discharged. The Director of Human Resources, or his designee, shall within five (5) days, terminate the service of such employee as Pilot.
- E. A protest by a Pilot who is to be discharged as a result of any interpretation or application of the provisions of this Article shall be subject to the following procedures:
 - 1. A Pilot who believes that the provisions of this Article have not been properly interpreted or applied as they pertain to him, may submit his request for review in writing within five (5) days from the date of his notification by the Director of Human Resources, as provided in Paragraph D, (above). The request must be sent by certified mail, return receipt requested to the Director of Human Resources, or his designee, who will review the protest and render a decision in writing no later than five (5) days following receipt of the protest.
 - 2. The Director of Human Resources, or his designee, shall forward his decision to the Pilot with a copy to the Association, both by certified mail, return receipt requested. Said decision shall be final and binding on all interested parties unless appealed as hereinafter provided. If the decision is not satisfactory to either the Pilot or the Association, then either may appeal within ten (10) days from the receipt of the decision, by filing notice of such appeal. Such notice shall be sent to the other party and to the Company, by certified mail, return receipt requested. Appeal shall be directed to a neutral referee who may be agreed upon by the Pilot and the Association within ten (10) days of receipt of the notice of appeal. In the event the parties fail to agree upon a neutral referee within the specified period, either the Pilot or the Association may request the National Mediation Board to name such neutral referee. The hearing before the neutral referee shall be held as soon as possible and the neutral referee shall be requested to render a decision within thirty (30) days after the hearing. The decision of the neutral referee shall be final and binding on all parties to the dispute. The fees and charges of such neutral referee shall be borne equally by the Pilot and the Association.
- F. During the period a protest is being handled under the provisions of this Article, and until final decision is rendered by the Director of Human Resources, his designee or the neutral referee, the Pilot shall not be discharged from the Company nor lose any seniority rights because of non-compliance with the terms and provisions of this Article.

- G.** A Pilot discharged by the Company under the provisions of this Article, shall be deemed to have been “discharged for cause” within the meaning of the terms and provisions of this Agreement.
- H.** It is agreed that the Company shall not be liable for any time or wage claim of a Pilot discharged by the Company pursuant to a written order by an authorized Association representative under the terms of this Article.
- I.** The Association agrees to indemnify and hold harmless the Company against any suits, claims, and liabilities which arise out of or by reason of any action taken by the Company pursuant to a written demand by an authorized Association representative under the terms of this Article. The Company shall promptly notify the Association of any such suits, claims, or claims of liabilities made against it.

ARTICLE 30

DUES CHECK OFF

ARTICLE 30. DUES CHECKOFF

- A.** During the life of this Agreement, the Company agrees to deduct from the pay of each employee covered by this Agreement, and remit to the Air Line Pilots Association, membership dues and/or service charges uniformly required by the Air Line Pilots Association, as a condition of acquiring or retaining membership and in accordance with the provisions of the Railway Labor Act, as amended, provided such employee voluntarily executes the following agreed upon form. This form, also to be known as a "Check Off Form", shall be prepared and furnished by the Air Line Pilots Association.
- B.** When a Pilot covered by this Agreement properly executes such a "Check Off Form", the Vice President of Finance for the Air Line Pilots Association shall forward an original copy to the Director of Human Resources of Emery Worldwide Airlines. Any "Check Off Form" which is incomplete or improperly executed will be returned to the Vice President of Finance of the Air Line Pilots Association. Any notice of revocation as provided for in this Agreement or the Railway Labor Act, as amended, must be in writing, signed by the Pilot and delivered by certified mail, addressed to the Director of Human Resources of Emery Worldwide Airlines with a copy to the Air Line Pilots Association. "Check Off Forms" and notices received by the Director of Human Resources will be stamp-dated on the date received and will constitute notice to the Company on the date received and not when mailed.
- C.** When a "Check Off Form" or notice of revocation, as specified herein, is received by the Director of Human Resources at least five (5) days prior to a scheduled payday, deductions will commence or cease, respectively, with that payday, and will continue thereafter until revoked or canceled as provided in the "Check Off Form." The Company will remit to the Air Line Pilots Association a check in payment of all dues and/or service charges collected in a given month as soon after the end of a month as possible. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of the Air Line Pilots Association dues and/or service charges to the Air Line Pilots Association will be accompanied by a list of names of the Pilots for whom deductions have been made in that particular period.
- D.** No deductions of the Air Line Pilots Association dues will be made from the wages of any Pilot who has executed a "Check Off Form" and who has been transferred to a job not covered by this Agreement, or who is on leave without pay. Upon return to work within a classification covered by this Agreement, deductions shall be automatically resumed provided the Pilot has not revoked the assignment in accordance with the provisions stipulated on the "Check Off Form" and of the Railway Labor Act, as amended.
- E.** A Pilot who has executed a "Check Off Form" and who resigns or is otherwise terminated from the Company will be deemed to have automatically revoked his assignment, and if he is subsequently reemployed, further deductions of the Air Line Pilots Association dues will be made only upon execution and receipt of a new "Check Off Form".

- F. If the amount of a Pilot's paycheck is insufficient to cover all deductions, then deductions of dues will occur only after deductions of amounts required by law, or authorized by the Pilot for payment of pre-tax 401(k) contributions and miscellaneous Company benefit plan deductions. Any arrearages of dues payments will be withheld in subsequent pay period(s). In the event of termination of employment, the obligation of the Company to collect dues will not extend beyond the Pilot's last pay period.

**ASSIGNMENT AND AUTHORIZATION FOR PAYMENT OF ASSOCIATION SERVICE
CHARGES AND DUES
("CHECK OFF FORM")**

Date: _____

To: Emery Worldwide Airlines, Inc.

_____, hereby authorize and direct the Company to deduct from my pay such monthly dues as are now or may hereafter be established in accordance with the Constitution and By-Laws of the Association, or service charges in an amount equal to such dues, for remittance to the Air Line Pilots Association. I agree that this authorization shall be irrevocable for one (1) year from the date hereof or until termination of the Service Charges and Dues Agreement between the Company and the Association, whichever occurs sooner.

If the Service Charges and Dues Agreement is terminated, this authorization shall be automatically terminated. In the absence of a termination of the Service Charges and Dues Agreement, this authorization may be revoked effective as of any anniversary date of the signing hereof by written notice given by me to the Company and the Association by certified mail, return receipt requested, during the ten (10) days immediately preceding any such anniversary.

Signature of Employee _____

Address of Employee _____

Employee Number _____

ALPA Number _____

ARTICLE 31

PAC CHECK OFF

ARTICLE 31. PAC CHECKOFF

- A.** The Company shall deduct on a monthly basis voluntary contributions to ALPA-PAC from the earnings of those employees who voluntarily authorize the contributions on forms provided for that purpose by ALPA- PAC. The amount of the monthly deductions shall be as specified in the forms and in conformance with applicable State and Federal statutes.
- B.** The funds donated to ALPA-PAC shall be mailed to the ALPA National Office within two weeks of the end of the month.
- C.** A Pilot may withdraw from the program at any time, provided cancellation notice is received by Emery Worldwide Airlines from the Pilot, in writing, at least ten (10) days prior to the end of a bid period.

ARTICLE 32

**MANAGEMENT
RIGHTS**

ARTICLE 32. MANAGEMENT RIGHTS

Business Direction---Except to the extent of this Agreement, the management of the business of the Company and the direction of its personnel, including the size and composition of the workforce; the right to hire, including the right to determine qualifications for initial employment, continued employment and changes in position; the scheduling, assignment and the amount of work; the right to establish and change, at its discretion, rules, regulations and procedures governing the Pilots, including rules of conduct; staffing; the services to be marketed and the maintenance and development of employee efficiency; and all other matters consistent with the economic and efficient operation of its business, are vested solely in the Company.

ARTICLE 33

DURATION

ARTICLE 33 - DURATION OF AGREEMENT

This Agreement shall become effective and shall remain in full force and effect until September 18, 2004 and shall renew itself without change until each succeeding September 18th thereafter unless written notice of intended change is served in accordance with Section 6, Title 1 of the Railway Labor Act, as amended, by either Party hereto at least ninety (90) days prior to in September 18th in any year.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 28th day of September 2000.

WITNESS:

FOR EMERY WORLDWIDE AIRLINES, INC.

Vice President – Flight Operations

EWA President & Chief Operating Officer

Vice President – Human Resources

WITNESS:

**FOR THE AIR LINE PILOTS IN THE
SERVICE OF EMERY WORLDWIDE
AIRLINES, INC.**

**Captain Jeffrey D. Haddock
Chairman, EWA Negotiations Comm.**

**Captain Duane E. Woerth, President
Air Line Pilots Association, International**

**Captain Scott N. Michael
Member, EWA Negotiations Comm.**

**Captain Thomas G. Rachford
Chairman, EWA Master Executive Council**

**Larry D. McKimm
Member, EWA Negotiations Comm.**

**Richard Domholt, Esq.
Senior Contract Administrator
Air Line Pilots Association**

**Darren L. Porter
Member, EWA Negotiations Comm.**

APPENDICES

EMERY WORLDWIDE AIRLINES HOTEL

APPENDIX A

MINIMUM HOTEL STANDARDS

1. General - All Hotels
 - a. Will have single occupancy type rooms.
 - b. Normally will be located within thirty (30) minutes driving time in normal traffic from the airport served by EWA.
 - c. Have transportation available to EWA Pilots to coincide with flight arrival and departure schedules.
 - d. Every consideration will be given to avoid rooms prone to noise.
 - e. Have a restaurant which is not "fast food" within walking distance, taking into consideration those Pilots with physical limitations.
 - f. Will be located in an area which is not prone to street crime.
2. Facilities - All Hotels
 - a. Food will be made available by restaurant or room service. In the event that hotel facilities are not open when a Pilot is to report for duty,

catering will be provided.

- b. Will have laundry or valet services available.
- c. Will have telephones and message services.
- d. Will offer non-smoking accommodations on a primary basis and smoking on a secondary basis.

3. Safety - All Hotels

- a. Will have interior room entry doors.
- b. Will have locked security type doors on all exterior entryways except the main entrance.
- c. Will have smoke detectors in all guest rooms, halls and common interior areas.
- d. Will have fire retarding sprinklers in all guest rooms, halls, and interior common areas.
- e. Will have clearly marked exit signs in all halls, stairwells, and common areas.
- f. Will have windows that can be locked.
- g. Will have deadbolt locks in all guest room doors.

4. Additional Standards - All Hotels

- a. Room assignment will be provided by the Company-contracted hotel upon arrival.
- b. All rooms will be in good repair and have blackout curtains.
- c. Will have individually operable heat/air conditioning controls in each room that are operable year round.
- d. Will have beds which are double or larger.
- e. Rooms will be away from noisy areas such as stairwells, elevators, ice machines, etc.
- f. The Company will make the effort to obtain a food service discount at hotel restaurants.

- g. If rooms are located above the second floor, elevator service will be available.
- h. Will have free **"800"** calls from the hotel room. If possible, the hotel will provide free local calls.

EMERY WORLDWIDE AIRLINES EWA PILOT PAY SCALES

APPENDIX B

EWA Pilot Pay Scales & Contract Rate Increases (DC8 A/C EQUIVALENTS)													
HEAVY													
	CA	1	2	3	4	5	6	7	8	9	10	11	12
1	\$ 87.50	\$ 130.00	\$ 133.90	\$ 137.83	\$ 142.05	\$ 144.90	\$ 147.79	\$ 150.75	\$ 153.76	\$ 156.84	\$ 158.41	\$ 159.89	
2	\$ 101.40	\$ 135.20	\$ 139.26	\$ 143.43	\$ 147.74	\$ 150.69	\$ 153.71	\$ 156.78	\$ 159.91	\$ 163.11	\$ 164.74	\$ 166.39	
3	\$ 105.40	\$ 140.61	\$ 144.83	\$ 149.17	\$ 153.65	\$ 156.72	\$ 159.85	\$ 163.05	\$ 166.31	\$ 169.64	\$ 171.33	\$ 173.05	
4	\$ 109.67	\$ 146.23	\$ 150.62	\$ 155.14	\$ 159.79	\$ 162.96	\$ 166.25	\$ 169.57	\$ 172.96	\$ 176.42	\$ 178.19	\$ 179.97	
	FO	1	2	3	4	5	6	7	8	9	10	11	12
1	\$ 89.43	\$ 80.60	\$ 84.26	\$ 88.27	\$ 92.34	\$ 94.18	\$ 96.07	\$ 97.99	\$ 99.95	\$ 101.95	\$ 102.97	\$ 103.99	
2	\$ 81.85	\$ 83.82	\$ 87.73	\$ 91.80	\$ 96.03	\$ 97.95	\$ 99.91	\$ 101.91	\$ 103.94	\$ 106.02	\$ 107.08	\$ 108.15	
3	\$ 84.33	\$ 87.18	\$ 91.24	\$ 95.47	\$ 99.87	\$ 101.87	\$ 103.90	\$ 105.98	\$ 108.10	\$ 110.26	\$ 111.37	\$ 112.48	
4	\$ 86.90	\$ 90.66	\$ 94.69	\$ 98.99	\$ 103.66	\$ 105.94	\$ 108.06	\$ 110.22	\$ 112.43	\$ 114.68	\$ 115.82	\$ 116.98	
	SO	1	2	3	4	5	6	7	8	9	10	11	12
1	\$ 52.65	\$ 71.50	\$ 74.98	\$ 78.61	\$ 82.39	\$ 84.04	\$ 85.72	\$ 87.43	\$ 89.18	\$ 90.97	\$ 91.88	\$ 92.80	
2	\$ 64.76	\$ 74.36	\$ 77.98	\$ 81.76	\$ 85.69	\$ 87.40	\$ 89.15	\$ 90.93	\$ 92.75	\$ 94.61	\$ 95.65	\$ 96.61	
3	\$ 68.95	\$ 77.33	\$ 81.13	\$ 85.03	\$ 89.11	\$ 90.90	\$ 92.72	\$ 94.57	\$ 96.46	\$ 98.39	\$ 98.37	\$ 100.37	
4	\$ 69.22	\$ 80.43	\$ 84.26	\$ 88.43	\$ 92.69	\$ 94.63	\$ 96.42	\$ 98.26	\$ 100.32	\$ 102.33	\$ 103.26	\$ 104.30	
	PSE	1	2	3	4	5	6	7	8	9	10	11	12
1	\$ 63.30	\$ 84.50	\$ 87.04	\$ 89.65	\$ 92.34	\$ 94.18	\$ 96.07	\$ 97.99	\$ 99.95	\$ 101.95	\$ 102.97	\$ 103.99	
2	\$ 65.91	\$ 87.68	\$ 90.52	\$ 93.23	\$ 96.03	\$ 97.95	\$ 99.91	\$ 101.91	\$ 103.94	\$ 106.02	\$ 107.08	\$ 108.15	
3	\$ 68.55	\$ 91.40	\$ 94.14	\$ 96.96	\$ 99.87	\$ 101.87	\$ 103.90	\$ 105.98	\$ 108.10	\$ 110.26	\$ 111.37	\$ 112.48	
4	\$ 71.29	\$ 95.05	\$ 97.90	\$ 100.84	\$ 103.86	\$ 105.94	\$ 108.06	\$ 110.22	\$ 112.43	\$ 114.68	\$ 115.82	\$ 116.98	

EWA Pilot Pay Scales & Contract Rate Increases (DC10 A/C EQUIVALENTS)													
WIDE													
	CA	1	2	3	4	5	6	7	8	9	10	11	12
1	\$ 107.25	\$ 143.00	\$ 147.29	\$ 151.71	\$ 156.26	\$ 159.39	\$ 162.57	\$ 165.82	\$ 169.14	\$ 172.52	\$ 174.26	\$ 175.99	
2	\$ 111.54	\$ 148.72	\$ 153.18	\$ 157.78	\$ 162.51	\$ 165.76	\$ 169.08	\$ 172.46	\$ 175.91	\$ 179.42	\$ 181.22	\$ 183.03	
3	\$ 115.00	\$ 154.67	\$ 159.31	\$ 164.09	\$ 169.01	\$ 172.39	\$ 175.84	\$ 179.36	\$ 182.94	\$ 186.60	\$ 189.47	\$ 190.35	
4	\$ 120.64	\$ 160.86	\$ 165.68	\$ 170.65	\$ 175.77	\$ 179.29	\$ 182.87	\$ 186.53	\$ 190.26	\$ 194.07	\$ 196.01	\$ 197.97	
	FO	1	2	3	4	5	6	7	8	9	10	11	12
1	\$ 65.42	\$ 88.88	\$ 92.79	\$ 96.89	\$ 101.57	\$ 103.60	\$ 105.67	\$ 107.79	\$ 109.94	\$ 112.14	\$ 113.26	\$ 114.39	
2	\$ 68.04	\$ 92.21	\$ 96.50	\$ 100.98	\$ 105.63	\$ 107.74	\$ 109.90	\$ 112.10	\$ 114.34	\$ 116.63	\$ 117.79	\$ 118.97	
3	\$ 70.76	\$ 95.89	\$ 100.36	\$ 105.02	\$ 109.86	\$ 112.05	\$ 114.30	\$ 116.60	\$ 118.91	\$ 121.29	\$ 122.60	\$ 123.73	
4	\$ 73.59	\$ 99.73	\$ 104.38	\$ 109.22	\$ 114.25	\$ 116.54	\$ 118.87	\$ 121.24	\$ 123.67	\$ 126.14	\$ 127.40	\$ 128.68	
	SO	1	2	3	4	5	6	7	8	9	10	11	12
1	\$ 57.92	\$ 78.65	\$ 82.48	\$ 86.47	\$ 90.63	\$ 92.44	\$ 94.29	\$ 96.18	\$ 98.10	\$ 100.06	\$ 101.06	\$ 102.07	
2	\$ 60.23	\$ 81.80	\$ 85.78	\$ 89.93	\$ 94.26	\$ 96.14	\$ 98.06	\$ 100.03	\$ 102.03	\$ 104.07	\$ 105.11	\$ 106.16	
3	\$ 62.64	\$ 85.07	\$ 89.21	\$ 93.53	\$ 98.03	\$ 99.99	\$ 101.99	\$ 104.03	\$ 106.11	\$ 108.23	\$ 109.31	\$ 110.40	
4	\$ 65.15	\$ 88.47	\$ 92.76	\$ 97.27	\$ 101.95	\$ 103.99	\$ 106.07	\$ 108.19	\$ 110.35	\$ 112.56	\$ 113.68	\$ 114.82	
	PSE	1	2	3	4	5	6	7	8	9	10	11	12
1	\$ 69.71	\$ 92.95	\$ 95.74	\$ 98.61	\$ 101.57	\$ 103.60	\$ 105.67	\$ 107.79	\$ 109.94	\$ 112.14	\$ 113.26	\$ 114.39	
2	\$ 72.60	\$ 96.67	\$ 99.67	\$ 102.66	\$ 105.63	\$ 107.74	\$ 109.90	\$ 112.10	\$ 114.34	\$ 116.63	\$ 117.79	\$ 118.97	
3	\$ 75.40	\$ 100.53	\$ 103.55	\$ 106.66	\$ 109.86	\$ 112.05	\$ 114.30	\$ 116.58	\$ 118.91	\$ 121.29	\$ 122.60	\$ 123.73	
4	\$ 78.42	\$ 104.96	\$ 107.69	\$ 110.92	\$ 114.25	\$ 116.54	\$ 118.87	\$ 121.24	\$ 123.67	\$ 126.14	\$ 127.40	\$ 128.68	

EMERY WORLDWIDE AIRLINES 727 AIRCRAFT LIST

APPENDIX C

EWA CERTIFICATE B727 AIRCRAFT AS OF DATE OF CONTRACT

Sys	Tail Number	Lessor	Aircraft Type	Used By	Operated By
P	N329QS	Emery WW Air (Owned)	B727-100	EAFC	Ryan
P	N355QS	Emery WW Air (Owned)	B727-100	EAFC	Ryan
P	N356QS	Emery WW Air (Owned)	B727-100	EAFC	Ryan
P	N357QS	Emery WW Air (Owned)	B727-100	EAFC	Ryan
P	N359QS	Emery WW Air (Owned)	B727-100	EAFC	Ryan
P	N413EX	Emery WW Air (Owned)	B727-100	EWA	Ryan
P	N416EX	Emery WW Air (Owned)	B727-100	EWA	Ryan
P	N417EX	Emery WW Air (Owned)	B727-100	EWA	Ryan
P	N421EX	Emery WW Air (Owned)	B727-100	EWA	Ryan
P	N424EX	Emery WW Air (Owned)	B727-100	EAFC	Ryan
P	N426EX	Emery WW Air (Owned)	B727-100	EWA	Ryan
P	N427EX	Emery WW Air (Owned)	B727-100	EWA	Ryan
P	N428EX	Emery WW Air (Owned)	B727-100	EWA	Ryan
P	N429EX	Emery WW Air (Owned)	B727-100	EWA	Ryan
P	N432EX	Emery WW Air (Owned)	B727-100	EWA	Ryan
P	N433EX	Emery WW Air (Owned)	B727-100	EWA	Ryan
P	N435EX	Emery WW Air (Owned)	B727-100	EWA	Ryan
P	N436EX	Emery WW Air (Owned)	B727-100	EWA	Ryan
P	N526PC	Emery WW Air (Owned)	B727-100	EWA	Ryan
P	N527PC	Emery WW Air (Owned)	B727-100	EWA	Ryan
P	N528PC	Emery WW Air (Owned)	B727-100	EWA	Ryan
P	N721JE	Emery WW Air (Owned)	B727-100	EWA	Ryan
Total B727-100			22		
	N7635U	Hitachi Credit	727-200	EAFC	Ryan
	N7638U	5/3rd Bank	727-200	EAFC	Ryan
	N7639U	IBJ	727-200	EAFC	Ryan
	N801EA	Finova	727-200	EAFC	Ryan
	N815EA	Finova	727-200	EAFC	Ryan
	N8878Z	Finova	727-200	EAFC	Ryan
	N7640U	PNC Leasing	727-200	EAFC	Ryan
	N7642U	IBJ	727-200	EAFC	Ryan
	N7643U	PNC Leasing	727-200	EAFC	Ryan
	N7644U	Hitachi Credit	727-200	EAFC	Ryan
	N7645U	5/3rd Bank	727-200	EAFC	Ryan
	N311NE	OBS	727-200	EWA	Expr-One
	N312NE	OBS	727-200	EWA	Expr-One
	N313NE	OBS	727-200	EWA	Expr-One
Total 727-200			14		
Total Ryan A/C			33		
Total Express One			3		
Total			36		

EMERY WORLDWIDE AIRLINES CREW SENIORITY

APPENDIX F

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
1	Smith, Ronald D.	CA	DC-8	02/01/1987	03/30/1946
2	Tweddale, James D.	CA	DC-10	03/03/1987	05/08/1944
3	Allen, Mitchell R.	CA	DC-10	03/16/1987	10/26/1949
4	Hickman, Richard B.	CA	DC-8	05/04/1987	11/16/1946
5	Stigall, Samuel S.	CA	DC-10	05/04/1987	06/09/1948
6	Kersey, Paul C.	CA	DC-8	07/06/1987	04/30/1938
7	O'Reilly, Thomas C.	CA	DC-10	01/25/1988	02/18/1949
8	Meister, Marvin R.	CA	DC-10	05/02/1988	07/15/1945
9	Aitken, Brian C.	CA	DC-10	05/02/1988	07/23/1949
10	White, Burt A.	FE	DC-8	05/09/1988	04/13/1949
11	Dobbins, Patricia J.	FE	DC-10	05/09/1988	11/22/1949
12	Fahning, Barry F.	FE	DC-8	05/09/1988	07/29/1955
13	Binning, Michael L.	CA	DC-10	05/09/1988	12/29/1964
14	Smith, Robert N.	SO	DC-8	05/10/1988	08/02/1939
15	Basulto, Joseph P.	FE	DC-10	06/13/1988	07/17/1936
16	Kirkpatrick, Thomas G.	FE	DC-10	11/22/1988	06/01/1937
17	Cheshire, Larry L.	CA	DC-8	02/21/1989	08/02/1943
18	Huffman, Michael W.	CA	DC-10	02/21/1989	03/14/1945
19	Chadwick, Joseph R.	CA	DC-10	02/21/1989	05/12/1945
20	LaGardo, Gregg S.	CA	DC-10	02/21/1989	03/14/1954
21	Green, George L.	CA	DC-10	02/21/1989	11/20/1959
22	DelTurco, Jon R.	CA	DC-10	02/21/1989	06/10/1965
23	Foote, William K.	CA	DC-10	04/10/1989	08/24/1954
24	Buffington, Jerome A.	IP	DC-8	05/01/1989	11/15/1936
25	Graves, Melvin T.	CA	DC-8	06/01/1989	08/18/1940
26	Chulick, Andrew	FE	DC-10	06/19/1989	11/17/1950
27	Healy, F. Dale	CA	DC-8	06/19/1989	11/17/1954
28	Rodriguez, Juan F.	CA	DC-10	06/19/1989	06/24/1957
29	Brown, Kent T.	FE	DC-10	06/19/1989	08/30/1958
30	Ferguson, Rob W.	CA	DC-10	06/19/1989	01/31/1959
31	Brown, Antone N.	FO	DC-8	06/19/1989	11/26/1959
32	Klumker, William P.	CA	DC-10	06/19/1989	10/19/1963
33	Dybdal, Gary M.	FO	DC-8	06/21/1989	10/29/1952
34	Williams, Rex D.	FE	DC-10	07/10/1989	02/06/1934
35	Weed, Leslie J.	FE	DC-10	07/10/1989	03/27/1937
36	Swarr, Herbert R.	FE	DC-8	07/10/1989	11/02/1937
37	Cady, Robert L.	FE	DC-10	07/10/1989	11/26/1939
38	Davies, Douglas G.	FO	DC-10	07/10/1989	10/11/1941
39	Langelier, John K.	CA	DC-10	07/10/1989	08/06/1943
40	Smith, Steven K.	CA	DC-8	07/10/1989	11/09/1943
41	Jacobs, Samuel E.	FE	DC-8	07/10/1989	05/29/1944
42	McCollum, Harold C.	FO	DC-8	07/10/1989	11/08/1944
43	Cain, Charles A.	CA	DC-10	07/10/1989	12/23/1945
44	Visser, Dirk J.P.	CA	DC-8	07/10/1989	03/06/1946
45	Ortiz, Eulogio R.	CA	DC-8	07/10/1989	03/11/1946
46	Buckley, James R.	CA	DC-8	07/10/1989	07/09/1946

EMERY WORLDWIDE AIRLINES CREW SENIORITY

APPENDIX F

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
47	Davis, Robert C.	CA	DC-8	07/10/1989	08/22/1946
48	McCoy, William G.	CA	DC-8	07/10/1989	02/19/1947
49	Meehan, Dan A.	CA	DC-10	07/10/1989	05/06/1947
50	O'Keefe, Jack H.	CA	DC-8	07/10/1989	06/18/1947
51	Endy, James M.	CA	DC-8	07/10/1989	09/10/1947
52	Bogucki, Ronald C.	FE	DC-8	07/10/1989	01/27/1948
53	Brantley, Vernon W.	FE	DC-8	07/10/1989	03/22/1948
54	Gilmore, Dave M.	FE	DC-10	07/10/1989	06/10/1948
55	Spear, Richard L.	FO	DC-8	07/10/1989	03/18/1949
56	Magruder, Monte J.	CA	DC-10	07/10/1989	05/21/1949
57	Augustine, James	CA	DC-8	07/10/1989	05/25/1949
58	Morgenstern, Richard K.	CA	DC-8	07/10/1989	03/12/1951
59	Anthony, Clarence P.	FO	DC-8	07/10/1989	04/03/1952
60	Stephens, Nicholas C.	CA	DC-10	07/10/1989	08/07/1952
61	Whitehead, William B.	CA	DC-8	07/10/1989	01/23/1953
62	Hudec, Darryl	CA	DC-8	07/10/1989	09/22/1953
63	Michael, Scott N.	CA	DC-8	07/10/1989	10/01/1953
64	Jessup, Robert L.	CA	DC-8	07/10/1989	10/14/1953
65	Werner, Glenn M.	CA	DC-8	07/10/1989	12/02/1953
66	Birmingham, John R.	CA	DC-8	07/10/1989	10/11/1954
67	Elliott, John A.	CA	DC-8	07/10/1989	11/11/1955
68	Billing, Joseph W.	CA	DC-10	07/10/1989	03/23/1957
69	Holt, Robert C.	CA	DC-8	07/10/1989	05/09/1958
70	DelVecchio, Thomas C.	FE	DC-8	07/10/1989	08/09/1958
71	Colas, Parnell	CA	DC-8	07/10/1989	04/21/1959
72	Ball, Daniel W.	CA	DC-8	07/10/1989	06/06/1959
73	Wood, Gregory A.	CA	DC-8	07/10/1989	02/20/1964
74	Vanderhule, Donald R.	CA	DC-8	08/27/1989	10/22/1941
75	Gabler, Ron	FO	DC-8	08/27/1989	06/25/1947
76	Porter, Darren	FE	DC-8	08/27/1989	01/06/1963
77	Lantz, Stephen J.	CA	DC-8	10/23/1989	05/23/1941
78	Dierks, Norman F.	FE	DC-8	11/06/1989	01/28/1934
79	Ferguson, James L.	FE	DC-10	11/06/1989	09/29/1937
80	Kristinsson, Johann	FE	DC-10	11/06/1989	05/01/1951
81	Fillmon, Jonathan M.	FO	DC-10	11/06/1989	10/27/1958
82	Licata, Richard J.	CA	DC-10	01/29/1990	07/20/1942
83	Rashok, Roger L.	FE	DC-8	01/29/1990	12/03/1949
84	Swanson, William K.	CA	DC-8	03/26/1990	03/31/1947
85	Arnello, Patrick L.	CA	DC-10	03/26/1990	08/19/1952
86	Vest, Timothy E.	CA	DC-8	03/26/1990	02/19/1965
87	McClure, Daniel T.	CA	DC-8	06/18/1990	10/17/1945
88	Zettler, Steven C.	CA	DC-8	07/06/1990	03/26/1949
89	Simms, Thomas L.	FE	DC-10	07/06/1990	12/30/1955
90	Hinde, Troy T.	FO	DC-8	07/06/1990	11/11/1959
91	McCurry, Mack P.	CA	DC-8	07/06/1990	02/22/1962
92	Stewart, Patrick D.	FE	DC-8	09/17/1990	02/27/1935

EMERY WORLDWIDE AIRLINES CREW SENIORITY

APPENDIX F

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
93	Hill, Marty J.	FE	DC-8	09/17/1990	10/01/1935
94	Fowell, Michael R.	CA	DC-8	09/17/1990	04/17/1942
95	Pea, Wendell I.	CA	DC-8	09/17/1990	10/23/1943
96	Fette, John H.	FE	DC-10	10/15/1990	11/13/1939
97	Panarelli, John P.	CA	DC-10	10/15/1990	02/02/1953
98	Fitzpatrick, Brian K.	FE	DC-8	10/15/1990	06/06/1955
99	Holmquist, Dean R.	CA	DC-8	10/15/1990	08/03/1956
100	Coffey, Christopher S.	CA	DC-8	10/15/1990	03/09/1960
101	Browne, William R.	CA	DC-10	11/30/1990	08/04/1940
102	Nichols, C. Rodger	FO	DC-8	11/30/1990	12/23/1941
103	Pulsifer, Kenneth E.	FE	DC-8	11/30/1990	12/03/1942
104	Tancreti, Pasquale L.	FE	DC-10	11/30/1990	08/15/1943
105	Newberry, Richard M.	CA	DC-8	11/30/1990	10/02/1943
106	Gallagher, Michael F.	FO	DC-8	11/30/1990	12/04/1943
107	Todd, Richard M.	CA	DC-8	11/30/1990	02/23/1944
108	Peale, William J.	CA	DC-8	11/30/1990	09/16/1944
109	Glanton, Michael P.	CA	DC-10	11/30/1990	10/31/1944
110	Kellar, John C.	CA	DC-8	11/30/1990	10/01/1945
111	Slatter, Lowell J.	CA	DC-8	11/30/1990	07/07/1951
112	Varney, Richard J.	CA	DC-10	11/30/1990	11/26/1953
113	Toedter, Allen F.	CA	DC-8	11/30/1990	11/26/1956
114	Sava, David M.	CA	DC-8	11/30/1990	05/26/1959
115	Lawson, Unnar J.	CA	DC-10	11/30/1990	06/30/1959
116	Carroll, John P.	FE	DC-8	01/21/1991	07/27/1931
117	Hogue, Robert F.	FO	DC-8	01/21/1991	06/26/1956
118	Bullard, Clyde A.	FE	DC-10	01/30/1991	04/14/1938
119	Horan, George P.	CA	DC-8	01/30/1991	12/03/1947
120	McKimm, Larry D.	FE	DC-8	01/30/1991	04/08/1951
121	Suermann, Ronald D.	FE	DC-10	01/30/1991	09/11/1953
122	Postma, Kirk D.	FE	DC-8	01/30/1991	06/23/1957
123	Garcia, Domingo	FO	DC-10	01/30/1991	06/20/1960
124	Linkewicz, John A.	CA	DC-10	02/13/1991	04/23/1942
125	Goodwin, Olen R.	CA	DC-8	02/13/1991	12/01/1948
126	Fantozzi, Anthony J.	CA	DC-8	02/13/1991	10/13/1949
127	Gagne, Eugene O.	FE	DC-10	02/13/1991	02/24/1951
128	Clark, Richard J.	CA	DC-10	02/13/1991	01/08/1955
129	Hopper, Brian D.	CA	DC-8	02/13/1991	12/01/1957
130	Page, David B.	CA	DC-8	02/13/1991	03/11/1960
131	Rodriquez, Jack D.	FE	DC-10	02/20/1991	11/30/1939
132	Moss, George W.	CA	DC-8	02/20/1991	08/11/1942
133	Kilpatrick, William B.	FE	DC-10	02/20/1991	12/09/1949
134	Naboulsi, Riad M.	CA	DC-8	02/20/1991	10/23/1952
135	Pesulima, Marlon M.	FE	DC-8	02/20/1991	05/05/1956
136	Trail, William H.	FE	DC-8	02/20/1991	08/14/1958
137	Ratto, Peter C.	CA	DC-8	02/20/1991	11/17/1964
138	Hoogland, Robert B.	FE	DC-8	03/20/1991	10/25/1935

EMERY WORLDWIDE AIRLINES CREW SENIORITY

APPENDIX F

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
139	Curtis, Howard N.	CA	DC-8	03/20/1991	05/13/1948
140	Haddock, Jeffrey D.	CA	DC-8	03/20/1991	05/26/1949
141	Krantz, Scott	CA	DC-8	03/20/1991	07/21/1957
142	Hubbartz, Donald S.	FE	DC-8	03/20/1991	10/25/1957
143	Murray, Kevin M	FE	DC-8	03/20/1991	01/07/1958
144	Thompson, Emmett	FE	DC-8	03/20/1991	09/26/1959
145	Todd, Jerry W.	CA	DC-8	03/20/1991	12/11/1959
146	Kirk, Dave	FE	DC-10	09/05/1991	06/05/1937
147	Stepan, Dave	FO	DC-8	09/05/1991	05/27/1939
148	Tanza, Edward	CA	DC-8	09/05/1991	02/26/1945
149	Brinkerhoff, Arthur	FE	DC-8	09/05/1991	10/24/1946
150	Jaeger, Tom	CA	DC-10	09/05/1991	10/28/1946
151	Daves, George L.	CA	DC-8	09/05/1991	12/10/1946
152	Mayer, Paul	CA	DC-8	09/05/1991	05/22/1947
153	Jolliffe, Craig	CA	DC-8	09/05/1991	12/15/1948
154	Carroll, Charles K.	CA	DC-8	09/05/1991	10/01/1951
155	Miller, Michael	CA	DC-8	09/05/1991	07/11/1956
156	Fenton, Doug	CA	DC-8	09/05/1991	02/20/1958
157	Casella, Kenneth	FO	DC-10	09/05/1991	11/20/1964
158	Wilhoite, Tony	FO	DC-8	09/05/1991	05/25/1968
159	Johnson, Joe L.	FE	DC-8	09/12/1991	03/20/1936
160	Hulen, Van	FE	DC-10	09/12/1991	03/08/1940
161	Mueller, Craig	CA	DC-8	09/12/1991	09/27/1943
162	Phoenix, Robert	CA	DC-8	09/12/1991	09/20/1945
163	Chambers, Ronald V.	FO	DC-10	09/12/1991	11/04/1947
164	Corbitt, William	FE	DC-8	09/12/1991	08/25/1953
165	Kuster, Michael	FE	DC-10	09/12/1991	03/17/1954
166	Sack, Charles	FO	DC-8	09/12/1991	08/02/1954
167	Heckroth, Frederick	FO	DC-8	09/12/1991	11/29/1955
168	Hasler, Albert	CA	DC-10	09/12/1991	09/18/1957
169	Killinger, Bryan	CA	DC-8	09/12/1991	01/31/1962
170	Grau, Peter	FE	DC-8	09/19/1991	04/11/1934
171	Stuart, Richard	CA	DC-10	09/19/1991	12/12/1942
172	Barnes, Robert	FE	DC-8	09/19/1991	10/05/1944
173	Rudolph, Thomas D.	CA	DC-8	09/19/1991	12/11/1946
174	Howker, John A.	CA	DC-8	09/19/1991	01/10/1952
175	Hudson, Robert A.	CA	DC-8	09/19/1991	05/21/1954
176	Dunkelberger, Lee A.	FE	DC-8	09/19/1991	04/25/1959
177	Sachs, Peter T.	CA	DC-8	09/19/1991	06/07/1959
178	Michaelsen, David W.	CA	DC-8	09/19/1991	07/08/1964
179	Patrick, Mike	FE	DC-10	10/21/1991	09/11/1940
180	Sandman, Craig	CA	DC-8	10/21/1991	05/12/1952
181	Stanich, Todd	CA	DC-8	10/21/1991	03/18/1960
182	Reynolds Jr., John T.	FE	DC-8	10/21/1991	05/28/1960
183	Shivji, Bud	CA	DC-8	12/14/1992	01/04/1954
184	Loutraris, George	FE	DC-8	12/15/1992	05/07/1966

EMERY WORLDWIDE AIRLINES CREW SENIORITY

APPENDIX F

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
185	Stewart, David A.	FE	DC-10	04/14/1993	05/04/1945
186	Rachford, Thomas G.	CA	DC-8	04/14/1993	06/02/1953
187	Tallon, Kevin	FE	DC-8	04/14/1993	07/13/1954
188	Khalil, Muhammed	CA	DC-8	04/14/1993	12/07/1957
189	Pompeii, Mario	FE	DC-8	04/14/1993	12/05/1960
190	Seagraves, Hugh	FE	DC-8	09/15/1993	02/19/1940
191	Coffing, David	CA	DC-8	09/15/1993	09/15/1944
192	Roy, Daniel R.	CA	DC-8	09/15/1993	08/12/1947
193	Meyer, Albert	CA	DC-8	09/15/1993	02/16/1949
194	Alt, John R.	CA	DC-8	09/15/1993	12/05/1954
195	Fahning, Richard	FE	DC-8	09/15/1993	07/25/1955
196	Pryce, Gerald	FO	DC-8	09/15/1993	08/01/1955
197	Kleinstuber, George	FE	DC-8	09/15/1993	09/01/1956
198	Zifferblatt, George	FO	DC-8	09/15/1993	08/20/1957
199	Street, Michael	CA	DC-8	09/15/1993	04/06/1958
200	Ingle, Dale P.	CA	DC-8	09/15/1993	10/25/1960
201	Rohrborn, Richard C.	CA	DC-8	09/15/1993	11/29/1961
202	Miller, Gregory	FO	DC-8	09/15/1993	02/20/1962
203	Taheri, Robert	FO	DC-8	09/15/1993	02/19/1965
204	Serfozo, Zoltan	FE	DC-8	09/15/1993	11/28/1966
205	Swartzbaugh, Clifford	SO	DC-8	02/08/1994	02/11/1940
206	Zimecki, Alfons J.	CA	DC-8	02/08/1994	04/26/1947
207	Bledsoe, William H.	FE	DC-8	02/08/1994	02/05/1950
208	Angell, Curtis D.	FE	DC-8	02/08/1994	07/16/1950
209	Van Ryn Harvey L.	CA	DC-8	02/08/1994	11/29/1950
210	Rubalcave, Jerry M.	FE	DC-8	02/08/1994	02/04/1951
211	Acosta, Ruben F.	FE	DC-10	02/08/1994	10/28/1951
212	Swartzlander, Thomas G.	CA	DC-8	02/08/1994	10/26/1954
213	Glomb, Brian C.	CA	DC-8	02/08/1994	08/03/1955
214	Espinosa, Carlos M.	CA	DC-8	02/08/1994	09/21/1957
215	Foley, Denis P.	FO	DC-8	02/08/1994	10/04/1957
216	Worhun, Dore L.	FO	DC-8	02/08/1994	08/20/1958
217	Wassner, Howard A.	CA	DC-8	02/08/1994	01/14/1960
218	Andreolas, Robert A.	FO	DC-8	02/08/1994	07/15/1960
219	Saenz, Arthur S.	FO	DC-10	02/08/1994	09/01/1960
220	Phelps, Alan C.	FE	DC-8	02/08/1994	12/28/1961
221	Malone, Jeffrey S.	FE	DC-8	02/08/1994	02/25/1964
222	Albright, John A.	CA	DC-8	02/08/1994	07/15/1965
223	Appleton, Tyler C.	CA	DC-8	02/08/1994	07/13/1967
224	Thede, Colin	FE	DC-8	03/30/1994	09/28/1943
225	Crouse, John R.	FO	DC-8	03/30/1994	11/25/1945
226	DeWeese, Danny B.	CA	DC-8	03/30/1994	10/27/1947
227	Keller, David A.	CA	DC-8	03/30/1994	01/12/1950
228	Lovas, David C.	FO	DC-8	03/30/1994	06/28/1950
229	Morales, Johnny	FE	DC-8	03/30/1994	11/25/1950
230	Towsley II, John A.	CA	DC-8	03/30/1994	02/21/1951

EMERY WORLDWIDE AIRLINES CREW SENIORITY

APPENDIX F

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
231	Sattro III, Richard L.	CA	DC-8	03/30/1994	12/08/1953
232	Gale, James J.	CA	DC-8	03/30/1994	07/10/1956
233	Bergakker, Wouter	CA	DC-8	03/30/1994	07/12/1956
234	Farinha, Christopher E.	FE	DC-8	03/30/1994	09/12/1956
235	Gaffney, Michele E.	FE	DC-8	03/30/1994	07/17/1958
236	Rosenberg, Frederick D.	CA	DC-8	03/30/1994	09/12/1958
237	Chambers, Curtis E.	CA	DC-8	03/30/1994	12/11/1958
238	Gallagher, James F.	CA	DC-8	03/30/1994	03/08/1962
239	Pease, Gerald E.	FE	DC-10	05/04/1994	05/16/1938
240	Richardson, Marvin R.	CA	DC-8	05/04/1994	08/06/1943
241	Cummings, Cornelius Ted	FE	DC-8	05/04/1994	08/03/1945
242	Griggs, Ralph E.	FE	DC-10	05/04/1994	10/02/1950
243	Sweet, Timothy J.	CA	DC-8	05/04/1994	06/10/1952
244	Kuzniczci, Eric H.	FO	DC-10	05/04/1994	05/22/1955
245	Briesmeister, David, J.	FO	DC-10	05/04/1994	11/09/1955
246	Call, David H.	CA	DC-8	05/04/1994	04/22/1958
247	Lindeman, Michael	FO	DC-8	05/04/1994	08/21/1959
248	Russell, David L.	CA	DC-8	05/04/1994	01/26/1960
249	McCullough, Mark P.	CA	DC-8	05/04/1994	06/06/1960
250	Bim-Merle III, Robert W.	CA	DC-8	05/04/1994	06/25/1962
251	Kircher, Robert W.	CA	DC-8	05/04/1994	11/11/1965
252	Lantz, Seth W.	CA	DC-8	05/04/1994	09/01/1971
253	Bravo, Frank	FE	DC-8	06/29/1994	01/07/1945
254	Bruzzone, Fabian	FE	DC-8	06/29/1994	01/10/1953
255	Hawk, Daniel	CA	DC-8	06/29/1994	01/26/1958
256	Koprince, William	FE	DC-10	06/29/1994	04/29/1960
257	Peterson, Craig	FO	DC-8	06/29/1994	10/03/1962
258	Knox, Harris	FO	DC-10	08/04/1994	10/07/1942
259	Watson, Ronald	FE	DC-8	08/04/1994	07/16/1949
260	Armstrong, Robert	FE	DC-8	08/04/1994	10/25/1949
261	Brevard, Jimmy	FE	DC-8	08/04/1994	11/15/1951
262	Cannon, Kevin	CA	DC-8	08/04/1994	05/08/1958
263	Janda, Peter	FO	DC-8	08/04/1994	05/17/1958
264	Barcomb, Brian	FE	DC-8	08/04/1994	01/14/1960
265	Brown, James	FO	DC-10	08/04/1994	02/23/1962
266	Breier, Stephen	CA	DC-8	08/04/1994	08/25/1962
267	Luthi, Mark	CA	DC-8	08/04/1994	10/08/1962
268	Barrera, Guillermo	CA	DC-8	08/04/1994	06/29/1965
269	Myers, James R.	CA	DC-8	09/07/1994	03/21/1952
270	Kadey, John K.	CA	DC-8	09/07/1994	04/18/1954
271	Batson, Wesley E.	CA	DC-8	09/07/1994	11/16/1954
272	Foster, Thomas	CA	DC-8	09/07/1994	07/06/1956
273	Lee, Sandra	FO	DC-8	09/07/1994	01/11/1960
274	Lapic, George	CA	DC-8	09/07/1994	04/18/1961
275	Kubiak, Jack	CA	DC-8	09/07/1994	01/04/1965
276	Jones, Greg	FE	DC-8	09/07/1994	01/27/1966

EMERY WORLDWIDE AIRLINES CREW SENIORITY

APPENDIX F

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
277	Farrell, Michael	CA	DC-8	09/07/1994	09/18/1969
278	Scala, Michael	FO	DC-8	10/19/1994	06/10/1947
279	McGregor, Steven	FO	DC-10	10/19/1994	01/25/1962
280	Dalton, Bradley	CA	DC-8	10/19/1994	12/09/1965
281	Davidson, Charles C.	FE	DC-8	02/22/1995	02/19/1948
282	Nwiba, Joseph N.	FE	DC-10	02/22/1995	10/21/1958
283	Steere, Norman S.	FE	DC-10	02/22/1995	01/17/1963
284	Rhodes, William	FO	DC-8	02/22/1995	11/25/1963
285	Fusi, Randal R.	FO	DC-8	06/30/1995	06/26/1958
286	Gero, Stephen	FO	DC-8	09/18/1995	03/05/1946
287	Hill, Terrence	FO	DC-8	09/18/1995	08/12/1947
288	Doyle, David	FO	DC-8	09/18/1995	09/14/1948
289	Weeks, Don	FE	DC-8	09/18/1995	04/28/1962
290	Campbell, Sean	FE	DC-10	09/18/1995	12/04/1962
291	Rivera, Carlos	FO	DC-8	09/18/1995	05/22/1964
292	Moyer, Ron	FE	DC-8	09/18/1995	08/28/1965
293	Gallagher, Neil	FE	DC-8	09/18/1995	08/06/1966
294	Pierotti, Stephen	FO	DC-8	09/18/1995	04/24/1967
295	Lynch, Gregory	FO	DC-8	09/18/1995	05/25/1968
296	Durham, George W.	FE	DC-8	09/15/1996	08/22/1954
297	Carberry, David	FE	DC-8	09/15/1996	03/04/1958
298	Fair, Robert L.	FE	DC-8	09/15/1996	01/03/1962
299	Watson, Scott P.	FE	DC-10	09/15/1996	07/23/1967
300	Beinhart, Geoffrey	FO	DC-8	11/18/1996	03/27/1953
301	McMasters, Robert	FO	DC-8	11/18/1996	06/27/1956
302	Woods, Richard	FO	DC-8	11/18/1996	12/18/1957
303	Zurcher, James	FO	DC-8	11/18/1996	06/03/1961
304	Ross, Pren	FO	DC-8	11/18/1996	08/24/1964
305	Hilliard, Michael A.	FO	DC-10	01/21/1997	08/01/1946
306	Aldridge, Mark J.	FO	DC-8	02/09/1997	04/14/1958
307	Boehm, Russel P.	FO	DC-8	02/09/1997	03/16/1959
308	Bisono, Arturo M.	FE	DC-8	02/09/1997	03/16/1960
309	Gomez, Amilcar	FO	DC-8	02/09/1997	12/10/1962
310	Thompson, David R.	FO	DC-8	02/09/1997	05/14/1963
311	Sterner, John B.	FO	DC-8	02/09/1997	08/12/1964
312	Shaw, Mark J.	FE	DC-8	02/09/1997	04/25/1965
313	Escalante, Juan N.	FO	DC-8	02/09/1997	12/09/1966
314	Mancusi, Philip	FE	DC-8	02/09/1997	02/24/1968
315	McRae, Lonnie T.	FE	DC-8	02/09/1997	03/02/1969
316	Morgan, John S.	FO	DC-8	04/13/1997	05/08/1954
317	Beratis, James	FO	DC-8	04/13/1997	05/29/1956
318	McInnis, David	FO	DC-8	04/13/1997	06/28/1956
319	Garmen, Bruce	FE	DC-8	04/13/1997	09/19/1958
320	Baro, David J.	FO	DC-8	04/13/1997	01/11/1961
321	Knight, Tracy	FO	DC-8	04/13/1997	03/01/1962
322	Fielack, Raymond S.	FO	DC-8	04/13/1997	10/31/1963

EMERY WORLDWIDE AIRLINES CREW SENIORITY

APPENDIX F

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
323	Wilkinson, Thomas R.	FO	DC-8	04/13/1997	09/26/1966
324	Hickman, John	FE	DC-8	06/01/1997	05/17/1943
325	Prisco, James M.	FO	DC-8	06/01/1997	05/29/1954
326	Foy, James L.	FE	DC-8	06/01/1997	03/12/1956
327	Turner, Donald F.	FE	DC-8	06/01/1997	09/21/1956
328	Vigil, Richard P.	FO	DC-8	06/01/1997	01/09/1958
329	Talarico, Nat A.	FO	DC-10	06/01/1997	06/01/1958
330	Barge, Patrick S.	FO	DC-8	06/01/1997	08/07/1958
331	Bonnin, Onofre A.	FO	DC-8	06/01/1997	08/11/1958
332	Windham, Russ	FO	DC-8	06/01/1997	07/02/1960
333	Muller, James F.	FE	DC-8	06/01/1997	06/13/1962
334	Patrick, Michael G.	FE	DC-10	06/01/1997	07/27/1963
335	Gottfredsen, Tom M.	FE	DC-10	06/01/1997	11/09/1963
336	Peirce, David L.	FE	DC-8	06/01/1997	12/18/1963
337	Swarr, Eric O.	FE	DC-8	06/01/1997	07/22/1964
338	Wheeler, Douglas	FO	DC-8	06/01/1997	10/23/1964
339	Urdu, Paul	FE	DC-8	06/01/1997	07/09/1966
340	O'Reilly, Christopher	FO	DC-8	06/01/1997	10/18/1967
341	Flanagan, Patrick M.	FO	DC-8	06/01/1997	05/07/1968
342	Solar, Michael J.	FO	DC-8	07/08/1997	09/04/1948
343	Frisbie, Joseph	FE	DC-8	07/08/1997	03/06/1950
344	Silvestri, Fred	FE	DC-8	07/08/1997	05/22/1951
345	Suers, Bernard	FO	DC-10	07/08/1997	06/07/1955
346	Dulin, Thad	FO	DC-8	07/08/1997	07/09/1955
347	Gibson, C. David	FO	DC-8	07/08/1997	11/27/1956
348	Whinery, Roger L.	FO	DC-8	07/08/1997	05/03/1958
349	Hogue, Travis	FE	DC-8	07/08/1997	07/09/1958
350	Montalvo, David	FO	DC-8	07/08/1997	11/11/1958
351	Montan, Fabio	FO	DC-10	07/08/1997	01/20/1959
352	White, James	FE	DC-8	07/08/1997	03/04/1959
353	Kessler, Michael	FO	DC-8	07/08/1997	03/13/1960
354	Gordon, Jennifer	FO	DC-10	07/08/1997	07/15/1961
355	DeLong, Douglas E.	FO	DC-10	07/08/1997	08/10/1961
356	Barrow, Robin	FE	DC-8	07/08/1997	08/07/1962
357	Scott, Martin	FO	DC-8	07/08/1997	09/01/1963
358	Sewell, Lee	FO	DC-8	07/08/1997	09/19/1963
359	Stanley, Bo	FO	DC-8	07/08/1997	11/21/1963
360	Boylan, Thomas	FE	DC-8	07/08/1997	01/11/1964
361	Mullins, Scott	FE	DC-8	07/08/1997	07/28/1964
362	Mercado, Carlos	FE	DC-8	07/08/1997	02/09/1966
363	Brady, James	FO	DC-8	07/08/1997	03/13/1966
364	Harris, Scott	FE	DC-8	07/08/1997	07/07/1967
365	Albright, Wendy	FO	DC-10	07/08/1997	11/02/1967
366	Jenkins, Kenneth L.	FO	DC-10	07/08/1997	11/17/1968
367	Akimoff, Nick	FO	DC-8	07/08/1997	04/06/1969
368	Murray, Michael	FO	DC-8	07/08/1997	04/15/1969

EMERY WORLDWIDE AIRLINES CREW SENIORITY

APPENDIX F

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
369	Murray, Charles D.	FO	DC-8	07/08/1997	03/20/1971
370	Conrad, Ron	FO	DC-8	07/14/1997	04/13/1951
371	Dankha, Ivan	FO	DC-10	07/14/1997	01/20/1959
372	Werner, Doug	FO	DC-8	07/14/1997	03/08/1965
373	Johnston, Phillip	FO	DC-8	08/10/1997	08/20/1942
374	Quesnel, Robert	FO	DC-8	08/10/1997	09/28/1945
375	Hargett, David W	FO	DC-8	08/10/1997	10/26/1950
376	Hale, Lindsay	FO	DC-8	08/10/1997	01/27/1953
377	Capraro, Charles	FO	DC-8	08/10/1997	02/21/1955
378	Van Arsdell, Bruce	FO	DC-10	08/10/1997	12/27/1958
379	Schubert, Steven	FO	DC-10	08/10/1997	07/01/1961
380	McFadden, Richard	FO	DC-10	08/10/1997	04/16/1964
381	Slingsby, Scott	FO	DC-8	08/10/1997	01/12/1965
382	Denne, William	FO	DC-10	08/10/1997	12/24/1965
383	Kelleher, Michael	FO	DC-8	08/10/1997	10/20/1967
384	McBride, William	FO	DC-8	08/10/1997	12/19/1967
385	Hockin, Aileen	FO	DC-8	08/10/1997	03/24/1971
386	Wempa, Brad	FO	DC-10	09/28/1997	10/13/1965
387	Gettig, Scott	FO	DC-8	09/28/1997	12/28/1969
388	Dib, Eddie	FO	DC-8	11/02/1997	12/20/1948
389	Accaoui, George Y.	FO	DC-8	11/02/1997	06/15/1950
390	MacDougal, Steve	FE	DC-8	11/02/1997	10/19/1958
391	Baker, Mitchell A.	FO	DC-8	11/02/1997	05/16/1964
392	Sparano, Michael	FO	DC-8	11/02/1997	07/06/1966
393	Beardsley, Richard F.	FO	DC-8	12/02/1997	07/07/1944
394	Tully, David J.	FO	DC-8	12/02/1997	03/09/1960
395	McCabe, Patrick F.	FO	DC-8	12/02/1997	08/21/1961
396	Smith, Douglas C.	FO	DC-10	12/02/1997	07/16/1962
397	Hachandi, Spencer	FE	DC-8	12/02/1997	07/24/1964
398	Keefer, Brian M.	FO	DC-8	12/02/1997	07/29/1966
399	Gilmore, Thomas N.	FO	DC-8	12/02/1997	10/16/1966
400	Coons, John D.	FO	DC-8	12/02/1997	12/30/1969
401	Hagquist, Richard	CA	DC-10	03/03/1998	04/08/1945
402	Walker, Jerry	FO	DC-8	03/10/1998	02/14/1949
403	Tate, G Ryan	FO	DC-8	03/10/1998	02/04/1959
404	Majnarich, Rex	FO	DC-8	03/10/1998	08/08/1964
405	McKenna, Mark	FO	DC-8	03/10/1998	05/25/1966
406	Zwicke, Troy	FO	DC-8	03/10/1998	01/11/1968
407	Miller, Dennis	FO	DC-10	03/10/1998	02/20/1971
408	Scott, Douglas	FO	DC-8	03/18/1998	02/27/1954
409	Frieh, Albert E.	FO	DC-8	03/18/1998	11/25/1967
410	Kirby, William	FO	DC-8	04/20/1998	07/23/1943
411	Dehart, Dillard	SO	DC-8	06/16/1998	06/30/1941
412	Simmers, Ray	FO	DC-8	06/16/1998	03/18/1953
413	Hendrickson, Dale	FE	DC-8	06/16/1998	04/17/1953
414	Turcot, Greg	FO	DC-8	06/16/1998	10/10/1957

EMERY WORLDWIDE AIRLINES CREW SENIORITY

APPENDIX F

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
415	Maher, Don	FE	DC-8	06/16/1998	04/17/1958
416	Hewitt, Seth	FO	DC-8	06/16/1998	11/07/1960
417	Macleod, Kenneth	FO	DC-8	06/16/1998	10/22/1962
418	Miskolczy, Sheldon	FO	DC-8	06/16/1998	11/05/1965
419	Herb, Eric	FO	DC-8	06/16/1998	12/04/1966
420	Smyth, Michael W.	FO	DC-8	09/15/1998	11/23/1952
421	Collins, David J	FO	DC-8	09/15/1998	09/28/1953
422	Bigler, Don	FO	DC-8	09/15/1998	11/08/1963
423	Hopkins, Dennis	FO	DC-8	09/15/1998	02/03/1966
424	Sobol, Eric	FO	DC-8	09/15/1998	10/01/1967
425	Colman, Christen R	FO	DC-8	09/15/1998	05/24/1969
426	Whisnant, James F	SO	DC-8	09/15/1998	09/12/1970
427	Barber, Robert B.	FE	DC-10	09/25/1998	09/21/1952
428	Sutter, Ronald	FE	DC-8	11/04/1998	11/25/1940
429	Oswald, James	CA	DC-8	11/04/1998	05/08/1954
430	McGahee, Danny	FO	DC-8	11/04/1998	06/05/1960
431	Sherman, David	FO	DC-8	11/04/1998	04/07/1963
432	Baranko, Peter	FO	DC-8	11/04/1998	07/04/1971
433	Tinga, Nancy	FE	DC-8	09/07/1999	12/04/1963

EMERY WORLDWIDE AIRLINES PROBATIONARY PILOTS

APPENDIX G

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
434	Sparks, Fred	IP	DC-8	11/14/1999	10/16/1939
435	Long, Travis	FE	DC-8	12/20/1999	03/07/1970
436	Kelley, Kevin	IP	DC-8	01/16/2000	06/17/1956
437	Brabandt, Calin	FO	DC-8	02/01/2000	07/29/1958
438	Becker, Jonathan	FO	DC-10	02/01/2000	03/18/1960
439	Standing, Barbara	FO	DC-10	02/01/2000	06/23/1962
440	Bauer, Michael	FO	DC-10	02/01/2000	04/20/1968
441	Karlen, Johan	FO	DC-10	02/01/2000	09/15/1970
442	Koch, Deborah M.	FO	DC-8	02/29/2000	12/30/1952
443	Burnett, Joseph S.	FO	DC-8	02/29/2000	05/18/1954
444	Roberts, Richard A.	SO	DC-8	02/29/2000	10/06/1955
445	Baker, Nicholas J.	FO	DC-8	02/29/2000	07/10/1957
446	Palotas, Anne M.	FO	DC-8	02/29/2000	02/05/1958
447	Avila, Enrique	FO	DC-8	02/29/2000	08/12/1958
448	Young, Ryann A.	SO	DC-8	02/29/2000	01/13/1961
449	Baker, Dean C.	SO	DC-8	02/29/2000	12/08/1962
450	Sharff, Steven T.	SO	DC-8	02/29/2000	12/18/1963
451	Havard, James E.	SO	DC-8	02/29/2000	01/26/1964
452	Smith, Michael J.	SO	DC-8	02/29/2000	10/09/1966
453	Tupper, Eric H.	SO	DC-8	02/29/2000	12/06/1970
454	Murray, Brady	SO	DC-8	02/29/2000	05/22/1972
455	Natoli, Nathaniel T.	SO	DC-8	02/29/2000	06/28/1973
456	Stewart, James A.	SO	DC-8	03/28/2000	02/08/1945
457	Krasowski, Donald	SO	DC-8	03/28/2000	12/03/1954
458	Kopplinger, Alan	SO	DC-8	03/28/2000	09/16/1956
459	Desira, Joseph	SO	DC-8	03/28/2000	10/12/1959
460	Fazekas, Thomas	SO	DC-8	03/28/2000	05/21/1961
461	Ehrehoefer, Volker	SO	DC-8	03/28/2000	11/25/1961
462	Gilliland, Michael	SO	DC-8	03/28/2000	03/31/1963
463	Duncan, Alistair M.	SO	DC-8	03/28/2000	06/05/1963
464	Finch, Christopher M.	SO	DC-8	03/28/2000	09/03/1964
465	Karagiannis, George	SO	DC-8	03/28/2000	04/30/1966
466	Huseboe, Bret	SO	DC-8	03/28/2000	05/21/1966
467	Hoggard, Cynthia	SO	DC-8	03/28/2000	05/19/1968
468	Hollan, Kimberly	SO	DC-8	03/28/2000	05/20/1968
469	Besing, Alan	SO	DC-8	03/28/2000	06/11/1969
470	Mott, Anthony	SO	DC-8	03/28/2000	09/09/1969
471	Willis, Richard	SO	DC-8	03/28/2000	12/22/1969
472	Wilson, Jonathan	SO	DC-8	03/28/2000	03/12/1972
473	Hershkovitz, Jeffery M.	SO	DC-8	04/25/2000	11/18/1954
474	Hermes, Robert D.	SO	DC-8	04/25/2000	11/09/1956
475	Meyer, John A.	SO	DC-8	04/25/2000	07/16/1962
476	Toro, Paul R.	SO	DC-8	04/25/2000	12/05/1965
477	Cantrell, Rodney R.	SO	DC-8	04/25/2000	09/26/1966
478	Bellia, David	SO	DC-8	04/25/2000	03/16/1967
479	Lieff, Daniel W.	SO	DC-8	04/25/2000	09/12/1967

EMERY WORLDWIDE AIRLINES PROBATIONARY PILOTS

APPENDIX G

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
480	Patel, Kamel	SO	DC-8	04/25/2000	05/05/1972
481	Delascurain, Andres	SO	DC-8	04/25/2000	02/16/1975
482	Reazer, George	FO	DC-8	05/01/2000	05/09/1963
483	Boarman, Mark	SO	DC-8	05/23/2000	05/23/1956
484	Smith, R. Wayne	SO	DC-8	05/23/2000	07/21/1957
485	Sanchez, Juan	SO	DC-8	05/23/2000	04/02/1962
486	Kaplafka, John	SO	DC-8	05/23/2000	10/13/1964
487	Carlo, Gerardo	SO	DC-8	05/23/2000	03/27/1966
488	Seydlitz, David	SO	DC-8	05/23/2000	11/17/1967
489	Sandquist, Steven	SO	DC-8	05/23/2000	04/15/1968
490	Anyzeski, David	SO	DC-8	05/23/2000	02/19/1970
491	Brown, David	SO	DC-8	05/23/2000	01/29/1971
492	Davis, Steven	SO	DC-8	05/23/2000	08/03/1973
493	Kwiat, Michael	SO	DC-8	06/20/2000	12/19/1954
494	Wann, Peter	SO	DC-8	06/20/2000	02/08/1955
495	Kantner, Mark	SO	DC-8	06/20/2000	02/06/1956
496	Campeau, James	SO	DC-8	06/20/2000	09/24/1957
497	Shokoohi, Mehdi	SO	DC-8	06/20/2000	04/01/1960
498	Perkins, T. Scott	SO	DC-8	06/20/2000	10/30/1961
499	Watkins, Jeffrey	SO	DC-8	06/20/2000	06/12/1962
500	Thomas, Keith	SO	DC-8	06/20/2000	08/20/1965
501	Alberts, Stephen	SO	DC-8	06/20/2000	09/28/1967
502	Bartholomew, Jeff	SO	DC-8	06/20/2000	10/23/1973

EMERY WORLDWIDE AIRLINES SYSTEM SENIORITY LIST

APPENDIX H

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
-----	-----	-----	-----	-----	-----
1	Smith, Ronald D.	CA	DC-8	02/01/1987	03/30/1946
2	Tweddale, James D.	CA	DC-10	03/03/1987	05/08/1944
3	Allen, Mitchell R.	CA	DC-10	03/16/1987	10/26/1949
4	Hickman, Richard B.	CA	DC-8	05/04/1987	11/16/1946
5	Stigall, Samuel S.	CA	DC-10	05/04/1987	06/09/1948
6	Kersey, Paul C.	CA	DC-8	07/06/1987	04/30/1938
7	O'Reilly, Thomas C.	CA	DC-10	01/25/1988	02/18/1949
8	Meister, Marvin R.	CA	DC-10	05/02/1988	07/15/1945
9	Aitken, Brian C.	CA	DC-10	05/02/1988	07/23/1949
10	White, Burt A.	FE	DC-8	05/09/1988	04/13/1949
11	Dobbins, Patricia J.	FE	DC-10	05/09/1988	11/22/1949
12	Fahning, Barry F.	FE	DC-8	05/09/1988	07/29/1955
13	Binning, Michael L.	CA	DC-10	05/09/1988	12/29/1964
14	Smith, Robert N.	SO	DC-8	05/10/1988	08/02/1939
15	Basulto, Joseph P.	FE	DC-10	06/13/1988	07/17/1936
16	Kirkpatrick, Thomas G.	FE	DC-10	11/22/1988	06/01/1937
17	Cheshire, Larry L.	CA	DC-8	02/21/1989	08/02/1943
18	Huffman, Michael W.	CA	DC-10	02/21/1989	03/14/1945
19	Chadwick, Joseph R.	CA	DC-10	02/21/1989	05/12/1945
20	LaGardo, Gregg S.	CA	DC-10	02/21/1989	03/14/1954
21	Green, George L.	CA	DC-10	02/21/1989	11/20/1959
22	DelTurco, Jon R.	CA	DC-10	02/21/1989	06/10/1965
23	Foote, William K.	CA	DC-10	04/10/1989	08/24/1954
24	Buffington, Jerome A.	IP	DC-8	05/01/1989	11/15/1936
25	Graves, Melvin T.	CA	DC-8	06/01/1989	08/18/1940
26	Chulick, Andrew	FE	DC-10	06/19/1989	11/17/1950
27	Healy, F. Dale	CA	DC-8	06/19/1989	11/17/1954
28	Rodriguez, Juan F.	CA	DC-10	06/19/1989	06/24/1957
29	Brown, Kent T.	FE	DC-10	06/19/1989	08/30/1958
30	Ferguson, Rob W.	CA	DC-10	06/19/1989	01/31/1959
31	Brown, Antone N.	FO	DC-8	06/19/1989	11/26/1959
32	Klumker, William P.	CA	DC-10	06/19/1989	10/19/1963
33	Dybdal, Gary M.	FO	DC-8	06/21/1989	10/29/1952
34	Williams, Rex D.	FE	DC-10	07/10/1989	02/06/1934
35	Weed, Leslie J.	FE	DC-10	07/10/1989	03/27/1937
36	Swarr, Herbert R.	FE	DC-8	07/10/1989	11/02/1937
37	Cady, Robert L.	FE	DC-10	07/10/1989	11/26/1939
38	Davies, Douglas G.	FO	DC-10	07/10/1989	10/11/1941
39	Langelier, John K.	CA	DC-10	07/10/1989	08/06/1943
40	Smith, Steven K.	CA	DC-8	07/10/1989	11/09/1943
41	Jacobs, Samuel E.	FE	DC-8	07/10/1989	05/29/1944
42	McColum, Harold C.	FO	DC-8	07/10/1989	11/08/1944
43	Cain, Charles A.	CA	DC-10	07/10/1989	12/23/1945
44	Visser, Dirk J.P.	CA	DC-8	07/10/1989	03/06/1946
45	Ortiz, Eulogio R.	CA	DC-8	07/10/1989	03/11/1946
46	Buckley, James R.	CA	DC-8	07/10/1989	07/09/1946
47	Davis, Robert C.	CA	DC-8	07/10/1989	08/22/1946

EMERY WORLDWIDE AIRLINES SYSTEM SENIORITY LIST

APPENDIX H

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
-----	-----	-----	-----	-----	-----
48	McCoy, William G.	CA	DC-8	07/10/1989	02/19/1947
49	Meehan, Dan A.	CA	DC-10	07/10/1989	05/06/1947
50	O'Keefe, Jack H.	CA	DC-8	07/10/1989	06/18/1947
51	Endy, James M.	CA	DC-8	07/10/1989	09/10/1947
52	Bogucki, Ronald C.	FE	DC-8	07/10/1989	01/27/1948
53	Brantley, Vernon W.	FE	DC-8	07/10/1989	03/22/1948
54	Gilmore, Dave M.	FE	DC-10	07/10/1989	06/10/1948
55	Spear, Richard L.	FO	DC-8	07/10/1989	03/18/1949
56	Magruder, Monte J.	CA	DC-10	07/10/1989	05/21/1949
57	Augustine, James	CA	DC-8	07/10/1989	05/25/1949
58	Morgenstern, Richard K.	CA	DC-8	07/10/1989	03/12/1951
59	Anthony, Clarence P.	FO	DC-8	07/10/1989	04/03/1952
60	Stephens, Nicholas C.	CA	DC-10	07/10/1989	08/07/1952
61	Whitehead, William B.	CA	DC-8	07/10/1989	01/23/1953
62	Hudec, Darryl	CA	DC-8	07/10/1989	09/22/1953
63	Michael, Scott N.	CA	DC-8	07/10/1989	10/01/1953
64	Jessup, Robert L.	CA	DC-8	07/10/1989	10/14/1953
65	Werner, Glenn M.	CA	DC-8	07/10/1989	12/02/1953
66	Birmingham, John R.	CA	DC-8	07/10/1989	10/11/1954
67	Elliott, John A.	CA	DC-8	07/10/1989	11/11/1955
68	Billing, Joseph W.	CA	DC-10	07/10/1989	03/31/1957
69	Holt, Robert C.	CA	DC-8	07/10/1989	05/09/1958
70	DelVecchio, Thomas C.	FE	DC-8	07/10/1989	08/09/1958
71	Colas, Parnell	CA	DC-8	07/10/1989	04/21/1959
72	Ball, Daniel W.	CA	DC-8	07/10/1989	06/06/1959
73	Wood, Gregory A.	CA	DC-8	07/10/1989	02/20/1964
74	Vanderhule, Donald R.	CA	DC-8	08/27/1989	10/22/1941
75	Gabler, Ron	FO	DC-8	08/27/1989	06/25/1947
76	Porter, Darren	FE	DC-8	08/27/1989	01/06/1963
77	Lantz, Stephen J.	CA	DC-8	10/23/1989	05/23/1941
78	Dierks, Norman F.	FE	DC-8	11/06/1989	01/28/1934
79	Ferguson, James L.	FE	DC-10	11/06/1989	09/29/1937
80	Kristinsson, Johann	FE	DC-10	11/06/1989	05/01/1951
81	Fillmon, Jonathan M.	FO	DC-10	11/06/1989	10/27/1958
82	Licata, Richard J.	CA	DC-10	01/29/1990	07/20/1942
83	Rashok, Roger L.	FE	DC-8	01/29/1990	12/03/1949
84	Swanson, William K.	CA	DC-8	03/26/1990	03/31/1947
85	Arnello, Patrick L.	CA	DC-10	03/26/1990	08/19/1952
86	Vest, Timothy E.	CA	DC-8	03/26/1990	02/19/1965
87	McClure, Daniel T.	CA	DC-8	06/18/1990	10/17/1945
88	Zettler, Steven C.	CA	DC-8	07/06/1990	03/26/1949
89	Simms, Thomas L.	FE	DC-10	07/06/1990	12/30/1955
90	Hinde, Troy T.	FO	DC-8	07/06/1990	11/11/1959
91	McCurry, Mack P.	CA	DC-8	07/06/1990	02/22/1962
92	Stewart, Patrick D.	FE	DC-8	09/17/1990	02/27/1935
93	Hill, Marty J.	FE	DC-8	09/17/1990	10/01/1935
94	Fowell, Michael R.	CA	DC-8	09/17/1990	04/17/1942

EMERY WORLDWIDE AIRLINES SYSTEM SENIORITY LIST

APPENDIX H

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
-----	-----	-----	-----	-----	-----
95	Pea, Wendell I.	CA	DC-8	09/17/1990	10/23/1943
96	Fette, John H.	FE	DC-10	10/15/1990	11/13/1939
97	Panarelli, John P.	CA	DC-10	10/15/1990	02/02/1953
98	Fitzpatrick, Brian K.	FE	DC-8	10/15/1990	06/06/1955
99	Holmquist, Dean R.	CA	DC-8	10/15/1990	08/03/1956
100	Coffey, Christopher S.	CA	DC-8	10/15/1990	03/09/1960
101	Browne, William R.	CA	DC-10	11/30/1990	08/04/1940
102	Nichols, C. Rodger	FO	DC-8	11/30/1990	12/23/1941
103	Pulsifer, Kenneth E.	FE	DC-8	11/30/1990	12/03/1942
104	Tancreti, Pasquale L.	FE	DC-10	11/30/1990	08/15/1943
105	Newberry, Richard M.	CA	DC-8	11/30/1990	10/02/1943
106	Gallagher, Michael F.	FO	DC-8	11/30/1990	12/04/1943
107	Todd, Richard M.	CA	DC-8	11/30/1990	02/23/1944
108	Peale, William J.	CA	DC-8	11/30/1990	09/16/1944
109	Glanton, Michael P.	CA	DC-10	11/30/1990	10/31/1944
110	Kellar, John C.	CA	DC-8	11/30/1990	10/01/1945
111	Slatter, Lowell J.	CA	DC-8	11/30/1990	07/07/1951
112	Varney, Richard J.	CA	DC-10	11/30/1990	11/26/1953
113	Toedter, Allen F.	CA	DC-8	11/30/1990	11/26/1956
114	Sava, David M.	CA	DC-8	11/30/1990	05/26/1959
115	Lawson, Unnar J.	CA	DC-10	11/30/1990	06/30/1959
116	Carroll, John P.	FE	DC-8	01/21/1991	07/27/1931
117	Hogue, Robert F.	FO	DC-8	01/21/1991	06/26/1956
118	Bullard, Clyde A.	FE	DC-10	01/30/1991	04/14/1938
119	Horan, George P.	CA	DC-8	01/30/1991	12/03/1947
120	McKimm, Larry D.	FE	DC-8	01/30/1991	04/08/1951
121	Suermann, Ronald D.	FE	DC-10	01/30/1991	09/11/1953
122	Postma, Kirk D.	FE	DC-8	01/30/1991	06/23/1957
123	Garcia, Domingo	FO	DC-10	01/30/1991	06/20/1960
124	Linkewicz, John A.	CA	DC-10	02/13/1991	04/23/1942
125	Goodwin, Olen R.	CA	DC-8	02/13/1991	12/01/1948
126	Fantozzi, Anthony J.	CA	DC-8	02/13/1991	10/13/1949
127	Gagne, Eugene O.	FE	DC-10	02/13/1991	02/24/1951
128	Clark, Richard J.	CA	DC-10	02/13/1991	01/08/1955
129	Hopper, Brian D.	CA	DC-8	02/13/1991	12/01/1957
130	Page, David B.	CA	DC-8	02/13/1991	03/11/1960
131	Rodriquez, Jack D.	FE	DC-10	02/20/1991	11/30/1939
132	Moss, George W.	CA	DC-8	02/20/1991	08/11/1942
133	Kilpatrick, William B.	FE	DC-10	02/20/1991	12/09/1949
134	Naboulsi, Riad M.	CA	DC-8	02/20/1991	10/23/1952
135	Pesulima, Marlon M.	FE	DC-8	02/20/1991	05/05/1956
136	Trail, William H.	FE	DC-8	02/20/1991	08/14/1958
137	Ratto, Peter C.	CA	DC-8	02/20/1991	11/17/1964
138	Hoogland, Robert B.	FE	DC-8	03/20/1991	10/25/1935
139	Curtis, Howard N.	CA	DC-8	03/20/1991	05/13/1948
140	Haddock, Jeffrey D.	CA	DC-8	03/20/1991	05/26/1949
141	Krantz, Scott	CA	DC-8	03/20/1991	07/21/1957

EMERY WORLDWIDE AIRLINES SYSTEM SENIORITY LIST

APPENDIX H

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
-----	-----	-----	-----	-----	-----
142	Hubbart, Donald S.	FE	DC-8	03/20/1991	10/25/1957
143	Murray, Kevin M	FE	DC-8	03/20/1991	01/07/1958
144	Thompson, Emmett	FE	DC-8	03/20/1991	09/26/1959
145	Todd, Jerry W.	CA	DC-8	03/20/1991	12/11/1959
146	Kirk, Dave	FE	DC-10	09/05/1991	06/05/1937
147	Stepan, Dave	FO	DC-8	09/05/1991	05/27/1939
148	Tanza, Edward	CA	DC-8	09/05/1991	02/26/1945
149	Brinkerhoff, Arthur	FE	DC-8	09/05/1991	10/24/1946
150	Jaeger, Tom	CA	DC-10	09/05/1991	10/28/1946
151	Daves, George L.	CA	DC-8	09/05/1991	12/10/1946
152	Mayer, Paul	CA	DC-8	09/05/1991	05/22/1947
153	Jolliffe, Craig	CA	DC-8	09/05/1991	12/15/1948
154	Carroll, Charles K.	CA	DC-8	09/05/1991	10/01/1951
155	Miller, Michael	CA	DC-8	09/05/1991	07/11/1956
156	Fenton, Doug	CA	DC-8	09/05/1991	02/20/1958
157	Casella, Kenneth	FO	DC-10	09/05/1991	11/20/1964
158	Wilhoite, Tony	FO	DC-8	09/05/1991	05/25/1968
159	Johnson, Joe L.	FE	DC-8	09/12/1991	03/20/1936
160	Hulen, Van	FE	DC-10	09/12/1991	03/08/1940
161	Mueller, Craig	CA	DC-8	09/12/1991	09/27/1943
162	Phoenix, Robert	CA	DC-8	09/12/1991	09/20/1945
163	Chambers, Ronald V.	FO	DC-10	09/12/1991	11/04/1947
164	Corbitt, William	FE	DC-8	09/12/1991	08/25/1953
165	Kuster, Michael	FE	DC-10	09/12/1991	03/17/1954
166	Sack, Charles	FO	DC-8	09/12/1991	08/02/1954
167	Heckroth, Frederick	FO	DC-8	09/12/1991	11/29/1955
168	Hasler, Albert	CA	DC-10	09/12/1991	09/18/1957
169	Killinger, Bryan	CA	DC-8	09/12/1991	01/31/1962
170	Grau, Peter	FE	DC-8	09/19/1991	04/11/1934
171	Stuart, Richard	CA	DC-10	09/19/1991	12/12/1942
172	Barnes, Robert	FE	DC-8	09/19/1991	10/05/1944
173	Rudolph, Thomas D.	CA	DC-8	09/19/1991	12/11/1946
174	Howker, John A.	CA	DC-8	09/19/1991	01/10/1952
175	Hudson, Robert A.	CA	DC-8	09/19/1991	05/21/1954
176	Dunkelberger, Lee A.	FE	DC-8	09/19/1991	04/25/1959
177	Sachs, Peter T.	CA	DC-8	09/19/1991	06/07/1959
178	Michaelsen, David W.	CA	DC-8	09/19/1991	07/08/1964
179	Patrick, Mike	FE	DC-10	10/21/1991	09/11/1940
180	Sandman, Craig	CA	DC-8	10/21/1991	05/12/1952
181	Stanich, Todd	CA	DC-8	10/21/1991	03/18/1960
182	Reynolds Jr., John T.	FE	DC-8	10/21/1991	05/28/1960
183	Shivji, Bud	CA	DC-8	12/14/1992	01/04/1954
184	Loutraris, George	FE	DC-8	12/15/1992	05/07/1966
185	Stewart, David A.	FE	DC-10	04/14/1993	05/04/1945
186	Rachford, Thomas G.	CA	DC-8	04/14/1993	06/02/1953
187	Tallon, Kevin	FE	DC-8	04/14/1993	07/13/1954
188	Khalil, Muhammed	CA	DC-8	04/14/1993	12/07/1957

EMERY WORLDWIDE AIRLINES SYSTEM SENIORITY LIST

APPENDIX H

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
-----	-----	-----	-----	-----	-----
189	Pompeii, Mario	FE	DC-8	04/14/1993	12/05/1960
190	Seagraves, Hugh	FE	DC-8	09/15/1993	02/19/1940
191	Coffing, David	CA	DC-8	09/15/1993	09/15/1944
192	Roy, Daniel R.	CA	DC-8	09/15/1993	08/12/1947
193	Meyer, Albert	CA	DC-8	09/15/1993	02/16/1949
194	Alt, John R.	CA	DC-8	09/15/1993	12/05/1954
195	Fahning, Richard	FE	DC-8	09/15/1993	07/25/1955
196	Pryce, Gerald	FO	DC-8	09/15/1993	08/01/1955
197	Kleinstuber, George	FE	DC-8	09/15/1993	09/01/1956
198	Zifferblatt, George	FO	DC-8	09/15/1993	08/20/1957
199	Street, Michael	CA	DC-8	09/15/1993	04/06/1958
200	Ingle, Dale P.	CA	DC-8	09/15/1993	10/25/1960
201	Rohrborn, Richard C.	CA	DC-8	09/15/1993	11/29/1961
202	Miller, Gregory	FO	DC-8	09/15/1993	02/20/1962
203	Taheri, Robert	FO	DC-8	09/15/1993	02/19/1965
204	Serfozo, Zoltan	FE	DC-8	09/15/1993	11/28/1966
205	Swartzbaugh, Clifford	SO	DC-8	02/08/1994	02/11/1940
206	Zimecki, Alfons J.	CA	DC-8	02/08/1994	04/26/1947
207	Bledsoe, William H.	FE	DC-8	02/08/1994	02/05/1950
208	Angell, Curtis D.	FE	DC-8	02/08/1994	07/16/1950
209	Van Ryn Harvey L.	CA	DC-8	02/08/1994	11/29/1950
210	Rubalcave, Jerry M.	FE	DC-8	02/08/1994	02/04/1951
211	Acosta, Ruben F.	FE	DC-10	02/08/1994	10/28/1951
212	Swartzlander, Thomas F.	CA	DC-8	02/08/1994	10/26/1954
213	Glomb, Brian C.	CA	DC-8	02/08/1994	08/03/1955
214	Espinosa, Carlos M.	CA	DC-8	02/08/1994	09/21/1957
215	Foley, Denis P.	FO	DC-8	02/08/1994	10/04/1957
216	Worhun, Dore L.	FO	DC-8	02/08/1994	08/20/1958
217	Wassner, Howard A.	CA	DC-8	02/08/1994	01/14/1960
218	Andreolas, Robert A.	FO	DC-8	02/08/1994	07/15/1960
219	Saenz, Arthur S.	FO	DC-10	02/08/1994	09/01/1960
220	Phelps, Alan C.	FE	DC-8	02/08/1994	12/28/1961
221	Malone, Jeffrey S.	FE	DC-8	02/08/1994	02/25/1964
222	Albright, John A.	CA	DC-8	02/08/1994	07/15/1965
223	Appleton, Tyler C.	CA	DC-8	02/08/1994	07/13/1967
224	Thede, Colin	FE	DC-8	03/30/1994	09/28/1943
225	Crouse, John R.	FO	DC-8	03/30/1994	11/25/1945
226	DeWeese, Danny B.	CA	DC-8	03/30/1994	10/27/1947
227	Keller, David A.	CA	DC-8	03/30/1994	01/12/1950
228	Lovas, David C.	FO	DC-8	03/30/1994	06/28/1950
229	Morales, Johnny	FE	DC-8	03/30/1994	11/25/1950
230	Towsley II, John A.	CA	DC-8	03/30/1994	02/21/1951
231	Sattro III, Richard L.	CA	DC-8	03/30/1994	12/08/1953
232	Gale, James J.	CA	DC-8	03/30/1994	07/10/1956
233	Bergakker, Wouter	CA	DC-8	03/30/1994	07/12/1956
234	Farinha, Christopher E.	FE	DC-8	03/30/1994	09/12/1956
235	Gaffney, Michele E.	FE	DC-8	03/30/1994	07/17/1958

EMERY WORLDWIDE AIRLINES SYSTEM SENIORITY LIST

APPENDIX H

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
-----	-----	-----	-----	-----	-----
236	Rosenberg, Frederick D.	CA	DC-8	03/30/1994	09/12/1958
237	Chambers, Curtis E.	CA	DC-8	03/30/1994	12/11/1958
238	Gallagher, James F.	CA	DC-8	03/30/1994	03/08/1962
239	Pease, Gerald E.	FE	DC-10	05/04/1994	05/16/1938
240	Richardson, Marvin R.	CA	DC-8	05/04/1994	08/06/1943
241	Cummings, Cornelius Ted	FE	DC-8	05/04/1994	08/03/1945
242	Griggs, Ralph E.	FE	DC-10	05/04/1994	10/02/1950
243	Sweet, Timothy J.	CA	DC-8	05/04/1994	06/10/1952
244	Kuzniczci, Eric H.	FO	DC-10	05/04/1994	05/22/1955
245	Briesmeister, David, J.	FO	DC-10	05/04/1994	11/09/1955
246	Call, David H.	CA	DC-8	05/04/1994	04/22/1958
247	Lindeman, Michael	FO	DC-8	05/04/1994	08/21/1959
248	Russell, David L.	CA	DC-8	05/04/1994	01/26/1960
249	McCullough, Mark P.	CA	DC-8	05/04/1994	06/06/1960
250	Bim-Merle III, Robert W.	CA	DC-8	05/04/1994	06/25/1962
251	Kircher, Robert W.	CA	DC-8	05/04/1994	11/11/1965
252	Lantz, Seth W.	CA	DC-8	05/04/1994	09/01/1971
253	Bravo, Frank	FE	DC-8	06/29/1994	01/07/1945
254	Bruzzone, Fabian	FE	DC-8	06/29/1994	01/10/1953
255	Hawk, Daniel	CA	DC-8	06/29/1994	01/26/1958
256	Koprince, William	FE	DC-10	06/29/1994	04/29/1960
257	Peterson, Craig	FO	DC-8	06/29/1994	10/03/1962
258	Knox, Harris	FO	DC-10	08/04/1994	10/07/1942
259	Watson, Ronald	FE	DC-8	08/04/1994	07/16/1949
260	Armstrong, Robert	FE	DC-8	08/04/1994	10/25/1949
261	Brevard, Jimmy	FE	DC-8	08/04/1994	11/15/1951
262	Cannon, Kevin	CA	DC-8	08/04/1994	05/08/1958
263	Janda, Peter	FO	DC-8	08/04/1994	05/17/1958
264	Barcomb, Brian	FE	DC-8	08/04/1994	01/14/1960
265	Brown, James	FO	DC-10	08/04/1994	02/23/1962
266	Breier, Stephen	CA	DC-8	08/04/1994	08/25/1962
267	Luthi, Mark	CA	DC-8	08/04/1994	10/08/1962
268	Barrera, Guillermo	CA	DC-8	08/04/1994	06/29/1965
269	Myers, James R.	CA	DC-8	09/07/1994	03/21/1952
270	Kadey, John K.	CA	DC-8	09/07/1994	04/18/1954
271	Batson, Wesley E.	CA	DC-8	09/07/1994	11/16/1954
272	Foster, Thomas	CA	DC-8	09/07/1994	07/06/1956
273	Lee, Sandra	FO	DC-8	09/07/1994	01/11/1960
274	Lapic, George	CA	DC-8	09/07/1994	04/18/1961
275	Kubiak, Jack	CA	DC-8	09/07/1994	01/04/1965
276	Jones, Greg	FE	DC-8	09/07/1994	01/27/1966
277	Farrell, Michael	CA	DC-8	09/07/1994	09/18/1969
278	Scala, Michael	FO	DC-8	10/19/1994	06/10/1947
279	McGregor, Steven	FO	DC-10	10/19/1994	01/25/1962
280	Dalton, Bradley	CA	DC-8	10/19/1994	12/09/1965
281	Davidson, Charles C.	FE	DC-8	02/22/1995	02/19/1948
282	Nwiba, Joseph N.	FE	DC-10	02/22/1995	10/21/1958

EMERY WORLDWIDE AIRLINES SYSTEM SENIORITY LIST

APPENDIX H

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
-----	-----	-----	-----	-----	-----
283	Steere, Norman S.	FE	DC-10	02/22/1995	01/17/1963
284	Rhodes, William	FO	DC-8	02/22/1995	11/25/1963
285	Fusi, Randal R.	FO	DC-8	06/30/1995	06/26/1958
286	Gero, Stephen	FO	DC-8	09/18/1995	03/05/1946
287	Hill, Terrence	FO	DC-8	09/18/1995	08/12/1947
288	Doyle, David	FO	DC-8	09/18/1995	09/14/1948
289	Weeks, Don	FE	DC-8	09/18/1995	04/28/1962
290	Campbell, Sean	FE	DC-10	09/18/1995	12/04/1962
291	Rivera, Carlos	FO	DC-8	09/18/1995	05/22/1964
292	Moyer, Ron	FE	DC-8	09/18/1995	08/28/1965
293	Gallagher, Neil	FE	DC-8	09/18/1995	08/06/1966
294	Pierotti, Stephen	FO	DC-8	09/18/1995	04/24/1967
295	Lynch, Gregory	FO	DC-8	09/18/1995	05/25/1968
296	Durham, George W.	FE	DC-8	09/15/1996	08/22/1954
297	Carberry, David	FE	DC-8	09/15/1996	03/04/1958
298	Fair, Robert L.	FE	DC-8	09/15/1996	01/03/1962
299	Watson, Scott P.	FE	DC-10	09/15/1996	07/23/1967
300	Beinhart, Geoffrey	FO	DC-8	11/18/1996	03/27/1953
301	McMasters, Robert	FO	DC-8	11/18/1996	06/27/1956
302	Woods, Richard	FO	DC-8	11/18/1996	12/18/1957
303	Zurcher, James	FO	DC-8	11/18/1996	06/03/1961
304	Ross, Pren	FO	DC-8	11/18/1996	08/24/1964
305	Hilliard, Michael A.	FO	DC-10	01/21/1997	08/01/1946
306	Aldridge, Mark J.	FO	DC-8	02/09/1997	04/14/1958
307	Boehm, Russel P.	FO	DC-8	02/09/1997	03/16/1959
308	Bisono, Arturo M.	FE	DC-8	02/09/1997	03/16/1960
309	Gomez, Amilcar	FO	DC-8	02/09/1997	12/10/1962
310	Thompson, David R.	FO	DC-8	02/09/1997	05/14/1963
311	Sterner, John B.	FO	DC-8	02/09/1997	08/12/1964
312	Shaw, Mark J.	FE	DC-8	02/09/1997	04/25/1965
313	Escalante, Juan N.	FO	DC-8	02/09/1997	12/09/1966
314	Mancusi, Philip	FE	DC-8	02/09/1997	02/24/1968
315	McRae, Lonnie T.	FE	DC-8	02/09/1997	03/02/1969
316	Morgan, John S.	FO	DC-8	04/13/1997	05/08/1954
317	Beratis, James	FO	DC-8	04/13/1997	05/29/1956
318	McInnis, David	FO	DC-8	04/13/1997	06/28/1956
319	Garmen, Bruce	FE	DC-8	04/13/1997	09/19/1958
320	Baro, David J.	FO	DC-8	04/13/1997	01/11/1961
321	Knight, Tracy	FO	DC-8	04/13/1997	03/01/1962
322	Fielack, Raymond S.	FO	DC-8	04/13/1997	10/31/1963
323	Wilkinson, Thomas R.	FO	DC-8	04/13/1997	09/26/1966
324	Hickman, John	FE	DC-8	06/01/1997	05/17/1943
325	Prisco, James M.	FO	DC-8	06/01/1997	05/29/1954
326	Foy, James L.	FE	DC-8	06/01/1997	03/12/1956
327	Turner, Donald F.	FE	DC-8	06/01/1997	09/21/1956
328	Vigil, Richard P.	FO	DC-8	06/01/1997	01/09/1958
329	Talarico, Nat A.	FO	DC-10	06/01/1997	06/01/1958

EMERY WORLDWIDE AIRLINES SYSTEM SENIORITY LIST

APPENDIX H

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
-----	-----	-----	-----	-----	-----
330	Barge, Patrick S.	FO	DC-8	06/01/1997	08/07/1958
331	Bonnin, Onofre A.	FO	DC-8	06/01/1997	08/11/1958
332	Windham, Russ	FO	DC-8	06/01/1997	07/02/1960
333	Muller, James F.	FE	DC-8	06/01/1997	06/13/1962
334	Patrick, Michael G.	FE	DC-10	06/01/1997	07/27/1963
335	Gottfredsen, Tom M.	FE	DC-10	06/01/1997	11/09/1963
336	Peirce, David L.	FE	DC-8	06/01/1997	12/18/1963
337	Swarr, Eric O.	FE	DC-8	06/01/1997	07/22/1964
338	Wheeler, Douglas	FO	DC-8	06/01/1997	10/23/1964
339	Urdi, Paul	FE	DC-8	06/01/1997	07/09/1966
340	O'Reilly, Christopher	FO	DC-8	06/01/1997	10/18/1967
341	Flanagan, Patrick M.	FO	DC-8	06/01/1997	05/07/1968
342	Solar, Michael J.	FO	DC-8	07/08/1997	09/04/1948
343	Frisbie, Joseph	FE	DC-8	07/08/1997	03/06/1950
344	Silvestri, Fred	FE	DC-8	07/08/1997	05/29/1951
345	Suers, Bernard	FO	DC-10	07/08/1997	06/07/1955
346	Dulin, Thad	FO	DC-8	07/08/1997	07/09/1955
347	Gibson, C. David	FO	DC-8	07/08/1997	11/27/1956
348	Whinery, Roger L.	FO	DC-8	07/08/1997	05/03/1958
349	Hogue, Travis	FE	DC-8	07/08/1997	07/09/1958
350	Montalvo, David	FO	DC-8	07/08/1997	11/11/1958
351	Montan, Fabio	FO	DC-10	07/08/1997	01/20/1959
352	White, James	FE	DC-8	07/08/1997	03/04/1959
353	Kessler, Michael	FO	DC-8	07/08/1997	03/13/1960
354	Gordon, Jennifer	FO	DC-10	07/08/1997	07/15/1961
355	DeLong, Douglas E.	FO	DC-10	07/08/1997	08/10/1961
356	Barrow, Robin	FE	DC-8	07/08/1997	08/07/1962
357	Scott, Martin	FO	DC-8	07/08/1997	09/01/1963
358	Sewell, Lee	FO	DC-8	07/08/1997	09/19/1963
359	Stanley, Bo	FO	DC-8	07/08/1997	11/21/1963
360	Boylan, Thomas	FE	DC-8	07/08/1997	01/11/1964
361	Mullins, Scott	FE	DC-8	07/08/1997	07/28/1964
362	Mercado, Carlos	FE	DC-8	07/08/1997	02/09/1966
363	Brady, James	FO	DC-8	07/08/1997	03/13/1966
364	Harris, Scott	FE	DC-8	07/08/1997	07/07/1967
365	Albright, Wendy	FO	DC-10	07/08/1997	11/02/1967
366	Jenkins, Kenneth L.	FO	DC-10	07/08/1997	11/17/1968
367	Akimoff, Nick	FO	DC-8	07/08/1997	04/06/1969
368	Murray, Michael	FO	DC-8	07/08/1997	04/15/1969
369	Murray, Charles D.	FO	DC-8	07/08/1997	03/20/1971
370	Conrad, Ron	FO	DC-8	07/14/1997	04/13/1951
371	Dankha, Ivan	FO	DC-10	07/14/1997	01/20/1959
372	Werner, Doug	FO	DC-8	07/14/1997	03/08/1965
373	Johnston, Phillip	FO	DC-8	08/10/1997	08/20/1942
374	Quesnel, Robert	FO	DC-8	08/10/1997	09/28/1945
375	Hargett, David W	FO	DC-8	08/10/1997	10/26/1950
376	Hale, Lindsay	FO	DC-8	08/10/1997	01/27/1953

EMERY WORLDWIDE AIRLINES SYSTEM SENIORITY LIST

APPENDIX H

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
-----	-----	-----	-----	-----	-----
377	Capraro, Charles	FO	DC-8	08/10/1997	02/21/1955
378	Van Arsdell, Bruce	FO	DC-10	08/10/1997	12/27/1958
379	Schubert, Steven	FO	DC-10	08/10/1997	07/01/1961
380	McFadden, Richard	FO	DC-10	08/10/1997	04/16/1964
381	Slingsby, Scott	FO	DC-8	08/10/1997	01/12/1965
382	Denne, William	FO	DC-10	08/10/1997	12/24/1965
383	Kelleher, Michael	FO	DC-8	08/10/1997	10/20/1967
384	McBride, William	FO	DC-8	08/10/1997	12/19/1967
385	Hockin, Aileen	FO	DC-8	08/10/1997	03/24/1971
386	Wempa, Brad	FO	DC-10	09/28/1997	10/13/1965
387	Gettig, Scott	FO	DC-8	09/28/1997	12/28/1969
388	Dib, Eddie	FO	DC-8	11/02/1997	12/20/1948
389	Accaoui, George Y.	FO	DC-8	11/02/1997	06/15/1950
390	MacDougal, Steve	FE	DC-8	11/02/1997	10/19/1958
391	Baker, Mitchell A.	FO	DC-8	11/02/1997	05/16/1964
392	Sparano, Michael	FO	DC-8	11/02/1997	07/06/1966
393	Beardsley, Richard F.	FO	DC-8	12/02/1997	07/07/1944
394	Tully, David J.	FO	DC-8	12/02/1997	03/09/1960
395	McCabe, Patrick F.	FO	DC-8	12/02/1997	08/21/1961
396	Smith, Douglas C.	FO	DC-10	12/02/1997	07/16/1962
397	Hachandi, Spencer	FE	DC-8	12/02/1997	07/24/1964
398	Keefer, Brian M.	FO	DC-8	12/02/1997	07/29/1966
399	Gilmore, Thomas N.	FO	DC-8	12/02/1997	10/16/1966
400	Coons, John D.	FO	DC-8	12/02/1997	12/30/1969
401	Hagquist, Richard	CA	DC-10	03/03/1998	04/08/1945
402	Walker, Jerry	FO	DC-8	03/10/1998	02/14/1949
403	Tate, G Ryan	FO	DC-8	03/10/1998	02/04/1959
404	Majnarich, Rex	FO	DC-8	03/10/1998	08/08/1964
405	McKenna, Mark	FO	DC-8	03/10/1998	05/25/1966
406	Zwicke, Troy	FO	DC-8	03/10/1998	01/11/1968
407	Miller, Dennis	FO	DC-10	03/10/1998	02/20/1971
408	Scott, Douglas	FO	DC-8	03/18/1998	02/27/1954
409	Frieh, Albert E.	FO	DC-8	03/18/1998	11/25/1967
410	Kirby, William	FO	DC-8	04/20/1998	07/23/1943
411	Dehart, Dillard	SO	DC-8	06/16/1998	06/30/1941
412	Simmers, Ray	FO	DC-8	06/16/1998	03/18/1953
413	Hendrickson, Dale	FE	DC-8	06/16/1998	04/17/1953
414	Turcot, Greg	FO	DC-8	06/16/1998	10/10/1957
415	Maher, Don	FE	DC-8	06/16/1998	04/17/1958
416	Hewitt, Seth	FO	DC-8	06/16/1998	11/07/1960
417	Macleod, Kenneth	FO	DC-8	06/16/1998	10/22/1962
418	Miskolczy, Sheldon	FO	DC-8	06/16/1998	11/05/1965
419	Herb, Eric	FO	DC-8	06/16/1998	12/04/1966
420	Smyth, Michael W.	FO	DC-8	09/15/1998	11/23/1952
421	Collins, David J	FO	DC-8	09/15/1998	09/28/1953
422	Bigler, Don	FO	DC-8	09/15/1998	11/08/1963
423	Hopkins, Dennis	FO	DC-8	09/15/1998	02/03/1966

EMERY WORLDWIDE AIRLINES SYSTEM SENIORITY LIST

APPENDIX H

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
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424	Sobol, Eric	FO	DC-8	09/15/1998	10/01/1967
425	Colman, Christen R	FO	DC-8	09/15/1998	05/24/1969
426	Whisnant, James F	SO	DC-8	09/15/1998	09/12/1970
427	Barber, Robert B.	FE	DC-10	09/25/1998	09/21/1952
428	Sutter, Ronald	FE	DC-8	11/04/1998	11/25/1940
429	Oswald, James	CA	DC-8	11/04/1998	05/08/1954
430	McGahee, Danny	FO	DC-8	11/04/1998	06/05/1960
431	Sherman, David	FO	DC-8	11/04/1998	04/07/1963
432	Baranko, Peter	FO	DC-8	11/04/1998	07/04/1971
433	Tinga, Nancy	FE	DC-8	09/07/1999	12/04/1963
434	Sparks, Fred	IP	DC-8	11/14/1999	10/16/1939
435	Long, Travis	FE	DC-8	12/20/1999	03/07/1970
436	Kelley, Kevin	IP	DC-8	01/16/2000	06/17/1956
437	Brabandt, Calin	FO	DC-8	02/01/2000	07/29/1958
438	Becker, Jonathan	FO	DC-10	02/01/2000	03/18/1960
439	Standing, Barbara	FO	DC-10	02/01/2000	06/23/1962
440	Bauer, Michael	FO	DC-10	02/01/2000	04/20/1968
441	Karlen, Johan	FO	DC-10	02/01/2000	09/15/1970
442	Koch, Deborah M.	FO	DC-8	02/29/2000	12/30/1952
443	Burnett, Joseph S.	FO	DC-8	02/29/2000	05/18/1954
444	Roberts, Richard A.	SO	DC-8	02/29/2000	10/06/1955
445	Baker, Nicholas J.	FO	DC-8	02/29/2000	07/10/1957
446	Palotas, Anne M.	FO	DC-8	02/29/2000	02/05/1958
447	Avila, Enrique	FO	DC-8	02/29/2000	08/12/1958
448	Young, Ryann A.	SO	DC-8	02/29/2000	01/13/1961
449	Baker, Dean C.	SO	DC-8	02/29/2000	12/08/1962
450	Sharff, Steven T.	SO	DC-8	02/29/2000	12/18/1963
451	Havard, James E.	SO	DC-8	02/29/2000	01/26/1964
452	Smith, Michael J.	SO	DC-8	02/29/2000	10/09/1966
453	Tupper, Eric H.	SO	DC-8	02/29/2000	12/06/1970
454	Murray, Brady	SO	DC-8	02/29/2000	05/22/1972
455	Natoli, Nathaniel T.	SO	DC-8	02/29/2000	06/28/1973
456	Stewart, James A.	SO	DC-8	03/28/2000	02/08/1945
457	Krasowski, Donald	SO	DC-8	03/28/2000	12/03/1954
458	Kopplinger, Alan	SO	DC-8	03/28/2000	09/16/1956
459	Desira, Joseph	SO	DC-8	03/28/2000	10/12/1959
460	Fazekas, Thomas	SO	DC-8	03/28/2000	05/21/1961
461	Ehrehoeftler, Volker	SO	DC-8	03/28/2000	11/25/1961
462	Gilliland, Michael	SO	DC-8	03/28/2000	03/31/1963
463	Duncan, Alistair M.	SO	DC-8	03/28/2000	06/05/1963
464	Finch, Christopher M.	SO	DC-8	03/28/2000	09/03/1964
465	Karagiannis, George	SO	DC-8	03/28/2000	04/30/1966
466	Huseboe, Bret	SO	DC-8	03/28/2000	05/21/1966
467	Hoggard, Cynthia	SO	DC-8	03/28/2000	05/19/1968
468	Hollan, Kimberly	SO	DC-8	03/28/2000	05/20/1968
469	Besing, Alan	SO	DC-8	03/28/2000	06/11/1969
470	Mott, Anthony	SO	DC-8	03/28/2000	09/09/1969

EMERY WORLDWIDE AIRLINES SYSTEM SENIORITY LIST

APPENDIX H

Sen Nbr	Name	Position	Equipment	Crew Member Seniority Date	Birthdate
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471	Willis, Richard	SO	DC-8	03/28/2000	12/22/1969
472	Wilson, Jonathan	SO	DC-8	03/28/2000	03/12/1972
473	Hershkowitz, Jeffery M.	SO	DC-8	04/25/2000	11/18/1954
474	Hermes, Robert D.	SO	DC-8	04/25/2000	11/09/1956
475	Meyer, John A.	SO	DC-8	04/25/2000	07/16/1962
476	Toro, Paul R.	SO	DC-8	04/25/2000	12/05/1965
477	Cantrell, Rodney R.	SO	DC-8	04/25/2000	09/26/1966
478	Bellia, David	SO	DC-8	04/25/2000	03/16/1967
479	Lieff, Daniel W.	SO	DC-8	04/25/2000	09/12/1967
480	Patel, Kamel	SO	DC-8	04/25/2000	05/05/1972
481	Delascurain, Andres	SO	DC-8	04/25/2000	02/16/1975
482	Reazer, George	FO	DC-8	05/01/2000	05/09/1963
483	Boarman, Mark	SO	DC-8	05/23/2000	05/23/1956
484	Smith, R. Wayne	SO	DC-8	05/23/2000	07/21/1957
485	Sanchez, Juan	SO	DC-8	05/23/2000	04/02/1962
486	Kaplafka, John	SO	DC-8	05/23/2000	10/13/1964
487	Carlo, Gerardo	SO	DC-8	05/23/2000	03/27/1966
488	Seydlitz, David	SO	DC-8	05/23/2000	11/17/1967
489	Sandquist, Steven	SO	DC-8	05/23/2000	04/15/1968
490	Anyzeski, David	SO	DC-8	05/23/2000	02/19/1970
491	Brown, David	SO	DC-8	05/23/2000	01/29/1971
492	Davis, Steven	SO	DC-8	05/23/2000	08/03/1973
493	Kwiat, Michael	SO	DC-8	06/20/2000	12/19/1954
494	Wann, Peter	SO	DC-8	06/20/2000	02/08/1955
495	Kantner, Mark	SO	DC-8	06/20/2000	02/06/1956
496	Campeau, James	SO	DC-8	06/20/2000	09/24/1957
497	Shokoohi, Mehdi	SO	DC-8	06/20/2000	04/01/1960
498	Perkins, T. Scott	SO	DC-8	06/20/2000	10/30/1961
499	Watkins, Jeffrey	SO	DC-8	06/20/2000	06/12/1962
500	Thomas, Keith	SO	DC-8	06/20/2000	08/20/1965
501	Alberts, Stephen	SO	DC-8	06/20/2000	09/28/1967
502	Bartholomew, Jeff	SO	DC-8	06/20/2000	10/23/1973

LETTERS

