

Agreement between
Amerijet International, Inc.
and
The PFE's in the service of
Amerijet International, Inc. as represented by the
International Brotherhood of Teamsters

Effective December 19, 2016 to December 18, 2020

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Section 1 Recognition and Scope

A. Recognition

1. In accordance with certification, issued in Case No. R-7000 on June 10, 2004, Amerijet International, Inc. (the "Company") hereby recognizes the International Brotherhood of Teamsters, Airline Division, as the duly designated and authorized representative of the PFEs in the employ of the Company for the purposes of the Railway Labor Act, as amended.
2. This Collective Bargaining Agreement and any formal letters of agreement or understanding between the Company and the Union may be collectively referred to as the "Agreement".

B. Purpose of Agreement

1. The purpose of this Agreement is to foster the mutual interests of the Company, the Union and the PFEs in the employ of the Company to provide for the operation of the Company under methods which will further, to the fullest extent possible: the safety of air transportation, the efficiency of operation, and the employment of PFEs under reasonable terms and conditions of employment, and the maintenance of profitability of the Company. It is recognized to be the duty of the Company, the Union, and the PFEs to cooperate fully for the attainment of these purposes.

C. Sole Agreement

1. This Agreement shall supersede all existing or previously executed Agreements by and between the Company and the Union or any other labor organization or individual (including the "Crewmember agreement") with respect to the rates of pay, rules, or working conditions specifically covered by this Agreement in accordance with the provisions of the Railway Labor Act, as amended. Any and all subsequent agreements between the parties shall be reduced to writing, signed by their authorized representatives, and become a part of this Agreement.

2. Whenever the words “PFE” or “employees”, are used in the Agreement, they designate and refer to only such PFEs as covered by this Agreement. It is further recognized that whenever in this Agreement PFEs or jobs are referred to in either the masculine or feminine gender, it shall be understood to mean both male and female PFEs. It is further understood that there shall be no discrimination by either party against any PFE subject to the terms of this Agreement, because of age, race, sex, color, religion, National origin or disability.

D. Foreign Bases

1. Temporary foreign bases may be opened by the Company upon thirty (30) days written notice to the Union and shall be covered by this agreement. The filling of vacancies at temporary foreign bases will be done in accordance with Section 16 of this Agreement.
2. Permanent foreign bases, as designated by the company, may be opened by the Company at any time without notice and shall be covered by this Agreement. The filling of vacancies at permanent foreign bases will be done in accordance with Section 16 of this Agreement.
3. Nothing herein requires the Company to establish permanent foreign bases.

E. Scope

1. This Agreement covers the Company and all present and future United States registered/certificated airline subsidiaries of the Company. Except as otherwise set forth in Section 1 of this Agreement, all present and future flying (including all international flying) on United States registered/certificated aircraft operated by the Company (“U.S. aircraft”) accordance with the terms and conditions of this Agreement and the Railway Labor Act.
2. Notwithstanding the scope provisions above, any flying that is not on U.S. registered aircraft, or that is in or between any country in which the laws, rules or regulations of that country require to be performed in any part by PFEs that are citizens or nationals of that country or licensed by that country, need not be performed by PFEs on the Amerijet PFE’s system seniority list and shall not be

covered by this Agreement. The will have no obligation to compensate any PFEs on the Amerijet PFE's system seniority list for or as if such PFEs had performed such flying.

3. The company will not transfer flying by PFEs on the Amerijet PFEs seniority list to a newly created or acquired corporate "alter-ego" if it results in the transferring or diluting work covered by this agreement.
4. Flying shall be conducted by PFEs covered under the Amerijet PFEs System Seniority list unless requirements such as (but not limited to) traffic and/or landing rights, military, government contracts, long term relief or humanitarian flights, operations requiring specialized operational training and/or experience, or local laws, rules or regulations of a foreign country require the utilization of PFEs not covered by this agreement. In such circumstances this Agreement shall not apply notwithstanding any other provision of this agreement. Flying conducted under this paragraph shall be subject to the following:
 - a. Upon request, the Company will provide records showing the airports served under this provision, unless such information is prohibited by law, rule or regulation.
 - b. The number of PFEs on the Amerijet PFEs System Seniority List as of the effective date of the agreement will not be subject to furlough or displaced to a lower paying position or suffer any loss of his minimum guarantee or benefits as a result of flying performed under this Section 1, E-4.
 - c. For any dispute within the jurisdiction of the Board/Arbitrator under Section 25, the provisions of Section 25, C-3 and Section 25, E-2 shall apply.
5. Wet Lease - The Company will use its best efforts to handle permanent increases in volume through the acquisition of additional appropriate airlift capacity rather than by subcontracting, and to use crewmembers on the Amerijet PFEs System Seniority List to the maximum extent possible and economically feasible.
 - a. No Crewmember shall be Furloughed or displaced to a lower paying position or suffer any loss of his Minimum Guarantee or benefits as a result of or in anticipation of the Wet Lease of aircraft.
 - b. The Company may enter into wet lease, subcontract, code-share and similar cargo sharing arrangements (collectively referred to in this Agreement as a "Wet Lease") with other carriers if such arrangements

economically are necessary for the Company to provide service to its customers or potential customers.

- c. If the Company should determine that a Wet Lease arrangement is economically necessary to service its customers and more efficient than providing such service by operating aircraft covered by this Agreement, the Company shall notify the Union thirty (30) days (or as soon as reasonably possible if less than 30 days) before commencing operations. Following such notice, upon request from the Union, the Company shall meet with the Union to discuss such arrangements, and will provide the Union with documentation supporting its decision.
- d. A permanent increase in staffing shall occur whenever the aircraft under a Wet Lease arrangement for ongoing business purposes exceeds an average monthly utilization rate of 200 hours per aircraft during three consecutive months and the Wet Leased aircraft is of an aircraft type operated by the Company, except if the Company can demonstrate that it cannot economically acquire an additional aircraft of that type by lease or other means.

Section 2 Definitions

Accrual Year	The year in which benefit credits are earned.
Active PFE	A PFE who is current, qualified and available to fly a trip as Captain or First Officer.
Bid	A PFE's choice as to scheduling, vacation, domicile, days off, etc.
Bid Award	Any position, duty, privilege or right that a PFE acquires as a result of his seniority bid and preference regarding scheduling, vacation, domicile, etc.
Bid Period	A roster period setting forth bid award and implementation of scheduled duties.
Block-to-Block	The actual elapsed time from which the aircraft move under its own power for the purpose of flight until the engine shutdown at the point of termination of that flight.
Block Time	Actual Block-to-Block time.
Category	Refers to the sub-unit of the crewmember force comprised of the Captains and First Officers who are awarded/assigned to fly a specific type of aircraft, or "category" may mean a specific type of aircraft as a group, i.e. equipment. The Boeing 727-200 and 767 is an example of category of aircraft under these rules.
Check PFE	A company representative authorized by the FAA and the company to conduct FAA-required checks as well as observation experience (OE) to PFEs employed by the company.
Co-Domicile	An airport from which a PFE may be required to operate that is a reasonable distance from a PFE's permanent domicile.
Company	Amerijet International.
Crew Call	A notification made by the company to advise the PFE of an assignment which falls within their RDP. Crew Calls may be made up to 90 minutes prior to the start of the RDP.

Crew Score	A minimum composite hours' requirements for Captains and First Officers, as set forth in the G.O.M.
Current Roster	A PFEs actual activity during an RDP including changes or modifications occurring during a Roster period.
Date of Hire	All PFEs Date of Hire will be the first day of class as a flight crewmember with the company.
Day	A Zulu day beginning at (0000z) and ending at 359z).
Day Off	Defined as 24 consecutive hours without obligation to the Company. A day off includes Rostered Days Off.
Domicile or Base	The geographical location from which a PFE operates as a result of bid preference or assignment and which a common location from which scheduled and non-scheduled flying is accomplished.
Downgrade	To move to a lower status in the flight deck
Duty	The time that a PFE reports for duty continuing until he is released from duty, on the ground, to receive a rest period or deadhead. The PFE's duty time will begin one hour prior to a scheduled departure and end thirty minutes after block arrival.
Duty Rig	A method of compensation formula to calculate pay credits. Duty rig is paid as a ratio against a duty time as defined in the compensation section of this agreement. Deadheading time is not calculated for duty rig.
Duty Time	The period of time during which a PFE is subject to the direction of control of the Company.
Emergency	The term emergency means "Acts of God," "Acts of War" (as declared by Congress), national emergency, natural disaster, revocation of the Company's operating certificate, the grounding of a significant portion of the Company's fleet, a shutdown of any substantial portion of the air transportation system, danger posed by the elements of weather, or any other unexpected circumstance posing significant danger to persons, property or the business.
Equipment	A particular model of aircraft; that is, a category.

Flight Crewmember	A Captain, First Officer, or Professional Flight Engineer who is authorized to fly company aircraft.
Flight Pay Credit	Time given for the purpose of compensation based upon a work assignment. Pay credits are earned via four methods; block or better, trip rig, duty rig or minimum pay. The greatest value of these compensation methods will be used to determine pay credit for the work assignment.
Geneva	Throughout this CBA the terms Geneva, CrewNet, Ticker and RSM refer to the current flight operations software system in use to manage aircraft and crew scheduling. This terminology is generic in nature and subject to change.
Guarantee	A PFE who holds a bid line shall receive for that period a <u>minimum</u> guarantee per pay period except as specifically outlined elsewhere in this agreement.
Incentive Pay Day	A time period pre-arranged between a PFE and Crew (IPD) Scheduling representative(s), during which the PFE voluntarily makes themselves available for flight assignments.
Instant Overage	The percentage of an awarded pay credit generated on a trip which occurs outside of an originally rostered working or rest period will be paid as overage, regardless of the credit towards guarantee for the given period.
International Flight	A flight which departs from a location within the 48 contiguous United States and the District of Columbia or Alaska to any place outside thereof or between any two places outside the 48 contiguous States, District of Columbia and Alaska, or between two places within the State of Alaska or the State of Hawaii.
Junior Available	The least senior PFE qualified for a duty, who is drafted to fly a trip in open time.
Layover	A time period between flight assignments during which a PFE is relieved from duty away from his domicile.
Leg	An individual flight or sector, block to block.
Longevity	The cumulative time that a PFE has been in a service of the Company.

Open Duty / Open Time	Any duty that has not been awarded or assigned to a PFE
Overage	Any flight time or flight pay credits earned while performing for or, on behalf of the company, as described in the Compensation section of this Collective Bargaining Agreement above the minimum monthly guarantee.
Position	A PFE status in a category and domicile.
Qualified	A PFE who currently meets all of the Company and FAR requirements for a flight, including successful completion of OE.
Recovery Rights	The right of the Company to assign a pairing/flight to a PFE whose original pairing/flight is fragmented or canceled, from the original report time until 16 hours has elapsed.
Report Time	One hour prior to scheduled departure time, sometimes referred to as show time or actual sign on (ASON).
Reserve	A PFE who is scheduled for reserve duty. PFE
Reserve Day	The assigned time period during which a PFE must be available for a rostered duty.
Rest or Rest Period	The time that a PFE is released from all duty with the Company continuing until he again reports for any duty with the Company. This includes time away from domicile.
Roster Key Codes	The list of abbreviations used by the flight operations management system, which include but are not limited to: AA – Approved Absence DO – Company Assigned Day Off GND – Ground Training JA – Junior Assigned PR – Pending Review RDO – Rostered Day Off RDP – Rostered Duty Period RES – Reserve SC – Sign-On Change SIM – Simulator Training UA – Unapproved Absence

Roster Period	The published period for bidding purposes.
Rostered Day Off	This will commonly be referred to as a RDO or Rostered Day Off. These are the Days Off that are bid for and awarded via the Preferential Bidding process. No responsibility for duty to the company for that 24-hour period (00:00Z to 23:59Z).
Rostered Duty Period	The rostered or scheduled time of duty periods commonly referred to as a RDP will include the scheduled time of their component legs, deadheading, aircraft repositioning, ground time, reserve, training or other related duties.
Rostered Rest Period	That time scheduled between duty periods to accommodate rest during a trip.
Rostered Schedule	A PFE's scheduled duties for the designated bid period.
Seniority	The accumulated time a PFE has been employed with the Company commencing with date of hire. Show Time Same as report time.
Sign-On Change	Is the adjustment of an actual duty from the original RDP.
Special Qualifications	Qualifications held by a PFE such as Check Airman, NRFO, Parabolic, Special Landing Airport or Trainer/Instructor. Special qualification PFEs generally demonstrate an advanced level of training, flight management, or demonstrated skills required for company operations.
Status Officer.	The rank in the cockpit held by a PFE, i.e. Captain, First Officer.
Substitute Day Off	Otherwise known as an SDO, a replacement day utilized when a PFE involuntarily gives up an RDO.
Temporary Assignment	Duty for sixty (60) days or less during which a PFE temporarily resides at a location away from his domicile.
Trip	One or more duty periods separated as required by rest periods beginning when a PFE reports at his domicile for his first duty period following a rest period and ending the later of (a) thirty (30) minutes after the block in of his final duty period before rest at his domicile, sometimes referred to as (ASOFF) or (b) when he actually begins rest at his domicile.
Vacation Year	The year in which earned vacation credits are used.

Zulu (Z) Time Used for crew scheduling, flight planning, scheduling, tracking and reporting purposes. Unless specifically identified, all time correspondence will be in Zulu time (GMT).

Section 3 Successorship and Mergers

The purpose of this subsection is to ensure, that the privileges and benefits gained through the collective bargaining process with the Company are preserved and that any and all successors or assigns are bound by the provisions of this Agreement, as a result of any corporate transactions of the Company and that the provisions of this Agreement shall not be abrogated by such corporate transactions.

1. This Agreement, including the rates of pay, rules and working conditions set forth in this Agreement, shall be binding upon any successor or assign of the Company in accordance with the provisions of the Railway Labor Act, -as amended. For purposes of this subsection, a Successor or Assign shall be defined as an entity which acquires all or substantially all of the assets, or a controlling interest of the equity of the Company through a single transaction or multi-step related transaction which closes within a twenty-four (24) month period. In the case of a sale of the equity of the Company, this Agreement shall continue to be binding on the Company to the extent permitted by law.
2. No contract or other legally binding commitment involving the transfer of ownership or control of a majority of the equity or assets of the company, whether directly or indirectly through any subsidiary or parent of the company or their affiliates, shall be signed or otherwise entered into unless it is agreed as a material and irrevocable condition of concluding such transaction that this Agreement shall be assumed by the successor employer and employees on the then current Amerijet PFE Seniority List shall be employed in accordance with the provisions of this Agreement, except if such transaction constitutes a covered transaction under the McCaskill-Bond Amendment, in which case the following provisions in section 3 3-9 shall apply.
3. With respect to any corporate transaction involving the Company and another air carrier(s) that results in the combination of the PFE groups of each air carrier under the Railway Labor Act, if the IBT represents the PFEs at each of the air carriers the IBT's internal policies regarding integration in effect at the time, if any, will apply to the integration of the two PFE groups.

4. If the Company is the surviving or combined carrier and the IBT's internal policies regarding integration are not applied to the integration of the two PFEs groups, the Company will accept a voluntarily negotiated or arbitrated integrated seniority list from the PFE group parties at each of the pre-combination air carriers. If the PFE group parties do not voluntarily present such a list to the Company and the Company is the responsible surviving or combined carrier, the Company will engage in arbitration with those groups as provided for in Section 13 of the labor protective provisions imposed by the Civil Aeronautics Board in the Allegheny-Mohawk merger (as published at 59 C.A.B. 45).
5. Integration of the crewmember groups shall occur on the date and in the manner provided for in the IBT's internal integration policy if applicable, or as provided in any negotiated or arbitrated agreement between the affected PFE groups presented to the Company as the surviving or combined carrier. If there is no negotiated or arbitrated agreement concerning the date and manner of integration of the seniority lists, the date and manner of integration will be determined according to the procedures as described above, but shall not be before the National Mediation Board issues its ruling on whether the post-transaction carriers comprise a single transportation system and certifies the union, if any, that is the duly designated representative of the PFE craft or class on that transportation system.
6. Unless and until any operational merger is finally effectuated, the Union shall continue to be recognized as the representative of the pre-merger Company crewmembers and this Agreement shall continue to apply, so long as such recognition is consistent with the Railway Labor Act, as amended, and any applicable rulings or orders of the National Mediation Board. Recognition of a post-merger representative shall be governed by the Railway Labor Act and by any applicable rulings or orders of the National Mediation Board.
7. With respect to any corporate transaction involving the Company and another air carrier(s) that results in the combination of the PFE groups of each air carrier under the Railway Labor Act, until any operational merger is finally effectuated, including the integration of seniority lists in accordance with this Section 3, the aircraft operated by PFEs on the Amerijet PFEs System Seniority List shall continue to be flown by such PFEs and no such PFEs shall be furloughed or reduced in status or pay category as an effect of the operational merger, unless otherwise provided for in the IBT's internal integration policy if applicable or in any negotiated or arbitrated agreement between the affected PFE groups presented to the Company as the surviving or combined

carrier, or as otherwise allowed under Section 1 of this Agreement, and so long as consistent with the Railway Labor Act as amended.

8. Negotiations for the amalgamation of the respective individual agreements into a Joint Collective Bargaining Agreement (JCBA) shall occur as provided in the IBT's internal merger policy, if applicable, or as agreed in negotiations or arbitration between the PFE groups of the respective carriers. In the absence of an applicable IBT policy on resolution of a combined CBA or a negotiated or arbitrated agreement between the PFE groups on resolution of a combined CBA, negotiations for the JCBA shall not exceed one (1) year from the effective date of the merger of the air carriers, without the mutual consent of the parties. All outstanding items remaining in dispute at the end of this period shall be submitted to binding Interest Arbitration for resolution.

Section 4 Management Rights (PFEs)

1. Amerijet reserves all of the rights, privileges and prerogatives which it had or possessed prior to the execution of this Agreement, except to the extent that such rights, privileges and prerogatives are specifically abridged by the express provisions of this Agreement.
2. Without limited the foregoing, the rights of management which are not abridged by this Agreement include, but are not confined to, the full and exclusive, direction and supervision of its workforce; the hire, promotion, demotion, transfer, layoff or reassignment of PFEs; the discipline and discharge for cause of PFEs; the selection of PFEs and the determination of the qualifications for PFE selection; the determination of the size and composition of the workforce; the determination of schedules; the determination of PFEs' job content and the amount and types of flight duties required; the scheduling of the hours and days to be worked on each flight and each segment; the selection and determination of the numbers of PFEs required, and the assignment of work to PFEs; the contracting out or subcontracting of work; the equipment to be utilized; the establishment and enforcement of standards for the quality and quantity of work required to be performed by PFEs; the right to require physical exams and testing of PFEs; the right to introduce new or improved equipment, methods or facilities and/or the discontinuance of existing equipment, methods or facilities, the discretion to suspend or cease its operations or any phase or part of its business or operations; the right to make, amend and enforce reasonable work and safety rules and regulations; and the right to discontinue, transfer or assign all or any part of its operations except as expressly limited by the terms of this Agreement.

Section 5 Compensation - PFE

A. Hourly Flight Pay

1. A PFE will receive hourly flight pay based on his status and longevity with the Company as follows. Rate of pay is by seat and is equipment specific, as set forth below.
2. The following are the Amerijet pay scales for the term of this Agreement.
3. The pay scale below shall be in effect from the effective date of this CBA beginning the first full pay period following ratification. Thereafter the pay scale shall be adjusted upward by 3% on each year anniversary (full bid period) of the effective date (see attachment A).

Year	PFE
1	80.24
2	85.40
3	89.76
4	91.66
5	94.40
6	97.13
7	101.25
8	104.81
9	106.86
10	109.40
11	113.92
12	118.17
13	120.74
14	123.98
15	128.23

4. If the Company elects to introduce equipment less than 100,000 pounds maximum certificated takeoff weight, the Company may set the pay scale for crewmembers for such aircraft in its sole discretion.

B. Guarantee

1. Per Pay Period - All PFEs who hold bidding privileges shall receive for that 28 day pay period a minimum guarantee of sixty (60) hours pay, except as

specifically modified elsewhere in this Agreement. Amerijet has 13 pay periods in a year.

2. Per Duty Assignment - PFEs will receive a minimum of 3.0 hours pay towards their Guarantee for each duty period they are assigned to fulfill.

C. Calculation of Pay Time

1. All calculations will either be applied towards guarantee or towards as applicable.
2. Block hours for pay purposes will be the greater of scheduled or actual block time for each flight flown or credited.
3. PFEs will be paid the greatest of four separate pay calculations per trip. The pay credits generated on each trip will be applied towards their guarantee, unless their trip was conducted beyond scheduled working or rest periods. In such cases, the percentage of an awarded rig that occurred outside of a scheduled working or rest period will be paid as overage, regardless of the credit towards guarantee for the given month (otherwise known as Instant Overage).
4. Any flight pay earned for a trip that begins in one pay period but ends in the next pay period will be paid in each pay period on a pro rata basis based upon midnight Zulu of the last day in a pay period.

D. Explanation of Rig Calculations

1. Minimum Pay- The minimum pay credit for any trip shall be 3.0 hours.
2. Block hours for pay purposes will be the greater of scheduled or actual block time for each flight flown or credited.
3. Duty Rig- A PFE will be credited with a minimum of one (1) hour of flight pay for each one hour and forty-five minutes (1.75 hours) on duty (prorated for partial hours on duty).
4. Trip Rig- A PFE will be credited with a minimum of one (1) hour of flight pay for each four (4) hours spent on a trip or away from a domicile (prorated for partial hours).

E. Day off Pay

1. Incentive Pay Day - A PFE who volunteers for an IPD on a day off and is awarded an assignment by crew scheduling will be paid in addition to his monthly

guarantee. PFEs listing themselves for IPD's are volunteers until assigned a duty period by Crew Scheduling.

2. Involuntary Duty

- a. A PFE who is junior assigned (drafted) and reports to fly or on a day(s) off will be paid in addition to his minimum monthly guarantee.
- b. A PFE who is required to report for required (organized and planned) company meetings will be pay credited (1) one hour credit for (2) two hours of meetings up to a maximum of 3.0 hours towards guarantee and will be paid on a pro rata basis.

F. Cancellation Pay

1. If a PFE's assignment (including training events) is cancelled either before reporting or after reporting, he shall receive the minimum pay of 3.0 hours pay credit for the trip providing he remains available for the recovery period as described in this agreement
2. A PFEs scheduled for multiple duty periods during the same trip (multi day trip) that are cancelled must remain available during those assigned duty times on a reserve basis. Each duty period shall pay the minimum of 3.0 hours towards guarantee.

G. Deadhead Pay

1. PFEs will receive deadhead pay equal to one hour of pay credit for every two hours of deadhead time up to a maximum of 3.0 hour of pay per event (origin to destination) towards guarantee.
2. Deadhead time shall be calculated from one hour prior to scheduled departure time until 30 mins after scheduled arrival time.
3. Deadhead pay will be paid in addition to the applicable Rig calculation for time away from domicile.

H. Training Pay

1. Pay for attending simulator training for active PFEs (those currently flying the line) shall be 3.0 hours per course towards guarantee.
2. Active PFEs in ground school shall be compensated one hour of pay credit for every 2.0 hours of duty up to a maximum of 3.0 hours per course (day) towards guarantee.

3. Support PFE Pay - pay for attending simulator training for active PFEs (those currently flying the line) shall be 3.0 hours per course towards guarantee.
 4. Simulator Training Periods (course) consist of up to 4.0 hours of training.
- I. Special Qualifications Pay
1. PFEs conducting Check Airman, Group II N.R.F.O. (as defined in the NRFO manual), and parabolic flight operations shall be paid ten dollars (\$10) above his applicable flight rate for each hour flown or credited while performing such duties. PFEs are responsible for submitting for this additional pay via CrewNet.
- J. Instructor Pay
1. Pay for teaching simulator training shall be compensated one hour of pay credit for every two hours of duty up to a maximum of 3.0 hours per course (day) towards guarantee.
 2. Pay for teaching ground school, or classroom courses will be compensated one hour of pay credit for every 2.0 hours of instruction up to 3.0 hours towards guarantee.
- K. Out of Status Flying
1. No PFE may perform the duties of a PFE on a revenue flight.
- L. International Override
1. In addition to any pay credit generated by a trip, a PFE will receive a premium of three dollars (\$3.00) for each block hour actually flown on an international flight.
 2. The international override will be automatically paid on top of guarantee.
- M. Paychecks and Queries
1. PFEs are paid on a bi-weekly basis. Each paycheck will contain thirty (30) hours of pay reflecting the prorated guarantee, unless PFE is not eligible for guarantee. Hours flown or credited above the guarantee, and any additional earnings will be included in the overage pay check. The overage pay is the second pay check associated with each bid period.
 2. The Company will respond in writing to written payroll queries submitted by PFEs within five (5) working days of receipt. Any moneys owing to the PFE will be paid in the next guarantee check once the dispute in question is settled. Guarantee checks are the first pay check of each bid period.

N. Expense Allowance

1. A PFE will receive an expense allowance (per diem) of \$3.00 per hour pro rata for partial hours, while he is away from his permanent domicile beginning at ASON and ending at ASOFF.

O. FAR Limits

A PFE who is unavailable to fly because of reaching an FAR limit will continue to receive the minimum guarantee (per duty and period), unless they have reached such limits as a result of commercial flying outside of Amerijet. In such a case, the PFE will not receive any minimum guarantee and only be paid for time flown when available.

P. Absence

1. Approved Absence an absence from a rostered duty that is previously approved by crew scheduling will result in a 3.0 hour deduction from guarantee.
2. Unapproved Absence- an absence from a rostered duty that is not previously approved by crew scheduling will result in a 6.0 hour deduction from guarantee.
3. Leaves of Absence - PFEs on an approved leave of absence will be removed from guarantee.
4. Any PFE who is not available to fly for at least fifty percent of their rostered duties that is not covered by sick or vacation pay will be removed from guarantee for the period.

Q. Payroll Calculation:

The payroll formula for computing time earned towards guarantee and time earned towards overage, although somewhat complex looking is very simple. The formula allows the PFE to earn time towards overage for all duties outside of an RDP, regardless of the duty they are actually performing. This allows for a fair allotment of overage pay when a PFE works outside of a scheduled period (regardless of their actual duty) and is considered a win/win for the company and the employee. The formula is as follows:

X= Total Duty Time (ASON to ASOFF (irrelevant of domicile) outside of RDP
(16 Hour window from Rostered Sign On [RSON]))

Y = Total Rest Time outside of Planned Overnight/Layover Rest Period or RDP.

A= Sum of X and Y (Total time outside of Rostered Periods)

B = Total actual time away from Base. ASON at Domicile to ASOFF at Domicile

C = Overage Percentage

D = Highest Rig Value

E = Amount towards Overage

F = Amount towards Guarantee

$$X + Y = A$$

$$A / B = C$$

$$C \times D = E$$

$$D - E = F$$

Section 6 Travel Expenses

A. Lodging

1. The Company shall designate comfortable and adequate single occupancy lodging with individual bedroom and bathroom facilities for each crewmember at all overnight layover locations, other than the PFEs domicile.
2. In selecting layover accommodations, the Company will consider the safety and physical security of the premises, the cleanliness and quietness of the rooms, the availability of nearby eating facilities and the recommendations of the Union. It is the Captains responsibility to notify the Chief Pilots office of any deficiencies in the selecting of the hotel, however, any crewmember may voice a concern. The Chief Pilot will address the crewmembers concerns as promptly as possible.
3. The Company will make prompt inquiries into complaints related to deterioration of service at any facility which has been approved for layovers. Prompt remedial action will be taken in those cases where investigation affirms a deterioration of service.

B. Short Term Lodging

If a daytime layover is scheduled to exceed five (5) hours but less than ten (10) hours, the Company will provide a day room (double occupancy for PFEs of the same sex).

C. Lodging During Training Away from Domicile

During initial ground school training conducted away from their domicile, newly hired PFEs will be provided double occupancy lodging. All other PFEs shall receive single occupancy lodging while in training overnight away from domicile.

D. Payment for Lodging

1. The company will furnish or arrange lodging for PFEs who are scheduled or rescheduled to layover. Where possible, the Company will attempt to arrange direct bill for lodging or provide an alternative method of payment that relieves the PFEs of responsibility for payment on planned or unplanned layovers.
2. Expenses for non-direct billed matters shall be submitted to the company in a timely manner. Expenses will be submitted through Crewnet, and copies of the receipts will be either emailed or hand delivered to Crew Scheduling. Expenses with receipts submitted by Friday, prior to a payroll week, will be paid in the following week's payroll. When expenses are not approved, a PFE will be promptly notified, so that a timely clarification or correction may be made.
3. In circumstances when lodging is not previously arranged by the Company, the PFEs will be authorized to obtain lodging. PFEs shall stay in preferred hotels, where established, unless specific authorization is obtained for alternate accommodations.

E. Ground Transportation

The Company shall provide or reimburse Company directed transportation between airport and lodging facilities.

F. Parking

The company will provide cost free parking at a PFEs domicile.

G. Deadheading

1. General

- a. The company will provide airline transportation or ground transportation for PFEs from their domicile to their duty assignments and return, and between assignments on duty.

- b. The company will deadhead PFEs by air when available or by ground transportation when necessary.
 - c. PFEs may be required to deadhead on company aircraft when available.
- 2. Surface Deadheading
 - a. Unless otherwise mutually agreed, the company will provide surface transportation as necessary between airports and to return flight crews to the airport to which they are required to report.
- 3. Transportation
 - a. The company will reimburse for transportation expenses as necessary when away from domicile and conducting company business.

H. Captains Fund

- 1. Captains will be provided a cash fund to maintain during their employment with Amerijet. This fund is to be used for the normal cash expenses that occur during travel such as transportation and other cash related expenses. The intent of the fund is to minimize the amount of cash expenses a PFE must cover on a trip. All major expenses such as lodging, etc. are expected to be covered by the individual PFE utilizing credit cards and submitted as expenses to be reimbursed. All expenses submitted by Friday prior to a payroll week will be paid in the following week's payroll.
- I. Reimbursement for Inoculations, Visas, Photos, Airport and Passenger Charges, Taxes for Company Business.
 - 1. The company will reimburse PFEs who are U.S. Citizens for visas including photographs, if required to fly to a foreign country. For PFEs who are not US Citizens, the company will reimburse up to the equivalent fee for a US Citizen. All PFEs will be reimbursed for inoculations, airport, passenger charges, and/or taxes necessary for company business that may be required in order to fly to a foreign country.

Section 7 Hours of Service – PFE

A. Rest Periods

- 1. Rest Periods Procedures- the time when a PFE is not scheduled for or assigned a duty. These periods are commonly referred to as RRP's or Rostered Rest Periods, and are defined as follows;

- a. Rest periods begin (30) minutes after block-in or when the PFE is actually released by the company, whichever is later. The Captain is responsible for notification to crew scheduling if commencement of a rest period is delayed for any reason.
- b. It is the responsibility of the PFE to manage their rest periods adequately. In Domicile, a crew will be called (90) minutes prior to sign on time for their next duty, so PFEs should plan their rest accordingly.
- c. A crew call is not considered an interruption of a rest period provided it complies with Section 8, Scheduling and Section 7 A1, b above. PFEs that do not wish to accept a crew call will be responsible for ensuring they remain informed of the required sign on time.

B. Rest Period Categories

1. Domicile Rest

- a. In Domicile, a PFE will be scheduled to receive no fewer than 11.5 hours uninterrupted rest between sign-off to sign on.
- b. In Domicile, actual rest between sign-off and sign-on shall not be less than 11.5 hours unless meeting the minimum rest requirements stated below.
- c. In Domicile, a PFE may have his rest period shortened to a minimum of 10 hours provided his next duty period is not scheduled to exceed eight hours.

2. Actual Away from Domicile Rest

- a. When away from domicile, a PFE will receive no fewer than ten (10) hours uninterrupted rest from sign-off to sign-on, not inclusive of time defined in paragraph E of this section.
- b. The Captain is responsible for notification to crew scheduling if commencement of a rest period is delayed to the point that it will impact minimum rest requirements.
- c. Sign-on time will be pre-arranged with crew scheduling, by the Captain, prior to the commencement of the rest period when out of domicile.
- d. Crew calls will not be utilized in an outstation (away from domicile) unless specifically arranged between the Captain and Crew Scheduling. It is the responsibility of the Captain to verify the return to duty time with crew

scheduling prior to leaving the hotel and to advise the crew of any changes to sign on time.

C. Days Off

1. Rosters shall contain a minimum of [12] days off.
2. Days Off shall consist of the following:
 - a. Rostered Days Off - Rostered days off are those days off that are requested and awarded to a PFE. These periods are commonly referred to as RDO's or Rostered Days Off.
 - b. Rosters will contain a minimum of (9) Rostered Days Off per 28 day period, in domicile, unless otherwise provided herein. When requested bids and backup bids are unavailable due to seniority, crew scheduling will assign the RDO's.
 - c. Day Off- additional days off that are not bid on or awarded as RDO's in a given roster period. In addition to RDO's, rosters shall contain an additional (3) days off. All Days Off shall be clearly identified on the crewmember roster within 90 days of contract ratification.

D. Pro Rating of Days Off

1. If a PFE is unavailable for flight duty for part of the period, days off will be prorated (rounded up to the next full day off). Pro rating of days off will be calculated using the following formula:

$$\frac{\text{number of days available to fly in a period} * \text{number of bids allotted in a period}}{\text{number of days in a period}}$$

Example:

$$(\text{available 24 days in a roster period} / 28 \text{ days}) * 9 \text{ bids allotted} =$$

$$(7.71) \text{ or } (8) \text{ days off}$$

2. For the purposes of determining days off, if an RDP is scheduled to terminate before 2400Z and actually terminates subsequent to that it shall be considered to have terminated in the next calendar day.

E. Travel Time To/From Hotel

1. Travel time will not be included in the uninterrupted rest hours as stated in B 2 above.
 - a. Normal travel time to and from a hotel is fifteen (15) minutes. It is the Captains responsibility to notify crew scheduling if this time is exceeded. This notification must be done prior to the commencement of his rest period so that the rest period may be adjusted.

F. On Duty Limitations

1. Flight Time Limitations are as defined by applicable FAR's and FAA issued Operations Specifications. Should regulatory limitations change, their effect will be discussed with Union representatives.

Section 8 Scheduling – PFE

Amerijet utilizes the software product Geneva to manage the preferential bidding process. PFEs gain access to this system via the Internet using CrewNet.

All contact information for PFEs must be kept current in CrewNet including the primary contact number for crew calls. Crew calls will be initiated to the primary contact number listed in CrewNet at the beginning of the rostered period unless crew scheduling is otherwise notified of a change. PFEs may use any means of contact for a crew call including home phone, cell phone, or beeper providing they are capable of returning a call within 15 minutes of receipt. At least one contact number of a crewmember must be capable of accepting a voice mail message.

A. PFE Scheduling Committee

1. The company will recognize a committee known as the PFE Scheduling Committee made up of a combination of Captains and First Officers.
 - a. Each PFE shall be furnished with their initial bid award prior to any final award being published. PFEs may bring concerns regarding their bid award to the committee, or directly to crew scheduling. In either case the concerns will be evaluated and an answer will be provided to the questioning party.
2. The Union will advise the Company of who the participants of the Scheduling Committee are upon ratification of this Agreement. Any changes to the participants of the Scheduling Committee will be communicated to the Company.

B. Bidding Procedures/Review Process/Distribution

1. Bid award of schedules will be made by seniority, while taking into consideration specialized crew qualifications such as special island, parabolic ops, and crew score.
2. Bids shall be submitted and published via Geneva CrewNet.
3. Bidding for a period shall commence 28 days before the first day of the bid period.
4. Bidding for a period will close 18 days prior to the first day of a bid period.
5. The initial bid will be published to the PFE 12 days prior to the start of the bid period. It is the PFE's responsibility to review the initial bid to ensure his bids have been processed correctly. Concerns or conflicts with the initial bid should be brought to the attention of the Committee and/or Crew Scheduling as soon as possible, but in no case later than the following Friday by 2100Z, so that it may be addressed prior to publishing the final bid.
6. The final bid will be published no less than 6 days prior to the first day of the bid period.
7. Subsequent to the initial bid award PFEs may contact the Committee to discuss any discrepancy or related problem with the initial award.
8. The initial bid awards and final bid awards shall be published and available on the company web site, and if unavailable, via email, facsimile or telephone.
9. Final bid awards will contain all associated rostered duties for a particular bid period.
10. It is the responsibility of each PFE to complete and submit his bid in the time limits listed above. Failure to do so will result in the assignment of the schedule by Crew Scheduling, unless otherwise provided in this agreement.
11. PFEs shall print their final bid requests as confirmation they have successfully completed the bidding process. In the event a discrepancy arises during the time period the initial bid is published, the PFE shall present a copy of the printed bid summary as verification of their intended bid to crew scheduling so that their concerns may be addressed. PDF format/files or screen shots are acceptable as printed copies and/or may be emailed to crew scheduling for verification.

12. Rostered Days Off shall be bid in accordance with the bid procedures set forth in this Section 8.

C. Eligibility to Bid

A qualified PFE (one who has completed O.E.) prior to bid closing will be allowed to bid in his domicile, category and status.

D. Rostered Schedules

1. Rostered Duties - The rostered or scheduled time of duty periods will include the scheduled time of their component legs, deadheading, aircraft repositioning, reserve, training, ground school, simulator training, stations, block times, trip numbers, rest periods, days off, or other assigned duties. These periods are commonly referred to as RDP's or Rostered Duty Periods, as defined below.

2. RDP - The period of time during which a PFE is subject to the direction or control of the Company for purposes of flying, training, or performing other assigned or awarded tasks, commencing the later of:

- a. One (1) hour before his first scheduled flight departure (rostered sign on),
or
- b. The time he actually reports for an awarded or assigned task (actual sign on)

And ending:

- c. Thirty (30) minutes after the block in of his final flight before rest or
 - d. When the PFE is actually released for rest, or
 - e. When a PFE completes a task awarded or assigned by the Company.
3. The company will not roster a PFE for more than sixteen (16) hours of duty between rest periods.
- a. If permitted by applicable FARs, a duty period may be extended to eighteen (18) hours if a series of flights normally scheduled within sixteen (16) hours exceeds the planned duty time because of weather, mechanical or ATC delays.
 - b. If an operational duty is projected to exceed an RDP (16), a flight crew may choose to continue as long as no FAA rules are violated. The flight

crew may also choose to coordinate a crew rest period or another alternative with crew scheduling.

4. If a crew member is requested to leave earlier than the RDP, the period for determining rest will commence at the earlier requested sign on time. For the purposes of calculating overage, the original RDP will be used.
5. Reserve Duties are considered RDP's and will be clearly identified on both the Initial Bid Awards (Rosters) and Final Bid Awards (Rosters) with the symbol RES.
6. Sign-On Change - The Company may slide the duty period for a rostered duty, which begins in domicile, by up to +/- 2 hours. The company will provide the PFE 11.5 hours of notice of such change by telephone. Changes to duty periods outside of a domicile may be initiated at any time, providing that the PFE has received required rest. Once a Sign-On Change has been given for an RDP, it cannot be changed again if the crewmember has entered his required rest period, unless voluntarily accepted by the crewmember. A maximum of three (3) Sign-On Changes will be permitted per 28 Day Roster Period, unless voluntarily accepted by a crewmember. Sign-On changes will be noted on the crewmembers Current Roster in Crewnet. Sign-On Changes will comply with the quadrant restrictions in Section 8, sub-section D, number 7.
7. Scheduling of RDP's
 - a. Rostered Duty Periods shall be constructed with the following restrictions in place:

Duties starting between 2400Z and 0559Z shall be considered Evening

Duties starting between 0600Z and 1159Z shall be considered Night

Duties starting between 1200Z and 1959Z shall be considered Early

Duties starting between 2000Z and 2359Z shall be considered Afternoon
 - b. Rostered Duty Periods shall not be scheduled to roll backwards more than one quadrant without an intervening 48 hour period between sign-on's
 - c. Rostered Duty Periods shall not be scheduled to roll forward more than one quadrant without an intervening 48 hour period between sign-on's

8. Reserve Duty

- a. Reserve duties are scheduled as (16) hour periods.
- b. Reserve Duties are RDP's and are scheduled as RDP's.
- c. The company will maintain an adequate number of PFEs on reserve in each status and equipment necessary to fill the needs of the Company considering vacations, leaves and historical sick rates and training events.
- d. Reserve status is not base or domicile specific.
- e. For the purposes of calculating days off, a reserve day will not be considered a day off.
- f. PFE on reserve duty may be released from duty, at the discretion of the company, at any time.
- g. If a PFE is requested to and accepts flying on a scheduled RDO the duty rotation extends into or makes him illegal for a scheduled duty the PFE will still receive the reserve pay for the missed duty provided he make himself available for the remaining period of time following his rest requirement.
- h. A PFE not called for a duty during a reserve period by the fourteenth (14th) hour of the period will be considered automatically released unless otherwise notified by crew scheduling.

E. Roster Administration

- 1. All PFEs will have all contact numbers available to Crew Scheduling via the details section of CrewNet before the beginning of the roster period. Changes to a PFE's contact information during a roster period must be communicated to Crew Scheduling immediately. These changes must be updated into CrewNet as soon as practical. It is important for the PFE to understand that the contact information entered in CrewNet will be used as the direct contact info by Crew Scheduling for all crew calls, etc.
- 2. A PFE shall receive a crew call 2.5 hours prior to an assigned departure. Crew Call notification may be initiated via SMS messaging to PFEs, followed by phone call to the primary contact number if no response is received within 5 minutes. If a crewmember has listed additional contact numbers in CrewNet, the primary number will be called first, followed by calls to the additional numbers. If a voice mail or verbal message to another person is left, the message must state that the call is a crew call.

3. Crew Scheduling will make every effort to communicate changes to the crews regarding their scheduled duties. The primary means of doing this will be to utilize CrewNet in an effort to minimize interruptions to rest periods.
4. PFEs must return a crew call from Crew Scheduling within 15 minutes or they will be considered unavailable for the duty and replaced.
5. A PFE on reserve duty may be released at the discretion of crew scheduling prior to the end of their RDP. Such release from Reserve Duty will be documented on the crewmembers current roster in CrewNet. Such release will be communicated to the PFE by telephone (either directly or by voicemail) with a confirmation email with the time of the release from reserve duty. The release from reserve duty will be documented on the crewmember's current roster in CrewNet.
6. If a Trip is projected to exceed the RDP hours the company may:
 - a. elect to replace the crew,
 - b. shorten the trip so it may fall within the RDP,
 - c. overnight the flight crew for crew rest, or
 - d. deadhead a crew back to their domicile.
7. PFEs will not be rostered for trips that will interfere with a scheduled RDO. If a delay extends into an RDO, the Company will replace the RDO with an SDO on a mutually agreed upon day within the bid period. When a replacement RDO cannot be agreed upon within a bid period, the RDO will be replaced in the following bid period as an SDO by utilizing his alternate bids. When a PFE bids his SDO in the following bid period, it is the Company's responsibility to ensure he is awarded his SDO following the publishing of the initial bid award.
8. Junior Available
 - a. If no reserve PFE is available and no PFE has expressed an interest to pick up open time, when necessary to protect the integrity of flight schedules, a PFE may be assigned open flying not otherwise covered as follows.
 - b. Junior assignments will be made, starting with the most junior available PFE in category, status, and domicile, then the most junior available in the category, status, system- wide.

- c. A PFE may be drafted even if completing the trip causes him to fall below the minimum days off; provided that he will receive paid compensatory days off as necessary to restore him to the minimum. The days off below the minimum will be restored in the same or following roster period by mutual agreement between the PFE and the Company.
- d. Junior available assignments may be made by phone with Crew Scheduling speaking directly to the PFE (11.5) hours prior to an assignment. Junior available assignments made with greater than 24 hours' notice will be made by phone (including a message/voicemail) and via CrewNet duty/messages, or the company voice or e-mail system, or speaking directly with the crewmember.
- e. A PFE will not be junior assigned more than three (3) days in any roster period. Junior Assignments will be documented on the crewmembers Current Roster with the symbol JA.
- f. Junior Assignments will comply with the quadrant restrictions in Section 8, subsection D, number 7.

9. Open Time

- a. Posting of all uncovered flying shall be assigned as follows:
 - (1) Time sensitive openings may be published to PFEs via SMS messaging to the mobile phone listed in CrewNet.
 - (2) Non time sensitive openings shall be posted in CrewNet and/or the company e-mail.
 - (3) Once awarded, the open time not already covered by an RDP becomes part of the PFE's roster and will be considered as overage.
 - (4) A PFE requesting open time will submit this request, via CrewNet, as an IPD (incentive pay day) request.
 - (5) Assignment of open duties shall be awarded in following priority:
 - (a) A PFE assigned rostered duty during the scheduled work period.

- (b) A PFE on a reserve day who is projected to fly less than guarantee hours.
 - (c) A PFE on a reserve day who is projected to fly more than guarantee hours.
 - (d) A PFE who may be requested to go earlier or after an RDP
 - (e) PFEs who have requested additional flying or submitted an IPD, in order of seniority, providing the trip does not interfere with another RDP.
 - (f) Junior Available PFE
- (6) IPD Assignments will be communicated to the PFE by telephone, prior to the commencement of the required rest period. Assignments made more than 24 hours in advance may be made through CrewNet messages.

10. Sign On Time / Sign Off, Duties Outside RDP

- a. Should, for any reason, a PFE be delayed (from his domicile) in his departure and the originally scheduled segment legs cannot be completed within the originally scheduled RDP the company may release the PFE, shorten the segments so as to fall within the originally scheduled RDP, or assign a crew rest period, upon the completion of which he will complete the remaining trip segments. The scheduling of altered trip segments as described above will not interfere with a scheduled RDO or Vacation Day unless mutually agreed to by both parties.

11. Trip Trades/Swaps

- a. Trip trades for other rotations, reserve, or days off may be allowed subject to the following:
 - (1) Trip trade/swap requests shall be made via CrewNet. Once two PFEs have agreed to a trade, CrewNet will submit the proposal to Crew Scheduling for review and approval. Approval of a trade is at the discretion of Crew Scheduling and is subject to the forecasted company crew requirements.
 - (2) Once a trip trade is mutually agreed to by two PFEs, and has been approved by Crew Scheduling, the trade will become final and the

traded duties will be treated as rostered duties. Crew Scheduling will notify the PFEs of the approval or disapproval of the trade in a timely manner.

12. Absences

- a. Approved Absence - PFEs may request to be released from a Rostered Duty by Crew Scheduling when necessary. Approved Absences will result in a guarantee deduction of 3 hours. Approval of an absence is at the discretion of Crew Scheduling and is subject to the forecasted company crew requirements.
- b. Unapproved Absence- PFEs who are absent from work without prior approval, will receive a 6 hour deduction from their guarantee per day of absence unless the PFE is absent for more than one-half of their awarded duties. In the latter event, the PFE shall be paid for whatever pay credit hour they earn in that bid period. Unapproved absences will be reported to the Chief Pilots office for follow up.

13. Emergencies

- a. In the event of a hurricane or tropical storm threat to the South Florida area, all PFEs not assigned to vacation time or on sick leave will be required to contact Crew Scheduling and make themselves available for possible duty assignments, which may include evacuation of aircraft from the vicinity. An impending threat will be defined as the posting of an official storm warning (issued by the National Hurricane Center) for the South Florida area and will be considered an emergency situation.
 - (1) In the event of an emergency situation, the Company reserves the right to revert to the minimum FAR work rules until resolution of such emergency takes place. Emergency conditions are defined as the posting of an official storm warning. Prior to adopting such measures, the company will exhaust the use of applicable terms of this agreement.
 - (2) The company will solicit volunteers to be utilized in the event a hurricane or storm threat is imminent and will make every effort to utilize volunteers prior to other non-volunteer PFEs.

- (3) Volunteer PFEs will be used first in seniority order and then any remaining positions will be filled through junior assignments as set forth in this section.

14. Deadheading

- a. The Company will provide airline transportation or ground transportation for PFEs from their domicile to their duty assignments and return, and between assignments on duty.
- b. The Company will deadhead PFEs by air when available or by ground transportation when necessary or practical.
- c. PFEs may be required to deadhead on company aircraft when available. When a deadhead back to Domicile will interfere with a Vacation Day, the company will purchase an airline ticket on an earlier arriving flight if available.
- d. Deadheading is not considered rest time.
- e. Unless otherwise mutually agreed, the Company will provide surface transportation as necessary between airports and to return flight crews to the airport to which they are required to report.

Section 9 Intentionally Blank

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Section 10 New Aircraft Type

If, during the term of this Agreement, the Company acquires aircraft types other than the aircraft currently flown for use in its services, the Company will notify the Union within ninety (90) days of acquisition.

Section 11 Seniority

A. PFE Seniority

1. PFE seniority is the length of service as a flight crewmember, determined in accordance with this Agreement.

2. It shall begin to accrue on the first day a flight crewmember reports for the first day of initial ground school training.
3. It shall end on the last day a PFE is employed by the Company as a flight crewmember, unless extended in case of furlough, leave of absence, transfer to certain other positions, or as otherwise described in this Agreement. A PFE shall lose all seniority rights and his name shall be removed from the PFE system seniority list whenever he (1) voluntarily resigns, (2) is terminated for just cause, (3) retires, (4) becomes deceased, (5) is on furlough for a period in excess of twenty-four (24) months or, (6) is on medical leave of absence for a period in excess of three (3) years.
4. It shall be used for determination of schedule bidding and vacation bidding, promotion, base, equipment assignments and furlough and recall in accordance with the provisions of, and subject to exceptions, qualifications, and requirements set forth in, and as otherwise described in, this Agreement.

B. PFE System Seniority List

1. The PFE system seniority list shall contain the names of all PFEs who have seniority, in order of their seniority.
2. The system seniority list shall provide the current seniority start date (including any adjustments), the birth date for those placed on the system seniority list, the position (including management status or check airman if applicable) and the assigned equipment type, if applicable. When applicable, it will also show crewmembers on furlough that remain eligible for recall.
3. When two (2) or more PFEs have the same date of hire they will be placed on the PFE system seniority list in the following order:
 - a. Current employees of the Company will be awarded seniority in descending order, according to their length of service in non-PFE positions. The PFE with the longest Company service receives the lowest seniority number.
 - b. New hire PFE will be awarded seniority in order of age, with the oldest receiving the lowest seniority number.
 - c. The Company shall make available a system seniority list, current as of each bid period if there are changes, on the Company web page. In addition, the Company shall provide a copy to the Union.

- d. The Company shall submit to the Union within 10 calendar days of reaching a tentative agreement a PFE system seniority list. Initial verification and challenges to the provided list shall occur during the ratification process and shall be handled through the grievance and arbitration process, Section 24, as defined in the CBA. Each PFE will be provided with a copy of the list and shall have sixty (60) days to dispute their position on the system seniority list
- e. A PFE shall submit any dispute in writing to the Chief Pilot within sixty (60) days after a revised list has been posted, except that a PFE who is on vacation, leave of absence or furlough at the time of the list was posted may ask for a correction of any error affecting him within 60 days after returning to work. Any unresolved dispute will be handled through the grievance and arbitration process, as defined in the CBA.

Section 12 Probation

A. Probation Period

- 1. Except as provided elsewhere in this Agreement, a PFE shall be on probation from his initial proficiency check until the latter of twelve (12) cumulative months or the successful completion of his first annual proficiency check, but no later than the last day of the grace period. The probationary period shall be tolled by and shall not include any periods of time during which a PFE may be on furlough, leave of absence or holding a position other than that of an active PFE.

B. Disciplinary Standard

- 2. A PFE on probation shall not be entitled to utilize the grievance procedure and Board of Adjustment procedures of this Agreement with respect to any disciplinary action taken against him, including discharge, except when the Company's stated reasons for discipline, in whole or in part, would constitute a violation of Section 2, third or fourth, of the Railway Labor Act, notwithstanding *TWA v. IFFA*, 489 U.S. 426 (1989). However, all other provisions of this Agreement shall apply.

Section 13 Vacation – PFE

A. Vacation

- 1. Vacation accrual is based on active service starting with the date of hire.

2. Vacation time accrues on an anniversary date basis with accrual rates as shown below:

Completion of years of service Vacation to be taken:

After one (1) year.....	10 days	(equals 30 hours)
After two (2) years.....	18 days	(equals 54 hours)
After five (5) years.....	20 days	(equals 60 hours)
After fifteen (15) years.....	26 days	(equals 78 hours)

3. Accrued vacation shall be available for liquidation during the course of the year(s) following each anniversary date. Actual vacation projections and bids will be done based on the calendar year.
4. A PFE may elect to cash-out all or part of his vacation entitlement at the end of an accrual year.
5. If the Company requests and the PFE agrees to not use a vacation period, the PFE may cash-out the vacation or carry it over to the following year.
6. If the PFE involuntarily does not use vacation, the PFE may cash-out the vacation or carry it over to the following year.

B. Pay and Credit for Vacation

1. All vacation hours, either taken or cashed-out shall be paid at the PFE's current rate of pay at the time the vacation is taken or paid.

C. Vacation Bidding

1. Vacation bids will be awarded on the basis of seniority within a specific seat and equipment type.
2. PFEs may bid their vacation entitlement in any variety of daily increments as described below:
 - a. Primary Bid - Each year the company will post the allowable vacation allocations for the subsequent calendar year. Such posting will contain the allowable number of PFEs that may be on vacation, by status and bid period. PFEs will indicate their choices for the upcoming calendar year in any combination of whole day of increments as he desires. Primary vacation bids shall be awarded in seniority by seat and equipment type. All

primary choices shall be awarded, to the extent possible, prior to moving to Secondary Bids. Each PFE shall be responsible for submitting sufficient choices so as to cover his seniority during the primary bid award period. If the PFE does not submit bid he will not receive an award as a primary bid. Once awarded, primary bids shall not be changed, except as provided herein.

- b. The Primary Bid period will consist of at least a thirty (30) day period and will close on November 1, and will be awarded by December 1 of each year for the following year.
 - c. Secondary Bid -These choices are those remaining after completion and award of all primary bids and may be made throughout the calendar year on a first come first served basis. Secondary bid awards can be made at any time prior to the opening of a bid for a roster period.
3. PFEs wishing to cancel an awarded primary or secondary vacation must do so prior to the close of the bid period for the roster period during which the awarded vacation falls.
4. The Company shall as a minimum provide allocation for at least two (2) crewmembers from each status and category to be on vacation during each bid period, when the company has two or more aircraft in the same category flying active service. When the company has less than two aircraft in the same category flying active service, only one vacation allocation will be required.
5. The Company shall be responsible for making available sufficient vacation time for bid so as to cover the vacation liability for the upcoming calendar year. Once awarded vacation time cannot be swapped, without mutual consent of the Company and PFE. The Company shall make every effort not to unreasonably change a PFE's awarded vacation.
6. In the event that a PFE switches seat or equipment type, and the PFE's upgrade or transition training is in conflict with the PFE's awarded primary or secondary vacation, or in the event that the Company cancels awarded vacation, the PFE will be given the choice of: (1) Rescheduling the vacation period to a vacation slot acceptable to both the Company and PFE within the vacation year or (2) selling to the Company each awarded vacation day not used as a result of the training or canceled award.
7. In those roster bid periods where the Company has the capability to offer additional vacation, the Company will post the number of days available by seat,

equipment type and domicile. A PFE with unscheduled vacation time and PFEs wishing to exchange their previously awarded vacation may bid for it.

8. PFEs on authorized leave of absences shall be afforded the opportunity to bid in the normal bid process described above.

Section 14 Sick Leave - PFE

A. Accrual

1. A PFE shall commence accrual of sick leave from his date of hire at the rate of 9 days (2.08 hours per bid period) per anniversary year to a maximum of 60 hours.

B. Pay Treatment

2. A PFE will be charged for (3.0) sick hours for each rostered duty period missed on account of illness.

C. Notification

1. A PFE that is unable to report for duty (including training) due to illness or injury is responsible for reporting such to crew scheduling and the Chief PFE as soon as possible prior to his report time. Such notification shall be accomplished via telephone to crew scheduling. The Chief Pilot may be notified either by telephone or e-mail at the time of notification.
2. When reporting such inability to report for duty the PFE shall, to the best of his knowledge, advise crew scheduling the expected length of his absence.
3. When a PFE returns for duty he will be returned to the next applicable trip.
4. A PFE who is unable to report for a trip and who has insufficient time in his sick leave bank to cover his actual absence will have 3.0 hours per duty missed deducted from their guarantee.
5. A PFE, who at the time of a crew call, notified the Company that he is sick, will be considered to be a "no-show" for the trip and will have a 6.0 hour deduction per duty missed against their guarantee.

D. Doctor's Certification

1. The company may, where it has reasonable suspicion that a PFE is abusing his sick leave, require the PFE to provide a doctor's certificate to substantiate his need to be absent from duty. Absent reasonable suspicion of abuse, a doctor's

certificate shall not be required unless the absence is in excess of three (3) consecutive duty periods. A doctor for the purpose of this Section shall mean a M.D., D.O., D.D.S., or D.C.

E. Return to Duty

1. The PFE shall notify crew scheduling of his ability to return to duty and shall coordinate his return to duty with crew scheduling and the Chief PFEs office. PFEs will be considered on sick leave until such notification is received.

F. Sick Leave Accounts

1. A PFE's sick leave account balance will be placed on each payroll report.

G. Cash Out

1. A PFE may request to have unused sick hours paid as a "cash out". Requests for cash out shall be submitted to Crew Scheduling via e-mail. Requests shall be limited to a maximum of 10 hours per bid period.

Section 15 Leaves of Absence

A. Medical Leave

A medical leave of absence shall be granted to a PFE who is unable to work due to illness or injury, provided such illness or injury did not arise out of his employment with the Company. The period of the leave shall coincide with the duration of the disability up to a maximum of three years. If the PFE returns to work within three years from the

first date of missed work due to illness or injury, his Company seniority and longevity for pay purposes shall be restored. The PFE will be returned to his previously held category and status should he return within the three year period. If the category and status is no longer available, the PFE shall exercise his seniority to secure a category and status. A PFE returning from a medical leave of absence will be afforded proficiency or re-qualification training as described in Section 20 of this agreement.

1. Sick leave will be paid during medical leave of absence until it is exhausted. Vacation pay will be paid after sick leave is exhausted.
2. A PFE on medical leave of absence shall continue to be covered by the Group Medical Insurance Plan and may continue dependent coverage, so long as timely payments are made therefore, not to exceed a period of nine months after all

FMLA leave has been exhausted (if applicable). Thereafter, the company will process an administrative payroll separation and the PFE may continue group insurance coverage to the extent provided by COBRA, provided he complies with all COBRA requirements.

3. A PFE certified by a physician as unable to perform the duties to which he is assigned due to sickness, injury, or other medical condition(s) shall be placed on unpaid medical leave upon exhausting paid sick leave benefits. FMLA starts on the first day an employee is qualified as unable to work.
4. A PFE will retain, but not accrue, sick leave benefits while on leave of absence.

B. Bereavement Leave

1. In the event of a death in the PFE's immediate family (mother, father, step-parent, sister, brother, step-sister, step-brother, spouse, children, children for whom the PFE is legal guardian, mother-in-law or father-in-law, grandparents), the PFE shall be granted leave from three (3) rostered duty days with the Company for which he may use accrued sick leave or vacation days. The Company reserves the right to ask for proof of entitlement.
2. A PFE granted bereavement leave may utilize vacation and sick leave or an approved personal leave of absence to extend his bereavement leave, with Company approval.

C. Workers' Compensation Leave

The Company will grant PFE leaves of absence for a work related injury covered by The Florida Workers Compensation Laws. A PFE will be allowed to remain on worker's compensation leave, and continue to accrue seniority (for up to one year) for the period of time he receives temporary disability payments under the Florida Statute, or five (5) years, whichever is greater. A PFE on a worker's compensation leave shall continue to be covered by their group medical insurance plan, so long as he makes timely personal contributions, not to exceed one year(s).

D. Family Leave

A PFE who has completed twelve (12) consecutive months of service from the date of hire will be entitled to coverage (for up to twelve weeks in a rolling twelve-month period) under the Family Medical Leave Act (FMLA). In all cases of approved FMLA leave, a PFE will be paid from his available accrued sick leave account, and their accrued vacation account, until exhausted. A PFE on

intermittent FMLA will use his allotment of RDO's until exhausted, before requesting additional time off.

E. Personal Leave

1. When the requirements of the service permit, as determined by the company, a personal leave of absence, without pay, may be granted to a PFE who has successfully completed his first twelve months of line flying.
2. A personal leave of absence shall not exceed one year and may be granted for reasons such as family illness or education. Any plan to work on a personal leave of absence must be described in detail as part of the application. Changes in circumstances with respect to the reason for the leave and work plans that occur during a leave must be communicated to the Chief Pilot for approval. A personal leave of absence may, at the company's discretion, be extended up to one (1) calendar year if there are PFEs on furlough or if staffing levels permit.
3. A request for a personal leave of absence must be submitted in writing and requires approval of the Chief Pilot. The request must state the reason for the leave, the commencement and the expected date of return,

both of which must coincide with the respective beginning or end of the bid period. A PFE desiring to return to work prior to the date of expiration of the leave must give at least two (2) weeks' notice prior to the new

expected date of return and may only return to work early with company approval.

4. A PFE on a personal leave of absence may continue group insurance coverage to the extent permitted by COBRA, provided he complies with all requirements of COBRA.

F. Military Leave

A PFE will be entitled to all rights and privileges under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any other applicable law.

G. Maternity Leave

A PFE who has completed twelve (12) consecutive months of service from the date of hire will be entitled to coverage (for up to twelve weeks in a rolling twelve-month period). In all cases of approved maternity leave, a PFE will be paid from

his available accrued sick leave account, and their accrued vacation account, until exhausted.

H. Jury Duty

A PFE who is summoned for jury duty will not suffer any loss of pay, for a period of time of up to thirty days in a calendar year, or seniority as a result of performing jury duty. A PFE returning to work under this section will provide the Company with a jury release form. PFEs are responsible to notify Crew Scheduling in a timely manner of their obligation to Jury Duty.

I. General Rules for Leaves of Absence

1. A PFE returning from a leave of absence of less than twelve (12) months shall return to the status he held at the beginning of the leave. If the status is no longer available, the PFEs shall exercise his seniority to secure a status.
2. During a leave of absence, a PFE shall retain and accrue seniority and longevity for a period of up to 30 days. A PFE on leave for longer than 30 days shall retain and accrue seniority but not longevity.
3. A PFE's return to active service will be coordinated with his Chief Pilot. If training is necessary, the PFE will be assigned to the first available class to qualify him for the status to which he is returning and his return shall be delayed until the class starts. The PFE will be pay protected from the date he proposes to return provided that the Company is given a minimum of 45 days' notice to such date unless during the period of his leave, he has been offered and refused recurrent training.
4. Administration of medical and family leaves of absence, as described in this section, are the responsibility of the company. All requests for these leaves of absence should be submitted by the PFE on the form prescribed by the company, together with any supporting documentation, with a copy to the Chief Pilot. The company will respond to the PFE's request by informing him of the type of leave that will be granted, the length of the leave and any benefits that the company will make available during the leave with a copy to the Chief Pilot.
5. A PFE who is returning from leave will be allowed to bid for the next available roster period provided he is current and qualified to fly in status and will be available for line flying the full bid period.
6. A PFE shall retain but not accrue vacation or sick time while on a leave of absence, unless required by applicable law.

7. A PFE on leave must maintain contact with the Chief Pilots office on at least a quarterly basis. Failure to do so will result in termination of employment and removal from the seniority list.

Section 16 Filling of Vacancies- PFE

A. Vacancies

1. A Vacancy is an unfilled status established by the Company.

Vacancies will be filled by seniority-based bidding, and then, absent a bid from any PFE who is qualified and not disqualified under the provisions of this section, by assignment. New hire PFEs will be assigned to an equipment type by the Company provided the vacancies to which they are assigned have not been bid by any qualified and eligible bidder. New hire PFEs will be allowed to bid for open base positions.

2. Vacancies in a particular Status shall be filled at the discretion of the Company in accordance with the provisions of this agreement.

B. Permanent Bids

1. The Company shall post a Bid when there is an opening in any of the following: vacancy in status (specific to each equipment type), base change, upgrade, transition, temporary domicile/base, permanent foreign domicile/base, etc.
 - a. The bid will be open for a minimum of 14 days, and will indicate which vacancies are open and the Bid closing date.
 - b. Bids will be submitted to the Chief Pilots office via email (from an Amerijet email account) or in person, with an attached Resume showing the crewmember qualifications, as established by this agreement.
 - c. The Bids will be awarded and posted to the Company website no later than 28 calendar days after the bid closing date. The company may elect not to award a bid, or may cancel a bid award, prior to the effective date of the bid award. In such cases the PFE will maintain his prior status/domicile/equipment.
 - d. Once all open vacancies are awarded, the bid process is reset (no standing bid process allowed).

- e. This Bid process will be repeated every time the Company is in need of filling a vacancy as listed above.
 2. Special Qualification bids can be submitted to the Chief Pilots office at any time, and will be kept in a permanent file by the Company. This permanent file will be posted to the Company's website, and will be updated as the file changes.
 - a. PFEs selected for Special Qualifications generally demonstrate an advanced level of training, proficiency, in-flight management, or demonstrated skills required for company operations. The degree to which a PFE fulfills these skills/qualifications shall be determined at the sole discretion of the company.
 - b. PFEs may request to withdraw their bid at any time.
- C. Base Changes
 1. A PFE may bid for a Base vacancy at any time. Base vacancies shall be filled in order of the seniority of qualified bidders. Qualified is defined as successful completion of special island, parabolic training, and meet crew score requirements as applicable to the bid.
 2. When vacancies occur at a new Base, or in an equipment type not previously operated at a Base, the Company shall provide notification to PFEs at least 28 days in advance of its effective date.
 3. A PFE may not decline a Base selection after his bid has been awarded.
- D. Transitions
 1. Transition vacancies shall be filled in order of seniority of the qualified bidders, as described below. Unless the PFE has limited his options in his preference bid, a transition may result in a change of Base or equipment type or both.
 2. A PFE may remove his bid or decline his selection any time before the bidding closes for the period his training is scheduled. In the event the Company decides to replace the PFE who declined his selection for upgrade or transition, it shall choose his replacement from the same Permanent Bid File List used for the original selection, in order of seniority.
 3. In the even that an upgrade or transition award is made and then the planned training ground school is canceled, the bid award shall be canceled.
- E. Temporary Domicile/Base Vacancies

1. A temporary vacancy occurs when the Company determines there is a requirement for a PFE, in a Status, for a duration of not less than one bid period and no longer than four bid periods at the same time there is a temporary PFE excess in the same position at one or more other bases.
2. Temporary vacancies will be established through email notification to all PFEs a minimum of 28 days prior to the effective date.
3. Establishment of a temporary domicile allows for normal expenses allowed for an out of domicile trip (airline, hotels, etc.), however will be compensated at the rate of a domicile trip.
4. The Company may allow crews to bid to fill a temporary domicile vacancy in status. The company may also assign such temporary domicile to a PFE around their normal bid preferences on a bid period basis where the vacancy is less than a bid period.
5. If there is more than one bidder for a temporary vacancy, it will be awarded to most senior.
6. A PFE will be provided lodging at Company expense at the Temporary Base.
7. The Company shall provide one round trip positive space pass for a Temporary Base assignment.
8. By mutual agreement, the PFE may drive his own automobile to and from a Temporary base assignment and the Company will reimburse the PFE at the current rate allowed by the IRS for business travel.
9. For the purposes of pay, a PFE on Temporary Domicile duty will be compensated as in if domicile, with the exception of covered expenses as detailed in this section. Per Diem shall be paid for all time away from a PFEs permanent domicile.

F. Qualifications for Transition Training

1. Qualifications for transition Training shall be established and published by the Company within this agreement. The Company may waive, reduce, or make less the qualifications for any bid provided that such change applies equally to all PFEs participating in that bid.

G. Involuntary Filling of Vacancies

1. Should there be no bidder for a vacancy the Company may assign qualified PFEs in inverse order of seniority.

H. Seat Lock

1. A PFE is frozen in his equipment and seat until the later of twelve (12) months from his initial proficiency check or the successful completion of his first annual proficiency check in that seat and equipment. The Company may waive the requirements in this section.

I. (intentionally left blank)

J. Foreign Bases

1. Should the Company establish a foreign base, the provisions of this agreement shall apply with regard to moving expenses. Before opening a foreign Base, the Company will meet with the Union to resolve potential issues such as moving expenses, housing, cost of living, medical and dental assistance, local transportation, and schooling.

K. Realignment

1. Realignment occurs when aircraft positions at one base are moved to another base or bases and PFEs are repositioned to fill these positions.
 - a. The Company may implement a re-alignment by announcing it a minimum of 28 days in advance of its effective date in order for PFEs to have sufficient time to up-date their Permanent Bids.
 - b. Realignment is Position specific involving movement of PFEs on the same equipment type by seat.
 - c. Realignment involves the movement of positions between bases that results in no net gain or loss of positions.
 - d. Award of Realignment Positions will be accomplished through use of the Permanent Bid File in order of System Seniority by Seat and Equipment type (Position) of the PFEs being realigned.
 - e. Once the Permanent Bids of the realigned PFEs are satisfied, PFEs will be assigned to the unfilled positions inverse seniority order.

Section 17 Furlough and Recall – PFE

A. Furlough and Displacement

1. If a furlough becomes necessary, the Company may initially offer voluntary furloughs. Voluntary furloughs may be offered at Company's discretion due to operational necessity, and may be offered by equipment type and/or seat. A PFE accepting a proffer of voluntary furlough will, at his option, be paid for all unused, accrued and earned vacation and/or Sick time.
2. If voluntary furloughs are not sufficient to cover the needed reduction in force, or if voluntary furloughs are not offered, PFEs will be furloughed in inverse order of seniority.
3. PFEs to be furloughed will be notified in writing, via certified mail at the last address filed with the Company. Notice of furlough will be given at least fourteen (14) days in advance, or pay in lieu thereof, except in cases of emergency (see definition), strikes, Acts of God, or other causes beyond the control of the company. Copies of the furlough notice will be simultaneously furnished to the Union Base Representative via regular mail or email.
4. In the event of a furlough, a more junior PFE who possesses special qualifications may, at the company's discretion, displace a more senior PFE who does not possess such qualifications. Special qualifications include Check Airman, NRFO, Parabolic, Special Island, or trainer/instructor qualifications. Crewmembers may apply for these qualifications via the standing bid process as described in Section 16.

B. Recall

1. A PFE who is furloughed and subsequently recalled will retain, but not accrue seniority, during the furlough
2. A furloughed PFE will retain recall rights for a period of twenty-four (24) months from the date of furlough. In order to retain recall rights a PFE must keep the Company advised of his current contact information.
3. Recall will be accomplished in seniority order from those currently in any furlough status (voluntary or involuntary). If a PFE is on furlough he may continue such status until such point that he is the most junior PFE subject to recall, however, those PFEs on voluntary furlough will have first right of refusal.

4. Notification of recall shall be in writing by Certified Mail, to the last address the PFE has provided the company. The PFE shall have ten (10) days from receipt of the recall letter to notify the company of his intent to return to work. Unless otherwise extended, the furloughed PFE must report to duty within fourteen (14) days after he has notified the Company of his intent to return to duty.

A PFE who fails to accept recall will be considered to have resigned and shall forfeit their seniority, except if the provisions of Section 17, B-3 regarding passing of junior PFEs subject to recall above have been exercised.

In the month the PFE is recalled, his monthly guarantee will be prorated for the portion of the month during which he is in revenue service or training. Benefits shall be reinstated on the day the PFE reports for duty.

5. A PFE who fails to accept recall will be considered to have resigned and shall forfeit their seniority, except if the provisions of Section 17, B-3 regarding passing of junior PFEs subject to recall above have been exercised.
6. In the month the PFE is recalled, his monthly guarantee will be prorated for the portion of the month during which he is in revenue service or training. Benefits shall be reinstated on the day the PFE reports for duty.
7. A PFE who presents the Company with written evidence that he is unable to accept recall because of medical disability (including maternity), illness or injury may decline recall in accordance with the leave provisions of this agreement. The PFE shall be required to report within ten (10) days of his release from disability (including maternity), illness or injury.
8. A PFE returning from furlough shall be afforded proficiency training as described in Section (20) of this Agreement.

Section 18 Time Off Without Pay

A. Offering Time Off Without Pay

1. If the company has excess PFEs in a status, it may offer time off without pay to PFEs in that status.
2. When such time is available, PFEs will be authorized time off without pay in accordance with the seniority of those who have responded to the proffer. Time off without pay will normally be offered bid period by bid period.

3. If a time off without pay proffer does not coincide with the beginning of a bid period, or if the Company wants to establish a definite return date, the Company may set the time off without pay for any period of time

B. Benefits While on Time off Without Pay

1. During a time off without pay, a PFE shall not be paid, but seniority shall continue to accrue. Coverage under the Company medical and dental plans shall continue, provided all required employee contributions for such coverage are made in a timely fashion.

Section 19 Transfers to Management

A. Management PFEs

1. A management PFE is any officer, director, or manager of the Company, who, after qualifying to be a PFE, then serves in the Flight Operations Department or in a position with direct authority over the Flight Operations Department without having left the service of the Company.
2. A Management PFE shall retain and accrue Seniority and Longevity.
3. A Management PFE may only return to line flying when there is a vacancy in his position or status.

B. Other Non-Flying Positions

1. A PFE, who transfers to any position in the Company outside of Flight Operations other than as described in A above, shall be removed from the seniority list.

C. Management Line Flying

1. A Management PFE shall not be assigned to trips. However, this limitation shall not apply if such flying is needed:
 - a. To meet regulatory requirements.
 - b. To perform training, or supervisory duties.
 - c. To cover an open time trip as described in the Scheduling section of this Agreement.
 - d. To cover scheduled trips where crew vacancies occur when time does not permit the use of the open time provision of Section 8 (Scheduling).

e. To cover emergencies as defined in Section 8 (Scheduling).

D. Probationary PFEs Transferred to Management and other Non-flying Positions

1. After the effective date of this Agreement, any PFE who becomes a Management PFE or who transfers to another non-flying position prior to completion of his probationary period, shall be required to complete his probationary period if he returns to the line flying as a PFE.

E. Discipline of Management PFEs and PFEs in Non-flying Positions

1. A management PFE, or other non-flying PFE, as defined in Subsection B above, with retained seniority who is disciplined for any reason by the Company may not avail himself of the grievance and arbitration procedures contained in this Agreement.

Section 20 Training

A. General

1. Training Requirements

The Company will, consistent with the applicable FAR's, establish and uniformly apply training requirements for PFEs for initial, upgrade (UTP), transition, re-qualification, and recurrent training. The training requirements and course curricula will have standardized course objectives and defined methodology as outlined in the Amerijet International training manuals.

2. Company Provided Equipment and Training

PFEs will not be required to pay for training, nor will they be required to pay for equipment specific to training.

3. Hours in Training

The Company will schedule ground school training, in a calendar day, to not more than ten (10) hours.

a. Rest before training

A PFE will receive a minimum of nine (9) hours rest immediately preceding any training, and ten (10) hours immediately preceding a check ride (except a line check). Communication with the Chief PFE/Director of Training is required for this limit to be exceeded. A PFE may waive these requirements.

b. Briefings

Immediately prior to any flight training session, the instructor or check airman will brief the PFE on all maneuvers to be performed. Immediately following the flight training session, the instructor or check airman will critique the flight with the PFE and, for continuing training, review material to be covered at the next training session, if appropriate. RDP's for simulator training will include one hour for briefing and one hour for de- briefing.

c. Tests given in conjunction with FAA Approved Programs

All written tests will be multiple-choice, fill-in the blank, true-false, or oral examinations unless otherwise required by the FAA. A PFE who fails an oral or written test will receive training in the areas of weakness, followed by a second test.

B. Training Recommendations

The Company agrees to receive and review written recommendations made by PFEs to the Company regarding training facilities, procedures, or the training curriculum.

C. Simulators

1. A PFE will be afforded two (2) hours simulator time prior to his check-ride for training and familiarization with the simulator.
2. When a series of simulator periods are scheduled, the interval between consecutive periods should not be less than ten (10) hours. The Company will attempt to schedule such successive day training during similar times of the day.

D. Proficiency and Recurrent Checkrides and Line Checks

1. A PFE will not be given compounding emergencies or abnormal procedures during checkrides unless required by the FAA or the compounding occurs as a result of actions by the crew.
2. If additional recurrent training is required in a weak area, the checkride may be stopped at the discretion of the check airman and additional training provided before the checkride continues; provided, however, the check airman need not provide additional training more than twice during any checkride.
3. During checkrides, except for the PFE being checked, all crew stations will be manned by qualified PFEs or employees of the Company, manufacturer, vendor, or the FAA.

E. Initial, Upgrade, Transition, and Re-qualification training

1. A simulator period will not exceed four hours and fifteen minutes (4:15) including a fifteen (15) minute break as nearly as possible in the middle of the period. No PFE will be scheduled to perform as the primary subject of a performance evaluation in a simulator for more than two and a half (2½) hours, except when a PFE is performing an initial LOFT, recurrent LOFT, or recurrent flight training in lieu of a proficiency check, however, a PFE may volunteer to continue as a primary subject of training beyond his scheduled training period.
2. At least ten (10) days before extended training begins, if known, the Company will provide each PFE materials needed for the training course. The simulator training syllabus will be published and made available to the flight crewmembers on the Amerijet manuals website. This will include appropriate maneuvers and approach plates to be used.
3. Extended training will be scheduled for not more than six (6) consecutive days followed by one (1) day off. Days in training will be determined by the Training Department.
4. If a training course is interrupted for unforeseen reasons, the Training Department may release a PFE to perform line duties, in any equipment he is current and qualified in, until such time that training can resume. If training is interrupted for more than seven consecutive days, the affected PFE shall be permitted to repeat the stage/segment of training that he had taken prior to being released to perform line duties. Interruptions do not include absence for sick, vacation or other PFE requested leaves.

F. Attempts to Qualify

1. During each attempt to qualify, a PFE will be given the complete approved flight-training syllabus up to 100% of the syllabus, if needed.
2. A PFE who is not recommended for or fails to pass his first check ride will be removed from flight status and provided up to (4) hours of additional training in the areas in which he failed to demonstrate proficiency, followed by a second check ride. Upon a successful completion of their re-check they will be reinstated on flight status. If a PFE fails to pass a check ride for a second time then he will be removed from payroll.

G. OE and the Initial Line Check

A PFE, who successfully passes training, will receive OE training as needed; provided that, if a PFE is not recommended for a line check after 100% of the

required hours of OE, or a PFE who fails a line check after completing OE, the Company may extend his OE and provide additional training. In no case will additional OE be given beyond an additional 50% of time. PFEs failing to receive a recommendation for a line check at this time will be considered to have unsuccessfully completed the training process.

Section 21 Instructors and Check Airmen

A. General

1. Instructors and Check Airman

- a. Check Airman consist of Check PFEs
 - b. Instructors consist of qualified ground school or simulator trainers.
 - c. An airman for line check PFE or check duty shall be selected at the Company's discretion.
2. Unless otherwise stated in this agreement, Amerijet Check Airman qualifications are as follows:
- a. Must meet the requirements outlined in FAR 121.411.
 - b. Meet the requirements of Amerijet International GOM
 - c. For Check PFE, PFE-In-Command (PIC) for Amerijet International for (1) year, and 2000 hours in the associated equipment type
 - d. Complete check airman/ instructor evaluation administered by the Chief Pilot, Training Manager or an Amerijet Check Airman.
 - e. Receive approval of the FAA to conduct such activities.
3. Amerijet Check Airman and Instructors are covered by this collective bargaining agreement.

B. Flight Status

1. Amerijet Instructors and Check Airman are subject to the same bidding for days off, domiciles, and equipment and other benefits as described in this collective bargaining agreement.

Section 22 Medical Standards

A. Medical Examinations

1. A PFE will not be required to submit to a medical examination in addition to those required by the FAA unless the Company believes that the PFE's health or physical condition is impaired and believes that the PFE may not be fit to fly as a result thereof.
2. If the Company questions the fitness of a PFE for duty, the Company may require the PFE to submit to a medical examination by a Company designated medical examiner and will notify the PFE in writing of such requirement. The PFE will be furnished a copy of the medical examiner's report. The cost of any such examination shall be borne exclusively by the Company.
3. A PFE asking to return to duty after being medically disqualified by his own physician may be asked to provide a physician's statement as to fitness for duty at the PFE's expense.
4. The Company will notify the PFE of any medical matters concerning the PFE that it intends to initiate with the FAA.

B. Second Opinion and Independent Examiner

1. A PFE who fails to pass a medical examination described above may have a review in the following manner:
 - a. Within fifteen (15) days of the date the PFE is furnished with a copy of the Company designated examiner's report, the PFE may employ a qualified medical examiner of his own choosing and at his expense to conduct a medical examination for the same purpose as the one conducted by the Company designated medical examiner.
 - b. A copy of the findings of the medical examiner employed by the PFE will be furnished to the Company within fifteen (15) days after the PFE receives such report. If such findings are consistent with the findings of the Company designated medical examiner or if the PFE fails to furnish such report within (15) days, no further review of the case will be afforded.
 - c. If the findings of the medical examiner employed by the PFE are furnished to the Company in a timely manner and they disagree with the findings of the Company designated medical examiner, the company will, at the written request of the PFE, allow the two (2) medical examiners to agree

upon a third qualified and disinterested medical examiner for the purpose of making a further examination.

- d. The case will be settled on the basis of the third medical examiner's findings.
 - e. The expense of employing the third medical examiner will be shared equally by the PFE and the Company. Copies of such medical examiner's report will be furnished to the Company and the PFE.
 - f. In the case where the opinion of the independent medical examiner overrules that of the Company medical examiner the PFE shall be immediately reinstated and shall suffer no loss of pay for the period involved.
2. Medical information obtained through any examination will be kept strictly confidential.
 3. This section is not applicable to drug and alcohol testing.
 4. However, nothing in this section shall be construed to deny the PFE his rights to normal FAA and NTSB appeal procedures.

C. FAA Medical Certificates

1. Every PFE shall maintain the FAA medical certificate by the FAA for the position he holds.
2. A PFE who wishes to maintain his eligibility for a Captain's position will maintain a first class medical certificate.
3. Each PFE must have a copy of his FAA medical certificate on file in the Training Records Department by the 25th day of the due month.
4. The Company shall notify each PFE of medical expiration no later than the first seven (7) days of the due month via Company e-mail, CrewNet, or other electronic means.
5. Each PFE shall maintain a first class medical in accordance with ICAO regulations.
6. A PFE who loses his medical certificate altogether shall be placed on medical leave of absence and shall be eligible to return to duty as provided in Section 15 of this Agreement.

Section 23 Discipline, Discharge and Disqualification

A. Representation

1. A PFE is entitled, upon request, to have a Union Representative or other Company employee accompany him (telephonically, if necessary) to any meeting that might reasonably lead to disqualification, discipline or discharge.
2. The Company will provide at least twenty-four (24) hours' notice (excluding vacation) of any such meeting in order for the PFE to obtain representation. The Company will provide reasonable and sufficient notice for the following exceptions:
 - a. Aircraft accidents or incidents, or violations of FARs; or
 - b. Serious misconduct, which requires an immediate investigation that might otherwise be compromised.
3. The Company may not withhold a PFE from duty without pay for more than three (3) days pending an investigation, except for alleged violations of the Company's drug or alcohol policy, or when the PFE is not complying with a reasonable Company order to appear for a meeting.
4. Any meeting, investigation or hearing regarding any disqualification or disciplinary issue shall be conducted at the company's primary operations base unless an alternative facility is mutually agreed to by both parties.
5. The Company will make reasonable accommodations in scheduling meetings to enable a Union Representative to attend the meeting.

B. Notices and Decisions

1. All notices of disciplinary action or discharge shall be in writing and shall state the specific reason(s) for the action.
2. Copies of all such notices will be mailed to the PFE and the Union's business agent within five (5) business days of the discipline or discharge.
3. A PFE may respond to a disciplinary notice. The response will be placed in his personnel file.

C. PFE Meeting

If the PFE requests, a meeting will be held within ten (10) business days (excluding vacation), at the company's primary operations base, to review the

basis for the Company's disciplinary action and provide an opportunity for the PFE to testify and review the Company's supporting documentation.

Following the meeting and any further review prompted thereby, the Company will provide the PFE and the Union prompt written notice of its decision to void, modify, or maintain its original disciplinary action. The PFE will be allowed to bring a Union Representative to the meeting.

D. Use of CVR and FDR Information

Cockpit Voice Recorder and Flight Data Recorder information may not be used as the sole source of evidence in a disciplinary proceeding against a crewmember, and may instead be used only for corroborative purposes.

Section 24 Grievance Procedures - Disputes of Application of Contract

Language

A PFE is encouraged to resolve any matter or event adversely affecting him, including any disciplinary action and any Company action or decision that he believes is in violation of the Agreement through an informal discussion, in person or otherwise, with the Chief Pilot. The PFE may choose to have this informal discussion in the presence of his Union Representative.

If the matter is not resolved through informal discussion, the PFE may put his complaint in writing. The grievance process shall be handled as set forth below.

A. Step 1 – Appeal and Chief Pilot Investigation and Decision

If the PFE disputes the Company's disciplinary action or feels the collective bargaining agreement has been violated, the PFE may file a grievance. In order to be timely, such grievance must be filed within fourteen (14) calendar days following the date the PFE receives the Company's written disciplinary notice, or feels the collective bargaining agreement has been violated or the written notice of the Company's decision after the meeting. The Union shall submit the written grievance, setting forth a statement of facts and relief sought, to the Chief Pilot or his designated representative. If there has not been a PFE meeting as described above, the Chief Pilot shall provide the PFE with an opportunity to be heard and the Union the opportunity to review its supporting documentation, upon written

request. The Company will make reasonable accommodations in scheduling meetings to enable a Union Representative to attend the meeting.

The Chief Pilot shall evaluate and render this decision as soon as possible, but no later than fourteen (14) calendar days after receipt of the grievance, or after the Step 1 meeting, if one was requested. Failure to answer within such time shall constitute denial of the grievance which may then be processed to the Board of Adjustment. During the Company's response period, the Chief Pilot shall afford the Union an opportunity to meet with him for the purpose of discussing possible resolution of the grievance.

B. Step 2 – Appeals

1. If the decision of the Chief Pilot is not satisfactory to the employee, the grievance and the decision may be appealed to the Director of Operations. The appeal must be submitted by an accredited Union representative within ten (10) calendar days of receipt of the decision rendered by the Chief Pilot. The Director of Operations shall evaluate and render a decision as soon as possible, but no later than fourteen (14) calendar days after receipt of the grievance. If no response is received within fourteen (14) calendar days, the grievance may be submitted to the next step (Appeal to the Vice President of Human Resources).
2. If the decision of the Director of Operation is not satisfactory to the employee, the grievance decision may be appealed to the Vice President of Human Resources. The appeal must be submitted by an accredited Union Representative within ten (10) calendar days of receipt of the decision rendered by the Director of Operations. The Vice President of Human Resources shall evaluate and render a decision as soon as possible, but no later than fourteen (14) calendar days after receipt of the grievance. If no response is received within fourteen (14) calendar days, the grievance may be submitted to the next step (System Board of Adjustment).

C. Grievance Paperwork in Writing

All grievances handled under this procedure will be in writing, on a form provided by the union, and will be signed by the employee. A copy of all grievance answers will be given to the Local Union.

D. Discussions during Working Hours

An employee who has a grievance may attend meetings with the Company regarding the grievance during regular work hours and may be accompanied by a Union Representative.

E. Failure to Appeal

If any decision made by the Company under the provisions of this Article is not appealed by the employee affected through his authorized representative within the time limit prescribed herein for such appeals, the decision of the Company will become final and binding.

F. Exoneration

If, as a result of a decision in any of the steps of the grievance procedure, an employee's disciplinary decision is changed or modified, such changes shall be noted in all appropriate personnel and payroll records, including back pay or reinstatement where appropriate.

G. Step 3 – Board of Adjustment

If the decision of the Vice President of Human Resources is not satisfactory to the employee, the grievance decision may be appealed to the Board of Adjustment within thirty (30) days of its denial at the previous step, or thirty (30) days after the fourteenth (14th) days with no response from the Vice President of Human Resources).

Section 25 System Board of Adjustment

A. Establishment and Purpose

In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of this Agreement and which are properly submitted to it. This Board shall be known as the Amerijet PFEs System Board of Adjustment.

B. Composition of the Board

Each Board shall be composed of two (2) members: one selected by the Company and one selected by the Union.

1. The Company and Union members of the Board shall continue to serve until such time as the party selecting the member shall select a successor.
2. The Company and the Union members of the Board shall alternate as Chairman and Vice-Chairman of the Board on a yearly basis with the Chairman position being held by the Union member in odd-numbered years.

C. Jurisdiction of the Board/Arbitrator

The Board and/or arbitrator shall have jurisdiction only over any dispute which arises out of a grievance concerning either (1) discipline (including disqualification or discharge) or the grievant(s), or (2) an alleged breach of the terms of this Agreement, including an interpretation or application of any of the terms of this Agreement, as it affects the grievant(s) (which may include the Company or the Union), when such a grievance has been processed pursuant to the procedures set out in this Agreement.

1. Neither the Board nor the arbitrator may modify the terms of this Agreement or any other Agreement between the Company and the Union.
2. Every grievance, except a grievance protesting the discharge of a PFE by the Company, shall be heard first by a two-person Board, unless the Company and the Union agree to have the dispute heard directly by the neutral arbitrator, alone.
3. An appeal protesting the discharge of a PFE by the Company shall be heard by a three-person Board of Arbitration unless the Company and Union mutually agree to have the dispute heard by a two-person Board.
4. Board hearings, except for discharge cases and PFEs on furlough, shall be conducted at the Company Headquarters, unless the Company and the Union agree to an alternate location. In the case of a discharged or furloughed PFE, the Board hearing shall be conducted at a mutually agreed location.

D. Decisions of the Board

1. A majority vote of the Board shall be competent to make a finding or decision with respect to any dispute submitted to it in accordance with this Agreement. Such finding or decision shall be final and binding upon the parties to the dispute.
2. If a two-member Board is unable to agree upon a finding or a decision, it shall forthwith provide written communication to the Company and the Union. In such event, the Union may appeal the grievance to Arbitration within thirty (30) calendar days following notification of the deadlock.

E. Procedural Rules

1. A grievance or appeal submitted to the Board shall include:
 - a. The grievant(s) name, address, status and date of hire;
 - b. The Unions statement of the question(s) at issue; and

- c. A copy of the grievance;
 - d. Two (2) copies of the material shall be submitted to the Board
2. In the case of a grievance disputing the discharge of a PFE by the Company, the Board shall set a date for hearing no later than thirty (30) days from the date of its submission that is mutually acceptable to both the Company and the Union. Location of the hearing will be mutually agreed upon by the Board Members.
 3. For grievances other than those provided for in Paragraph E-2 above, the Board shall meet during the second week of March, July and November of each year, providing that at such times there are cases filed with the Board for its consideration. The Board will continue in session until all matters before it have been decided, deadlocked, or by mutual agreement of the Board, deferred for later action, unless the parties otherwise mutually agree.
 4. Board hearings, except for discharge cases and PFEs on furlough, shall be conducted at Company Headquarters, unless the Company and the Union agree to an alternate location. In the case of a discharged or furloughed PFE, the Board hearing shall be conducted at a mutually agreeable location.
 5. The grievant(s) may be heard either in person, by a union representative, or as they may respectively select.
 6. Findings and decisions of the Board shall be clearly stated in writing and in each case a copy of the findings and decision shall be furnished to the Company, the Union, and such PFE or PFEs who are parties to the dispute.
 7. Expenses of the Board for meeting places, if any, and those expenses incurred by reason of the participation of the arbitrator, shall be borne one-half (1/2) by the Company and one-half (1/2) by the Union. The Union Board member shall not suffer any loss of pay or benefits while serving as a Board member. Each party shall bear its own respective expenses in the presentation of any case to the Board and/or arbitrator.
 8. The Board shall keep a complete and accurate record of all matters submitted for its decision and of all findings and decisions made.
 9. When the parties mutually agree, the record of all proceedings before an arbitrator or three-member Board shall be made by a Court Reporter whose fee shall be borne one-half (1/2) by the Company and one-half (1/2) by the Union. If the parties do not mutually agree, either party may arrange for a record of such proceedings by a court reporter at its own expense. Should the other party then

request a copy of the record, the court reporter fees will be shared as provided above.

10. In the event a PFE chooses to be represented in a grievance or before the Board and/or arbitrator by a representative other than the representative designated by the Union, the PFE shall be responsible for the fee, if any of such representative of his choosing and for any expenses of the proceeding that the Company and the Union do not agree to share.

F. Neutral Arbitrator List

1. Whenever a neutral will be required as a third Board member, the Company and the Union will promptly attempt to agree on a neutral. If the parties are unable to agree on a neutral arbitrator, either party may request selection by the alternate strike method from a panel of seven (7) names supplied by the Federal Mediation and Conciliation Service ("FMCS").
 - a. Under the alternate strike method, each party shall alternately strike the name of an arbitrator from the list of neutrals, with the last remaining neutral being the one selected.
 - b. The parties will alternate in striking first: in odd-numbered grievances the union will strike first, and in even-numbered grievances the Company will strike first.
2. The parties shall petition the Federal Mediation and Conciliation Service for arbitrators who are members of the National Academy of Arbitrators and who maintain offices in the FMCS's Southeast Region.
3. During this Agreement, the Company agrees to file (and pay the filing fee) for each form R-43 or successor form filed with the FMCS in an attempt to obtain a panel of seven (7) names.

Section 26 General

A. Providing Company Materials

The Company will provide PFEs with Company Manuals, Company insignia and the safety vests required to be worn by the PFEs while on duty. The PFEs will be responsible for such items and will, if such items are lost or negligently damaged, be required to reimburse the Company for the cost of replacements. Upon termination the PFE must return such items or reimburse the Company for the cost thereof.

B. No Liability for Damaged Aircraft

No PFE will be required to pay for any Company aircraft unintentionally damaged while in the service of the Company.

C. Personnel and Training Files

1. The Company shall maintain Personnel files on each PFE which shall contain, at a minimum, all documents and materials required to be maintained by the PFE Records Improvement Act.
2. For active employees, the Personnel and Training records maintained by the Company will be open for inspection and photocopying in conjunction with an official of the Company during normal business hours.
3. A PFE who is no longer employed by the Company (such as a discharged PFE or a voluntary resignation), may make a request in writing (email or standard mail) to the Chief Pilot's office for copies of their Personnel records within ninety (90) calendar days from employment separation. The Company shall within ten (10) business days of the request, provide such records via email or standard mail. Upon receiving a written request from a separated PFE (such as a discharged PFE or a voluntary resignation), the company will provide copies of their training records maintained in accordance with the PFE Records Improvement Act. Records will only be available during the period required under this Act. Records (Personnel or Training) will only be mailed or emailed to the PFE in response to this request.

D. Orders in Writing

1. PFE assignments, promotions, demotions, furloughs and leaves of absence shall be reflected in writing.
2. The Company shall print sufficient copies of the Agreement to provide a copy to each current and newly hired PFE.

E. Use of Gender Specific Pronouns

Masculine pronouns used herein shall include the feminine gender, unless specifically provided otherwise.

F. In-flight Amenities

1. Coolers and microwaves will be provided by the Company for all PFEs while assigned to flight on Company aircraft. Microwaves or equivalent heating device shall be installed on all Amerijet large Transport category aircraft (excluding the

727) and will be kept in good working order. An ice machine will be available at the company's main base of operation. The Company will make its best efforts to acquire/install/create applicable approved engineering to enable such installations.

2. Toilets to be placed on all airplanes. Company to maintain and clean the toilets. All aircrafts to be evaluated for possible lavatories installed when sent to C-Check. Any large transport category aircraft, other than the B- 727, acquired by Amerijet will have a working lavatory.

G. Protective Clothing

3. The Company will provide adequate protective clothing for PFEs who are required to perform normal ground duties in any area where such clothing is required by the company.

H. Equal Application

4. In accordance with the established policy of the Company and the Union, the provisions of this Agreement will apply equally to all PFEs hereunder regardless of color, race, creed, sex, age, disability or national origin. The Company and the Union also recognize the desirability of maintaining the national policy of providing equal opportunity to all persons and agree to actively work toward the continuance of that policy.

I. Engine out Ferry Flights

The PFE-in-command on engine out ferry flights operated by Amerijet PFEs shall be a N.R.F.O. qualified PFE.

J. Captain's Jump Seat Authorization

The Captain of record for a flight shall authorize jump seat privileges to personnel as authorized by Flight Operations' policy.

K. Functioning AutoPFE

The Company shall make its best efforts not to plan an aircraft departure from a maintenance base with an inoperative auto PFE.

L. Computer Flight Plans

The Company will provide completed Computer Flight Plans for all flights. When communications issues exist, a manual flight plan will be communicated to the crew as per approved GOM procedures.

M. Publishing of Agreement

Within sixty (60) days of ratification of this Agreement, the Company will publish electronically, a pdf copy of the agreement for ease of access to all PFEs. Any letters of understanding, amendments, or addenda subsequently agreed to shall be published in

a similar format within thirty (30) days after such changes or additions have been made.

N. Flying into a War Zone

Flights into a war zone shall be on a voluntary basis. If the Company does not secure a sufficient number of volunteers, flight into a war zone shall be junior assigned. The Company and the Union will discuss any contemplated flights into an area that is considered to constitute a war zone. An area will be considered a war zone when the insurer increases the aircraft hull insurance by more than 25%.

Regardless of war zone, any PFE who becomes missing, is illegally interned, is held as a prisoner of war, is hijacked or is held hostage while engaged in flight operations for the Company will be paid each month, for a period up to a maximum of twelve (12) months or until found, released or death is established, whichever occurs first. Monthly compensation will be determined by averaging the PFE's last three (3) full months of compensation with the Company, less legally mandated deductions and deductions previously authorized by the PFE.

The monthly compensation set forth above, will be credited to such PFE on the books of the company and will be distributed according to written directions from the PFE. The Company will require each PFE to execute and deliver to the company a written direction in the form set forth in Attachment B.

In the event a PFE due compensation under this section has not completed a written direction as indicated above or the written direction does not cover the situation, such compensation will be held in an interest bearing account at a Federally insured financial institution until the PFE is found or released and is able to claim the compensation. In the event of the PFE's death, the proceeds of said account will be paid to the legal representative of the PFE's estate.

A PFE receiving benefits as set forth in this section will continue to accrue seniority and longevity until found or presumed dead.

O. Contracting Out of Amerijet PFEs

In the event the Company contracts with another air carrier to provide Amerijet Cockpit PFEs with such air carrier, such PFEs will be subject to all of the provisions of this Agreement.

P. Captain of Record

Except as otherwise set forth herein, where the company assigned two (2) captains to a flight, the senior captain shall be the captain of record. If the Company assigns two (2) captains to a flight and one captain has a lower crew score, the Company may designate the captain with the lower crew score as the captain of record so that he may obtain additional hours, providing he meets all the remaining required qualifications of the flight.

Q. Use of Electronic Documentation

The primary format of written communication and documentation, including all company manuals, will be electronic. Whenever use of the terms "print", "distribute", "make available", "publish" or other terms relating to the distribution of manuals, documentation, or correspondence throughout this agreement are used, they will refer to electronic means. The company will make available, at each station/base, the use of computers and printers for the PFEs use.

R. Cashing Out of Pay Credits

1. A PFE may request to have unused sick or vacation hours paid as a "cash out". Requests for cash out shall be submitted to Crew Scheduling via e-mail.
2. Payment of such requests shall be limited to a maximum of 10 hours per bid period.
3. PFEs leaving the company in good standing, with proper notice (two weeks) shall have all unused sick/vacation time cashed out.
4. PFEs who do not leave the company with proper notice (two weeks) will not have cash out requests granted.

S. Management of Pay Credits

The Company will publish on each pay check the balance of pay credits for sick and vacation.

T. Telephonic Communications

As a matter of routine practice, all telephonic communications between PFEs and the Company may be recorded and the Union and PFEs hereby consent to such recordings. A PFE with an ongoing dispute or disciplinary action, along with a

Union Representative, may listen to any recording associated with said dispute or disciplinary action. Access to the recordings will be processed and coordinated through the VP of

Human Resources as needed. Review of such recording in accordance with this section shall be conducted after the completion of Step 2, and prior to the completion of Step 3 of the grievance process at a time mutually agreed by both parties.

Section 27 Benefits – PFE

A. Insurance

1. The Company will continue current plans for medical, dental, AD&D, life insurance and vision and will provide a disability plan as per the status quo.
2. The company shall make the union aware of each yearly plan adjustment applied uniformly to plan members.

B. 401(k) Plan

1. The Company will continue to offer the current 401k plan, with a minimum match contribution of 2% (2% floor).
2. The company shall make the union aware of each plan adjustments applied uniformly to plan members.

Section 28 Union Representation

A. Bulletin Boards

1. The Company agrees to provide space in an area accessible to PFEs at each PFE Base on which the Union may place a bulletin board to be used for the posting of notices relating to Union meetings and other Union matters.
2. The Union will assume responsibility for any bulletin boards in place and being used for the above purpose on the effective date of this Agreement.
3. Notices posted on such bulletin boards shall not contain political or inflammatory material or material that is derogatory with respect to the Company or its employees.

- a. The Union EXCO Chairman, or his designee, is responsible for screening and posting the materials under glass.
 4. In addition, the Union may place a Union Information Binder at each Base.
 5. The Union shall not otherwise distribute or post materials on the Company's properties.
- B. Address List
- The Company shall provide to the Union each quarter a list of the most current mailing and company email addresses of PFEs covered by this Agreement.
- C. Union Access
- The Company agrees that a Local Union President, or Representative, after notice can enter the Company's premises during working hours for the purpose of adjusting disputes and/or observing working conditions in a reasonable manner. When an International Union Representative, or designee, wishes to enter the premises, a proper request will be made to, and prior permission granted by, the appropriate Company official such as VP of Human Resources, the Director of Operations, or such other Company Representative as is designated by the Company.
- D. Union Committees
- The Union periodically will appoint committees to interface with the PFEs and Company representatives as provided in this Agreement. The Company shall be provided a list of existing committees and rosters of their members.
- E. Right to Union Representation
- A PFE who the Company requires to be interviewed or questioned with respect to any matter that could result in discipline shall be entitled to Union representation if the PFE so requests.
- F. Access to New Hire PFEs
- The Company will furnish the Union a monthly list of new hires to include name, mailing address, and company email address for use by the Union to contact the new hires.
- G. Time Off for Union Business
- Shop stewards and/or union committee members (as designated under this CBA) may be granted "super seniority" for scheduled Union business. "Super seniority"

gives crewmember seniority above those crewmembers above them on the seniority list for the purposes of bidding below days off in a rostered period. This “super seniority” will not apply to any other bidding or scheduling (including without limitation, vacation, promotion, transition, base/domicile, or training), all of which shall be determined in accordance with the crewmember’s seniority on the applicable seniority list and the provisions of the Collective Bargaining Agreement covering the crewmember. This “super seniority” shall not displace crewmembers who have previously bid, and been awarded or scheduled for vacation or training events.

Each crewmember shall remain responsible for submitting the crewmember’s bid for days off in accordance with the normal bidding process, but shall notify crew scheduling at the time the crewmember’s bid is submitted of those RDOs which are being bid for scheduled contract negotiations and which should be accorded super seniority.

Should the award of RDO’s for scheduled union business according to super seniority conflict with vacation or training events or operational needs of the company, the company shall make its best efforts to resolve the conflict. However, the company reserves the right to deny super seniority to a crewmember for scheduled contract negotiations when economically or operationally necessary, in Amerijet’ s sole determination, to protect the integrity of its flight schedule or to provide service to its customers.

Section 29 Dues Check off and Union Representation

A. Members or Service Fee

It shall be a condition of employment that all Crewmembers of the Company covered by this Agreement shall, on or before the ninetieth (90) day following the effective date of this Agreement, become and remain members in good standing in the Union or, in the alternative, tender to the Union a monthly sum equivalent to the standard monthly dues less the portion not attributable to non-members, such sums to be recognized as “Service Fees”. It shall be a condition of employment that all Crewmembers of the Company covered by this Agreement and hired on or after its effective date shall, on or before the ninetieth (90) day following the beginning of such employment, become and remain members in good standing in the Union, or in the alterative, tender to the Union “Service Fees” as described above. All crewmembers covered by this agreement may also be required to pay an Initial Service Fee or Initiation Fee.

B. Dues Check off

On a monthly basis the Company will deduct from the wages of any employee covered by this Agreement, said employee's dues, as a member of the Union upon receiving the employee's voluntary and individual written authorization for the Company to make such deductions. The Union will supply the company with the completed payroll deduction authorization card for each crewmember authorizing deduction of either member dues, service fees or other assessments. The Company will deduct said employee's dues in the month in which the employee is recalled from furlough or returns from a leave of absence. In the event the employee is recalled from a furlough or returns from a leave of absence after the dues have been deducted for the month, the Company will make a double deduction the following month. The Union will invoice the Company on a monthly basis for all dues, service fees, fees or assessments to be collected and the Company will pay over to the proper officers of the Union the wages withheld for such dues, service fees, fees or assessments. The amount withheld shall be reported and paid to the Union prior to the end of the month in which the deductions were made, accompanied by the following information, including names and addresses; new hires including hire dates; terminations including termination dates; furloughs including furlough dates; recalls including recall dates; leaves of absences including leave dates; return from leave of absences including return dates.

C. Payment of Dues

Crewmembers shall pay membership dues or service fees as set forth herein except that payment for such dues or fees shall not be required as a condition of employment during leave of absence without pay in excess of thirty (30) days, or during periods of permanent transfer to a classification not covered by this Agreement.

D. Hold Harmless

The Union agrees that it shall indemnify the Company and save the Company harmless from any and all claims which may be made by the Crewmember(s) against the Company by virtue of the alleged wrongful application or misapplication of this Article.

E. Collection of Dues

In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

F. Failure to Maintain Membership or to Pay Service Fees

1. If any Crewmember becomes delinquent in the payment of this service charge or any Union member becomes delinquent in payment of his initiation fees and/or dues, and/or periodic assessments, the Union shall notify such Crewmember by certified mail, return receipt requested, copy to the Company's Vice President of Human Resources, that he is delinquent in the payment of such service charge, initiation fee and/or membership dues and/or periodic assessments as specified herein and is subject to discharge as a Crewmember. Such letter shall also notify the Crewmember that he must remit the required payment within a period of thirty (30) days or be discharged.
2. If, upon the expiration of the thirty (30) day period, the Crewmember still remains delinquent, the Union shall certify in writing to the Vice President of Human Resources, that the Crewmember has failed to remit payment within the grace period allowed and is therefore to be discharged. The Vice President of Human Resources shall notify the Crewmember by certified mail, return receipt requested, that he is to be discharged.
3. A grievance by a Crewmember who is to be discharged as the result of an interpretation or application of the provisions of this Section shall be subject to the following procedures:
 - a. A Crewmember who believes that the provisions of this Section have not been properly interpreted or applied as it pertains to him, may submit his request for review in writing within five (5) days from the date of his notification by the Vice President of Human Resources as provided in subsection 29, F-2 above. The request must be submitted to the Vice President of Human Resources or his designee, who will review the grievance and render his decision in writing no later than five (5) days following receipt of the grievance.
 - b. The Vice President of Human Resources or his designee shall forward his decision to the Crewmember, with a copy to the Union. 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 Crewmember or the Union, then either may appeal the decision within ten (10) days from the date of the decision directly to a neutral referee who may be agreed upon by the Crewmember and the Union within ten (10) days thereafter. In the event the parties fail to agree upon a neutral referee within the specified period, either the Crewmember or the Union may request the National Mediation Board to name such neutral referee. The decision of the Neutral referee shall be final and binding on all parties

to the dispute. The fees of such neutral referee shall be borne equally by the Crewmember and the Union.

4. During the period a grievance is being handled under the provisions of this Section, and until final award by the Vice President of Human Resources, his designee or the neutral referee, the Crewmember shall not be discharged from the Company nor lose any seniority rights because of noncompliance with the terms and provisions of this Section 29.
 - a. A Crewmember discharged by the Company under the provisions of Section 29 shall be deemed to have been “discharged for just cause” within the meaning of the terms and provisions of this Agreement.
 - b. The Company shall not be liable for any time or wage claim of any Crewmember discharged by the Company pursuant to a written order by any authorized Union representative under the terms of this Section 29.

G. Union Representation

1. The Company will recognize the reasonable appointment of the Union officers who are Chief Base Representatives and Base Representatives, by the Local Union. Such appointments will be confirmed by the Union to the Company, in writing. Employees so appointed will maintain their designation until such time are relieved in writing by the Local Union, or transferred to a classification outside of this Agreement.
2. Any employee member of the Union, acting in any official capacity whatsoever shall not be discriminated against for his/her proper acts as the representative of the members so long as such acts do not interfere with the conduct of Company business, nor shall there be any discrimination against any employee because of the Union membership or activity.
3. Mutual agreement between the Company and the Union in writing for an extension of time limitation governing the grievance procedure will not be considered a violation of terms of this Agreement.
4. The Union shall be notified of all hearings as to grievances to be held in accordance with the provisions of this Agreement and shall have the right to participate in such hearings.

Section 30 Sole Agreement – PFE


It is expressly understood and agreed that this Agreement thereto supersedes any and all Agreements now existing or previously executed between the Company and any Union or individual affecting the craft or class of employees covered by this Agreement.

Section 31 Duration

This Agreement shall become effective commencing the first payroll period after ratification or on December 19, 2016, whichever date comes first, and shall continue in full force and effect through December 18, 2020, and thereafter from year to year unless written notice of intended change is served at least one hundred and eighty (180) days in advance of December 18, 2020, or any subsequent anniversary date by either party in accordance with the provisions of Section 6, Title I of the Railway Labor Act, as amended.

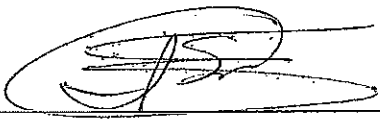
Agreement between the IBT and the Amerijet Flight Engineers, effective December 19, 2016 to December 18, 2020

For the Company:



Vicken Karjian, CEO

12/12/2016
Date



Isis Suria, V.P., Human Resources

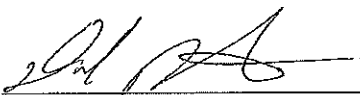
12/12/2016
Date

For the Union:



David Bourne, IBT Airline Division Director

12/18/2016
Date



David Renshaw, Teamsters Local 769

12.18.2016
Date

Attachment A
Hourly Rates of Pay by Year and Equipment – PFE

Effective November 2016	
Year	PFE
1	80.24
2	85.40
3	89.76
4	91.66
5	94.40
6	97.13
7	101.25
8	104.81
9	106.86
10	109.40
11	113.92
12	118.17
13	120.74
14	123.98
15	128.23

Effective November 2017	
Year	PFE
1	82.65
2	87.96
3	92.45
4	94.41
5	97.23
6	100.04
7	104.29
8	107.95
9	110.07
10	112.68
11	117.34
12	121.72
13	124.36
14	127.70
15	132.08

Effective November 2018	
Year	PFE
1	85.13
2	90.60
3	95.23
4	97.24
5	100.15
6	103.05
7	107.42
8	111.19
9	113.37
10	116.06
11	120.86
12	125.37
13	128.09
14	131.53
15	136.04

Effective November 2019	
Year	PFE
1	87.68
2	93.32
3	98.08
4	100.16
5	103.15
6	106.14
7	110.64
8	114.53
9	116.77
10	119.54
11	124.48
12	129.13
13	131.94
14	135.48
15	140.12

Agreement between the IBT and Amerijet PFEs
Effective December 19, 2016 to December 18, 2020

Attachment B
Flying Into War Zone Compensation Form

Per Section 26 of the CBA, the monthly compensation set forth in this section, will be credited to such crewmember on the books of the company and will be distributed according to the written directions from the crewmember set below:

Employee Name _____

Name of Designee _____

Direction: _____

Employee Signature

Date

Witness

Date